



WestConnex M4-M5 Link Project Deed Schedules

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PART A
GENERAL

SCHEDULE 1

Conditions precedent

(Clause 5)

PART A – CONDITIONS PRECEDENT TO D&C COMMITMENT EFFECTIVE DATE

No.	Condition Precedent	Party obliged to use all reasonable endeavours to satisfy	Party entitled to waive Condition Precedent
1.	The PAFA Act Guarantee has been executed by the NSW Government.	RMS	Trustees
2.	All other necessary Ministerial consents and approvals, including the approval of the Treasurer of New South Wales under section 20(1) of the PAFA Act to the entry by RMS into the joint financing arrangement embodied in this deed have been obtained.	RMS	RMS and Trustees
3.	The M4 Project Deed and the M5 Project Deed have each been amended and are in a form satisfactory to RMS.	RMS	RMS and Trustees
4.	<p>The following documents:</p> <ul style="list-style-type: none"> (a) this deed; (b) the D&C Commitment Deed; (c) the Main Tunnel State Works Deed; (d) the State Securities; (e) the Unitholder Loan Agreement; (f) the SMC Unitholder Loan Agreement; (g) the Tolling Services Agreement; (h) the Independent Certifier Deed; (i) the D&C Independent Certifier Deed; (j) the Third Party Agreements; (k) the Deed of Appointment of the Environmental Representative; (l) the Main Tunnel Principal Contractor Deed; (m) the Road Operator's Coordination Agreement; (n) the Integrated Operations Deed; (o) the Construction Interface Agreement; (p) the Development Agreement; (q) the Management Services Agreement; (r) the Account Bank Deed Poll (RMS 	Trustees	RMS and Trustees

No.	Condition Precedent	Party obliged to use all reasonable endeavours to satisfy	Party entitled to waive Condition Precedent
	<p>Security);</p> <p>(s) the Account Bank Deed Poll (State Works Security),</p> <p>have been executed by all parties to them in a form satisfactory to RMS and all conditions precedent to those documents have been satisfied (other than any condition precedent which requires the satisfaction or waiver of the Conditions Precedent to this deed).</p>		
5.	Not used.		
6.	Not used		
7.	<p>The Trustees have received a certified copy of draft rulings from the Australian Taxation Office of the Commonwealth (including draft rulings relating to the State Works) in a form acceptable to the Trustees and in accordance with the terms agreed by RMS prior to Financial Close.</p>	Trustees	RMS and Trustees
8.	<p>RMS has received:</p> <p>(a) the Base Case Financial Model in a form satisfactory to RMS; and</p> <p>(b) a letter from the Project Trustee and Asset Trustee confirming that the Base Case Financial Model is identical to the model previously provided to RMS except as set out in the letter, such letter to be in a form satisfactory to RMS.</p>	Trustees	RMS
9.	<p>The Trustees have provided a legal opinion in a form that is satisfactory to RMS that the IOMCS and OMCS Works Subcontractor owns the necessary Intellectual Property Rights in the IOMCS so that the Trustees can grant the relevant intellectual property licences in accordance with this deed.</p>	Trustees	RMS
10.	Not used		
11.	<p>The Asset Trustee and the Project Trustee have each acceded to the deed entitled "WestConnex Road Traffic Model Deed" between Roads and Maritime Services (ABN 76 236 371 088), Sydney Motorway Corporation Pty Limited (ABN 47 601 507 591) and the SMC Parties (as referred to in the definition of "SMC Parties" in the WestConnex Road Traffic Model Deed) dated on or about 13 July 2017.</p>	Trustees	RMS

PART B – CONDITIONS PRECEDENT TO FINANCIAL CLOSE

No.	Condition Precedent	Party obliged to use all reasonable endeavours to satisfy	Party entitled to waive Condition Precedent
12.	The Minister has made a declaration under section 52 of the Roads Act that such part of the Motorway as is shown on the plan which is Exhibit N is a tollway.	RMS	Trustees
13.	The Minister has directed under section 63 of the Roads Act that all the functions of a roads authority in respect of that part of the Motorway as is shown on the plan which is Exhibit N are the responsibility of RMS.	RMS	RMS
14.	The provision of any letter of credit for the purposes of "Available Funding" as defined in the Main Tunnel State Works Deed.	Trustees	RMS
15.	The RMS and the Trustees have delivered the M4-M5 Link CP Satisfaction Notice to the State of New South Wales pursuant to clause 3(a) of the M4-M5 Link Project Deed Completion Deed.	RMS and Trustees	RMS and Trustees
16.	<p>The following documents:</p> <ul style="list-style-type: none"> (t) the Main Tunnel D&C Deed; (u) the D&C Guarantees; (v) the Contractor's Side Deed; (w) the Contractor Cooperation and Integration Deed, <p>have been executed by all parties to them in a form satisfactory to RMS and all conditions precedent to those documents have been satisfied (other than any condition precedent which requires the satisfaction or waiver of the conditions precedent to this deed) provided that, in the case of the D&C Guarantees, this condition precedent will be satisfied if such executed D&C Guarantees are held by the Escrow Holder (as defined in the Main Tunnel D&C Deed) under an Escrow Arrangement (as defined in the Main Tunnel D&C Deed).</p>	Trustees	RMS and Trustees
17.	The each agreement contemplated by clause 3(e) of the M4-M5 Link Project Deed Completion Deed has been executed by all parties to them and all conditions precedent to those documents have been satisfied (other than any condition precedent which requires the satisfaction or waiver of the conditions precedent to this deed).	Trustees	RMS and Trustees
18.	<p>The State of New South Wales has issued to RMS and the Trustees:</p> <ul style="list-style-type: none"> (a) the Sale Completion Effective Time 	N/A	RMS and Trustees

No.	Condition Precedent	Party obliged to use all reasonable endeavours to satisfy	Party entitled to waive Condition Precedent
	<p>Notice pursuant to clause 3(b)(i) of the M4-M5 Link Project Deed Completion Deed; or</p> <p>(b) the State M4-M5 Link Proceeding Effective Time Notice pursuant to clause 3(b)(ii) of the M4-M5 Link Project Deed Completion Deed.</p>		
19.	All bank consents required pursuant to the Project Documents as defined in each of the M4 Project Deed and the M5 Project Deed for the purposes of satisfying the requirements of the Conditions Precedent in this Schedule 1 have been granted or waived in accordance with the terms of the Project Documents as defined in each of the M4 Project Deed and the M5 Project Deed.	Trustees	RMS and Trustees
20.	The insurance policies required by sections 1(a) and 1(c) of Schedule 30 have been effected substantially in the form of the wording approved by RMS in accordance with clause 26.5(d)(i) or as otherwise agreed by the parties and a certified copy of these insurance policies has been provided to RMS.	Trustees	RMS
21.	<p>Either:</p> <p>(a) RMS has received the Security Bond referred to in clause 10.1; or</p> <p>(b) the Security Bond is held by the Escrow Holder (as defined in the Main Tunnel D&C Deed) under an Escrow Arrangements (as defined in the Main Tunnel D&C Deed).</p>	Trustees	RMS
22.	The Asset Trustee has procured that the Contractor has provided an executed deed poll in favour of TfNSW in the form required by clause 10.2 of the Sydney Metro Interface Agreement.	Trustees	RMS

SCHEDULE 2

Commercially Sensitive Information

(Clause 1.1 definition of "Commercially Sensitive Information" and Clause 30)

1. The Equity Return.
2. The Base Case Financial Model, the Model Outputs Schedule, the amount of the Equity Contributions, the Qualifying Adverse Effect threshold amounts and the terms and level of bonding under this deed.
3. The base case traffic and revenue forecasts.
4. The monetary thresholds in clause 25.2(c).
5. The margins and rates under the Main Tunnel D&C Deed (including the D&C Margin and foreign exchange rates), the terms, amounts payable to the Contractor (including provisional sums, termination payments, and other discretionary amounts), level of bonding, rates and liability caps (including any liquidated damages cap or general cap) under the Main Tunnel D&C Deed and the total amount payable to the Contractor pursuant to the Main Tunnel D&C Deed.
6. The personnel and salaries of the Contractor.
7. Schedule 32A (D&C Payment Schedule) of the Main Tunnel D&C Deed.
8. The fees, margins and rates payable to the O&M Contractor under the O&M Deed (including the O&M Margin).
9. All costs associated with running the back-of-house arrangements, including tolling, casual users and clearing house.
10. The terms and level of bonding under the O&M Deed.
11. The personnel and salaries of the O&M Contractor.
12. The fees, margins and rates payable to the Tolling Equipment Works Contractor under the Tolling Equipment Works Subcontract.
13. The terms and level of bonding under the Tolling Equipment Works Subcontract.
14. The personnel and salaries of the Tolling Equipment Works Contractor.
15. The fees, margins and rates payable to the IOMCS and OMCS Works Contractor under the IOMCS and OMCS Works Subcontract.
16. The terms and level of bonding under the IOMCS and OMCS Works Subcontracts.
17. The personnel and salaries of the IOMCS and OMCS Works Contractor.
18. The fees, margins and rates payable to the Tolling Contractor (Back Office) under the Tolling Services Agreement.
19. The terms and level of bonding under the Tolling Services Agreement.
20. The personnel and salaries of the Tolling Contractor (Back Office).
21. The structure, commercial terms, pricing, amounts, margin and fees payable pursuant to the Equity Documents, any voting requirements and restrictions, any

condition precedent to any funding, and restrictions and all information relating to or arising otherwise from or in connection with the rights, powers or remedies of the parties in connection with any default, potential event of default or any rights to remedy a default under any Equity Document.

22. The Debt Financing Documents, and any syndication document in connection with them.
23. Information identified as Commercially Sensitive Information in Schedule 2 of the Main Tunnel D&C Deed.
24. Information identified as Commercially Sensitive Information in Schedule 2 of the O&M Deed.

SCHEDULE 3

Dispute Resolution Procedure

(Clause 32)

1. **DISPUTES**

Unless otherwise expressly provided in this deed, all Disputes between RMS (on the one hand) and any Trustee (on the other hand) must be resolved in accordance with this Dispute Resolution Procedure.

2. **NOTICE OF DISPUTE**

Where a Dispute arises, a party may serve a notice in writing on another party specifying:

- (a) that it is a notice of Dispute under section 2 of this Schedule 3;
- (b) the Dispute;
- (c) particulars of the Dispute; and
- (d) the position which the party believes is correct,

(Notice of Dispute).

3. **NEGOTIATION**

- (a) If a Notice of Dispute is served, the persons holding the position of chief executive officer of RMS (on the one hand) and chief executive officer of the relevant Trustee (on the other hand) or their nominees (the **Representatives**) must meet and undertake good faith negotiations for the purpose of attempting to resolve the Dispute (the **Negotiation**).
- (b) Unless otherwise agreed in writing, all communications at or related to the Negotiation are without prejudice and are inadmissible in any process under the Dispute Resolution Procedure or in any other legal proceeding.
- (c) Any agreement reached at the Negotiation must be in writing and signed by both parties.

4. **REFERRAL TO EXPERT DETERMINATION**

If the Dispute has not been resolved within 20 Business Days after the date on which the Notice of Dispute was given (or such longer period of time as the Representatives or the parties may have agreed in writing), then, whether or not a meeting under section 3 has occurred, the Dispute must be and is referred to expert determination in accordance with this Schedule 3.

5. **EXPERT DETERMINATION**

- (a) The parties agree that any dispute which is referred to expert determination will be determined in accordance with this section 5 and the Resolution Institute Expert Determination Rules (2016 Edition), as modified by Appendix A to this Schedule 3.
- (b) The expert's determination:
 - (i) will be final and binding, unless a party serves a notice of dissatisfaction on the other party within 21 days of the expert's determination; and

- (ii) must be complied with unless and until it is overturned, reversed, varied or otherwise changed by an arbitral award.

6. REFERRAL TO ARBITRATION AFTER EXPERT DETERMINATION

- (a) If a notice of dissatisfaction is served under section 5(b)(i), the Dispute must be referred to arbitration under section 7.
- (b) If a party fails or refuses to comply with the expert's determination, then the other party may, without prejudice to any other rights it may have, refer any such non-compliance as a Dispute, to arbitration under section 7. Sections 2 to 6 will not apply to this type of Dispute.

7. ARBITRATION

- (a) If any Dispute is referred to arbitration:
 - (i) the seat of the arbitration shall be Sydney, Australia;
 - (ii) the arbitration shall be conducted in accordance with the ACICA Arbitration Rules 2016, as modified by Appendix B to this Schedule 3;
 - (iii) the number of arbitrators shall be one;
 - (iv) the language of arbitration shall be English; and
 - (v) the arbitration shall be administered by ACICA.
- (b) The parties agree that an appeal may be made in accordance with section 34A of the *Commercial Arbitration Act 2010* (NSW) on a question of law arising out of any award issued pursuant to this section 7 of Schedule 3.
- (c) Subject to section 8, this section 7 is governed by the laws of New South Wales, Australia.

8. EXCLUSION OF PROPORTIONATE LIABILITY FROM DETERMINATION OR AWARD

In respect of any expert or arbitrator appointed in relation to a Dispute, the parties agree that, to the extent permitted by law:

- (a) the powers conferred and restrictions imposed on a court (as that term is defined in the *Civil Liability Act 2002* (NSW)) by any Relevant Proportionate Liability Legislation are not conferred or imposed on him or her; and
- (b) the expert or arbitrator (as the case may be) has no power to make any determination or award by applying or considering the provisions of any Relevant Proportionate Liability Legislation.

9. URGENT RELIEF

Nothing in this Schedule 3 will prejudice any right a party may have to seek urgent interlocutory relief from a court in respect of a Dispute.

10. LIMITATION PERIODS

If a limitation period applicable to a cause of action relating to a Dispute expires during any of the processes set out in sections 2 to 7, each party agrees that:

- (a) the limitation period will be deemed to be extended by a period equal to the number of days between the date the Notice of Dispute was served and the later of the date the Negotiation process concludes and the date the expert determination process concludes; and
- (b) it will not rely, in any proceeding, on the expiry of a limitation period other than as calculated in accordance with this section 10 of Schedule 3.

11. **SURVIVE TERMINATION**

This Dispute Resolution Procedure will survive termination of this deed.

12. **SEVERANCE**

If at any time any provision of this Schedule 3 is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Schedule 3; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Schedule 3.

13. **CONTINUATION OF CONTRACTUAL OBLIGATIONS**

Despite the existence of a Dispute between the parties to this deed, the parties must continue to comply with and perform their obligations under this deed.

14. **ROLE OF SECURITY TRUSTEE**

- (a) The parties acknowledge that, on and from the date the Debt Financing Documents come into effect, the Debt Financiers and the Security Trustee may have an interest in the outcome of certain Disputes and claims under this deed.
- (b) On and from the date the Debt Financing Documents come into effect, the Asset Trustee:
 - (i) will be entitled to give the Security Trustee copies of all documents, information and other material given to the expert under section 5 or to the arbitrator for the purposes of arbitration under section 7; and
 - (ii) may, with RMS's prior written consent or as otherwise provided in the Financiers Tripartite Deed (from the date the Financiers Tripartite Deed comes into effect):
 - (A) allow the Security Trustee to:
 - (aa) attend and participate at any meetings or negotiations between any Trustee and RMS and any hearing held by the expert or other meetings between any party and the expert in relation to the Dispute or claim and at any arbitration of the Dispute under section 7; and
 - (bb) make submissions in the expert hearing or meetings or arbitration (as the case may be); and

- (cc) have proceedings between any Trustee and the Security Trustee consolidated or heard together with the proceedings between RMS and the relevant Trustee.

15. **RELATED DISPUTES**

- (a) The parties irrevocably consent and agree that:
 - (i) the parties to this Schedule 3 and the parties to any arbitration agreement between:
 - (A) the Asset Trustee and RMS;
 - (B) the Project Trustee and RMS;
 - (C) the State Works Contractor and RMS;
 - (D) the Asset Trustee and the Contractor;
 - (E) the State Works Contractor and the Contractor;
 - (F) the Project Trustee and the O&M Contractor; and
 - (G) WCX OpCo and the IO Services Provider,are bound by the same arbitration agreement; and
 - (ii) ACICA, the tribunal or any Emergency Arbitrator (as the case may be) may, on the application of any party at any time (whether before or after the confirmation or appointment of any arbitrator), require a Trustee to be joined as an additional party to any arbitration proceedings between any one or more of the Asset Trustee, the Project Trustee, the State Works Contractor, RMS, the Contractor and the O&M Contractor.
 - (b) Each Trustee agrees that it will not unreasonably object to or otherwise obstruct the joinder of any party in accordance with section 15(a)(ii).
 - (c) If:
 - (i) ACICA is of the opinion that:
 - (A) there may be one or more common issues of fact or law that may arise in determining the Dispute and any dispute between the parties to any arbitration agreement referred to in section 15(a)(i) (**Related Dispute**); or
 - (B) there is any other relationship between the Dispute and any Related Dispute(s) that makes it appropriate to do so; and
 - (C) a Trustee has not been joined to arbitration proceedings in respect of the Related Dispute(s),
- ACICA shall, unless it considers that there are other circumstances that make it appropriate for it to act otherwise:
- (ii) if appointing the arbitral tribunal for the Dispute and the Related Dispute(s) at the same time, appoint the same persons to form the arbitral tribunal for each;

- (iii) if appointing the arbitral tribunal for the Dispute when the arbitral tribunal for the Related Dispute has already been appointed, appoint the same persons to form the arbitral tribunal for the Dispute as form the arbitral tribunal for the Related Dispute; and
- (iv) if appointing the arbitral tribunal for the Dispute when separate arbitral tribunals have already been appointed in more than one Related Dispute, appoint the same persons to form the arbitral tribunal for the Dispute as form the arbitral tribunal for the Related Dispute that, in the opinion of ACICA, has the closest relationship to the Dispute.

Appendix A Modification to the Resolution Institute Expert Determination Rules

Pursuant to sub-Rule 4(2)(b) of the Resolution Institute Expert Determination Rules (2016 Edition), the parties agree to modify the application of those Rules as follows. All Rules that are not referred to below remain unchanged.

1. RULE 1 Definitions

Insert the following new definitions after the definition of "the Process":

"Relevant Proportionate Liability Legislation" means:

- (a) Part IV of the *Civil Liability Act 2002* (NSW);
- (b) Part IVAA of the *Wrongs Act 1958* (Vic);
- (c) Chapter 2, Part 2 of the *Civil Liability Act 2003* (Qld);
- (d) Part 1F of the *Civil Liability Act 2002* (WA);
- (e) the *Proportionate Liability Act 2005* (NT);
- (f) Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);
- (g) Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
- (h) Part 9A of the *Civil Liability Act 2002* (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in paragraphs (a) to (h) above.

"Relevant Security of Payment Legislation" means:

- (a) the *Building and Construction Industry Security of Payment Act 1999* (NSW);
- (b) the *Building and Construction Industry Security of Payment Act 2002* (Vic);
- (c) the *Building and Construction Industry Payments Act 2004* (Qld);
- (d) the *Construction Contracts Act 2004* (WA);
- (e) the *Construction Contracts (Security of Payments) Act 2004* (NT);
- (f) the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);
- (g) the *Building and Construction Industry Security of Payment Act 2009* (SA);
- (h) the *Building and Construction Industry Security of Payment Act 2009* (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in paragraphs (a) to (h) above.

2. RULE 5 Role of the Expert

Insert the wording "*the Contract, the requirements of procedural fairness,*" in sub-Rule 1. as follows:

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, *the Contract, the requirements of procedural fairness,* and according to law.

Sub-Rule 4. shall be renumbered sub-Rule 4.(a) and insert after sub-Rule 4(a) additional sub-Rules 4.(b), 4.(c) and 4.(d) as follows:

(b) The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.

(c) If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must notify the parties immediately in writing.

(d) The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c) above, unless the parties agree otherwise.

3. RULE 9 Conduct of the Process

Insert additional sub-Rule 2A., after sub-Rule 2, as follows:

2A. The rules of evidence do not apply to the Process.

4. RULE 10 The Expert's Determination

Replace sub-Rule 3. with the following:

3. Unless otherwise agreed by the parties, the Expert's determination:

(a) may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;

(b) must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;

(c) may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and

(d) to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.

5. RULE 12 Waiver of Right to Object

Delete Rule 12 in its entirety.

6. RULE 14 Extension of Limitation Period

Delete Rule 14 in its entirety.

Appendix B Modification of the ACICA Arbitration Rules

Pursuant to sub-Rule 2.1 of the rules of arbitration of the Australian Centre for International Commercial Arbitration (2016 edition), the parties agree to modify the application of those Rules as follows. All Rules that are not referred to below remain unchanged.

1. RULE 36 Waiver of Rules

Delete Rule 36 in its entirety.

SCHEDULE 4

Moral Rights Consent

(Clause 29.4)

MORAL RIGHTS CONSENT

THIS DEED POLL is made on the _____ day of _____.

BY: [Name of individual] of [address], [occupation] (**Author**)

IN FAVOUR OF:

Roads and Maritime Services of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (**RMS**)

and

WCX M4-M5 Link PT Pty Limited (ACN 624 153 788) in its personal capacity and in its capacity as trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375) of Level 33, 259 George Street Sydney, NSW 2000 (the **Project Trustee**)

and

WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) of Level 33, 259 George Street Sydney, NSW 2000 (the **Asset Trustee**)

and

WCX State Works Contractor Pty Limited (ACN 624 154 089) of Level 33, 259 George Street Sydney, NSW 2000 (the **State Works Contractor**)

(together, the **Beneficiaries**).

WHEREAS:

- (A) RMS proposes to contract out the design, construction, commissioning of the Project Works and operation of the Motorway (each as defined in the Project Deed) (the **Project**).
- (B) The Project Trustee, the Asset Trustee and RMS have entered into the deed dated [insert date] in relation to the carrying out of the Project (**Project Deed**).
- (C) The State Works Contractor is responsible for the State Works under the deed dated [insert date] between RMS and the State Works Contractor (**Main Tunnel State Works Deed**).
- (D) The Asset Trustee and the State Works Contractor have engaged The Lendlease Samsung Bouygues Joint Venture, being an unincorporated joint venture comprising Lendlease Engineering Pty Ltd (ACN 000 201 516), Samsung C&T Corporation, a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) and Bouygues Construction Australia Pty Ltd (ABN 37 144 013 801) (**Contractor**) under the deed dated [insert date of D&C deed] (**D&C Deed**) to carry out the Contractor's Activities (as defined in the D&C Deed) for which the Asset Trustee is responsible under the Project Deed and the State Works Contractor is responsible under the Main Tunnel State Works Deed.]

[The Project Trustee has engaged [*Insert*] (**O&M Contractor**) under the deed dated [*insert date of O&M deed*] (**O&M Deed**) to carry out the O&M Services (as defined in the O&M Deed) for which the Project Trustee is responsible under the Project Deed.]

[Note: Select recital that applies and delete the other paragraph.]

- (E) The Author may create or have created one or more literary works, artistic works or other copyright material (whether created before or after the date of this Moral Rights Consent) for the purposes of or otherwise for use in connection with the Project (**Copyright Material**).

THE AUTHOR COVENANTS as follows:

1. The Author in consideration of the [Contractor/O&M Contractor] (on behalf of the Beneficiaries) paying the Author one dollar (\$1) (receipt of which is hereby acknowledged):
 - (a) agrees, to the extent permitted by law, not to sue, enforce any claim, bring any action or exercise any remedy in respect of any, or any alleged, breach, infringement or other wrongdoing, howsoever or whatsoever occurring, including without limitation for the breach or alleged breach of any of the Author's "moral rights" under the Copyright Act 1968 (Cth) (as amended), (whether before or after the date of this Moral Rights Consent) by:
 - (i) any or all of the Beneficiaries;
 - (ii) any contractor which any or all of the Beneficiaries engage;
 - (iii) any third party to whom any or all of the Beneficiaries sub-licenses (whether express or implied), or grants any other right to use, possess, modify, vary or amend any of the Copyright Material; or
 - (iv) any third party to whom any or all of the Beneficiaries assigns rights it has in, or in relation to, any of the Copyright Material,(together, **the Beneficiaries and Associated Persons**) in relation to any of the Copyright Material;
 - (b) without limiting section 1(a) above, consents to any of the Beneficiaries and Associated Persons:
 - (i) failing to acknowledge or attribute the Author's authorship of any of the Copyright Material;
 - (ii) falsely attributing authorship of any of the Copyright Material;
 - (iii) making any modification, variation or amendment of any nature whatsoever to any of the Copyright Material, whether or not it:
 - (A) results in a material distortion, destruction or mutilation of any of the Copyright Material; or
 - (B) is prejudicial to the honour or reputation of the Author; and
 - (c) without limiting sections 1(a) or 1(b), consents to any of the Beneficiaries and Associated Persons:
 - (i) using any of the Copyright Material for any purpose for which it was intended at the time the Copyright Material was created;

(ii) altering any of the Copyright Material by adding to, removing elements from, or rearranging elements of, the Copyright Material, including without limitation by combining elements of any of the Copyright Material with any other material; and

(iii) changing, relocating, demolishing or destroying any building which incorporates, is based on, or is constructed in accordance with, any of the Copyright Material.

2. In respect of the Beneficiaries:

- (a) a Trustee may at any time give notice to the Author that another entity is to become an additional Beneficiary under this Deed. The Trustees may give multiple notices under this clause. The Author agrees that on and from the date of the Trustee's notice, the entity identified by the Trustee will be a Beneficiary under this Deed;
- (b) if for any reason a Beneficiary is unable to enforce against the Author its promises under this Deed, the Author agrees that the Asset Trustee or the Project Trustee may do so on behalf of any and all Beneficiaries; and
- (c) nothing in this Deed amounts to an obligation on the Beneficiaries to comply, or a warranty by the Beneficiaries that it will comply, with the Competition and Consumer Act 2010 (Cth) or any equivalent provision of State or Territory legislation.

EXECUTED as a deed poll.

SIGNED, SEALED and DELIVERED by
[NAME OF PARTY] in the presence of:

Signature of party

Signature of witness

Name

Name

Address of witness

SCHEDULE 5

Escrow Agreement

(Clause 29.5)

Part A – Form of escrow agreement in respect of the Tolling Equipment Works Subcontract

Deed of Agreement
dated the

day of

20

Between [insert name, and ACN/ABN, if applicable] (in this Agreement called the **Escrow Agent**)

And [insert name of Supplier] (ABN [insert ABN]) of [insert address] (in this Agreement called the **Supplier**)

And the Lendlease Samsung Bouygues Joint Venture, being an unincorporated joint venture comprising Lendlease Engineering Pty Ltd (ACN 000 201 516), Samsung C&T Corporation, a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) and Bouygues Construction Australia Pty Ltd (ABN 37 144 013 801) (in this Agreement called the **D&C Contractor**)

And WCX Link AT Pty Ltd (ACN 624 153 742) in its personal capacity and in its capacity as trustee of the WCX Link Asset Trust (ABN 18 934 919 866) of Level 33, 259 George Street Sydney, NSW 2000

And WCX Link State Works Contractor Pty Ltd (ABN 65 624 154 089) of Level 33, 259 George Street Sydney, NSW 2000

(together, the **M4-M5 Link Group**)

And WCX Link PT Pty Ltd (ACN 608 798 465) in its personal capacity and in its capacity as Trustee of the WCX Link Project Trust (ABN 23 365 031 283) of Level 33, 259 George Street Sydney, NSW 2000 (in this Agreement referred to as the **Project Trustee**)

And Roads and Maritime Services (ABN 76 236 371 088) of 20-44 Ennis Road, Milsons Point, New South Wales (**RMS**)

RECITALS:

- (A) By contract made on the _____ day _____ of 20 ____ (Supply Subcontract) the Supplier has licensed the Licensed Software to the D&C Contractor.
- (B) Under the D&C Deed, the D&C Contractor has agreed to grant certain licenses to the M4-M5 Link Group and the Project Trustee which includes a sub-licence to the Licensed Software.

- (C) Under the D&C Deed, the D&C Contractor must enter into and procure that the Supplier enters into an arrangement with the M4-M5 Link Group, Project Trustee and RMS for escrow of Source Code and Supporting Material.
- (D) The parties have appointed the Escrow Agent to act as escrow agent and the Escrow Agent has agreed to act as escrow agent and to hold the Source Code and Supporting Material on the following terms.

WHAT IS AGREED

1. INTERPRETATION

1.1 Definitions

In this Agreement the following words have the following meaning.

Asset Trustee means WCX Link AT Pty Ltd (ABN 85 624 153 742) in its personal capacity and in its capacity as trustee of the WCX Link Asset Trust (ABN 18 934 919 866).

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

Contract means both the Supply Subcontract and the Maintenance Subcontract.

D&C Deed means the contract between the M4-M5 Link Group and the D&C Contractor dated [*insert*] for the design and construction of the Main Tunnel Works.

Defect, in respect of the Licensed Software, means a defect, deficiency, error, omission, fault, virus or malfunction in the Licensed Software such that the Licensed Software does not comply with and cannot be used in accordance with the Contract.

Deliverable means the Licensed Software, Supporting Material and any other deliverable required or goods or services required to be provided by or for the Supplier to:

- (a) the D&C Contractor under the Supply Subcontract (or any part of them; and
- (b) O&M Contractor under the Maintenance Subcontract (or any part of them).

Escrow Fee means the fee set out in Attachment 1 of this Agreement.

Licensed Software means the software specified in Attachment 2 of this Agreement and includes any Update or New Release of that software provided to the D&C Contractor under the Supply Subcontract or the O&M Contractor under the Maintenance Subcontract and any material related to the Licensed Software such as, but not limited to, flow charts, logic diagrams and listings that the Supplier makes generally commercially available from time to time.

Maintenance Subcontract means the contract dated [*insert*] between the Supplier and O&M Contractor under which the Supplier has granted a licence to the O&M Contractor in respect of the Licensed Software.

New Release means software which has been produced primarily to extend, alter or improve a Deliverable by providing additional functionality or performance enhancement (whether or not Defects in the Deliverable are also corrected) while still retaining the original designated purpose of the Deliverable.

O&M Contractor has the meaning provided in the Maintenance Subcontract.

Source Code means the complete high level language computer programs which, when compiled, generate the object and executable program that constitutes the useable software product which comprises the Deliverables. Source Code includes the make files, flow charts, programming notes and other necessary instructions to the compiler and linker.

Supply Subcontract means the contract dated [*insert*] between the Supplier and the D&C Contractor under which the Supplier has granted a licence to the D&C Contractor in respect of the Licensed Software.

Supporting Material means all of the documentation, material and data developed and used in and for the purpose of creating the software including (but not limited to) compiled object code, tapes, operating manuals and other items listed in Attachment 3 of this Agreement.

Update means software which has been produced primarily to overcome Defects in, or to improve the operation of, a Deliverable without altering the requirements of the Contract whether or not the Deliverable has also been extended, altered or improved by providing additional functionality or performance enhancement.

1.2 **Interpretation**

In this Agreement, unless the contrary intention appears:

- (a) monetary references are references to Australian currency;
- (b) the clause and sub-clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a cross reference to a clause number is a reference to all its sub-clauses;
- (d) words in the singular number include the plural and vice versa;
- (e) words importing a gender include any other gender;
- (f) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (g) a reference to a clause or sub-clause is a reference to a clause or sub-clause of this Agreement;
- (h) a reference to an Attachment is a reference to an Attachment to this Agreement;
- (i) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

Where an obligation is imposed on a party under this Agreement, that obligation will include an obligation to ensure that no act, error or omission on the part of that party's employees, agents or subcontractors or their employees or agents occurs which will prevent the discharge of that party's obligation.

2. **DURATION**

This Agreement is in force from the date of this Agreement until the earlier of the date on which the Source Code and Supporting Material is released in accordance with this Agreement and the date on which this Agreement is terminated.

3. **APPOINTMENT OF ESCROW AGENT**

The Escrow Agent is hereby appointed jointly by the other parties and, subject to the terms of this Agreement, is granted full power and authority to act on behalf of each other party to this Agreement.

4. **SUPPLIER'S OBLIGATIONS**

(a) The Supplier must deliver to, and deposit with, the Escrow Agent:

- (i) if the Source Code and the Supporting Material exists at the date of this Agreement, one copy of the Source Code and the Supporting Material; or
- (ii) if the Source Code and the Supporting Material do not yet exist at the date of this Agreement, one copy of the most current version of the Supplier's source code and the supporting material that is in commercial use and is fully supported by the Supplier (Interim Material),

within 7 days of the date of this Agreement, and the Supplier must comply with clause 4(b)(i) and clause 4(b)(ii) as applicable.

(b) The Supplier must ensure that:

(i) the Source Code and Supporting Material deposited with the Escrow Agent pursuant to clause 4(a)(i):

- (A) accurately reflects the Licensed Software including all modifications, amendments, Updates and New Releases made to, or in respect of, the Licensed Software; and
- (B) is updated within 15 days of:
 - (aa) completion of Factory Acceptance Testing;
 - (bb) the Date of Opening Completion;
 - (cc) the Date of Final Completion; and
 - (dd) requests by the D&C Contractor, the O&M Contractor, the M4-M5 Link Group, the Project Trustee or RMS (each acting reasonably);

(ii) the Interim Material deposited with the Escrow Agent pursuant to clause 4(a)(ii) is, within 15 days of completion of Factory Acceptance Testing of the Source Code and Supporting Material, replaced with the Source Code and Supporting Material which replacement must:

- (A) accurately reflect the Licensed Software including all modifications, amendments, Updates and New Releases made to, or in respect of, the Licensed Software; and
- (B) be updated within 15 days of:
 - (aa) the Date of Opening Completion;
 - (bb) the Date of Final Completion; and
 - (cc) requests by the D&C Contractor, the M4-M5 Link Group, the Project Trustee or RMS (each acting reasonably).

- (c) The Supplier severally warrants to each of the M4-M5 Link Group, Project Trustee and RMS that the Source Code is, to the best of the knowledge of the Supplier after making reasonable investigations, free from any virus, worm, Trojan horse or program device or item which would prevent or impede the Licensed Software from performing its desired function or which would prevent or impede a thorough and effective verification thereof.

5. ESCROW AGENT'S OBLIGATIONS

- (a) The Escrow Agent will accept custody of the Source Code on the date of delivery in accordance with sub-clause 4(a) of this Agreement and, subject to the terms of this Agreement, will hold the Source Code and the Supporting Material on behalf of the M4-M5 Link Group, the Project Trustee, RMS and the Supplier.
- (b) The Escrow Agent will take all reasonable necessary steps to ensure the preservation, care, maintenance, safe custody and security of the Source Code and Supporting Material while they are in the possession, custody or control of the Escrow Agent, including storage in a secure receptacle and in an atmosphere which does not harm the Source Code and the Supporting Material.
- (c) The Escrow Agent will bear all risks of loss, theft, destruction of or damage to the Source Code and Supporting Material while they are in the Escrow Agent's possession, custody or control to the extent that such loss, theft, destruction or damage is caused by negligence, default, wilful damage or recklessness of the Escrow Agent or its employees, subcontractors or agents.
- (d) If the Source Code or Supporting Material is lost, stolen, destroyed or damaged while it is in the possession, custody or control of the Escrow Agent, the Escrow Agent will, at its own expense, obtain from the Supplier a further copy of the Source Code or Supporting Material (as applicable).
- (e) The Escrow Agent is not obliged to determine the nature, completeness or accuracy of the Source Code and Supporting Material lodged with it.

6. ESCROW FEE AND EXPENSES

- (a) The M4-M5 Link Group will pay the Escrow Fee.
- (b) All expenses and disbursements incurred by the Escrow Agent in connection with this Agreement will be borne wholly and completely by the Escrow Agent.
- (c) All expenses and disbursements incurred by the Supplier in connection with this Agreement will be borne wholly and completely by the Supplier.

7. TESTING AND VERIFICATION

- (a) The M4-M5 Link Group, Project Trustee or RMS may, in the presence of and under the supervision of the Supplier, analyse and conduct tests in relation to the Source Code and Supporting Material for verification purposes. Upon reasonable request by the M4-M5 Link Group, Project Trustee or RMS, the Supplier must be present at and supervise any tests to be conducted by the M4-M5 Link Group, the Project Trustee or RMS under this clause 7(a).
- (b) The M4-M5 Link Group, Project Trustee or RMS may engage an independent party to undertake analysis and tests of the Source Code and Supporting Material for verification purposes, on its behalf.
- (c) Where the M4-M5 Link Group, Project Trustee or RMS engages an independent party for the purposes of clause 7(b), the Escrow Agent will release the Source

Code and Supporting Material to that independent party upon presentation of a release form signed by the Supplier and the relevant party that has engaged that independent party specifying the material to be released and identifying the person to whom that material may be released. The Supplier must promptly execute such release where requested to do so by the M4-M5 Link Group, the Project Trustee or RMS (as the case may be).

- (d) The Source Code and Supporting Material released pursuant to clause 7(c) must be returned to the Escrow Agent.

8. RELEASE OF THE SOURCE CODE AND SUPPORTING MATERIAL

- (a) The Escrow Agent will not release, or allow access to, the Source Code and Supporting Material except in accordance with the provisions of this Agreement.

- (b) The Escrow Agent will, within 2 Business Days:

- (i) release the Source Code and Supporting Material to the M4-M5 Link Group; and
- (ii) release a copy of the Source Code and Supporting Material to the Project Trustee and RMS,

upon written notice from any of the M4-M5 Link Group, Project Trustee or RMS that:

- (iii) the Supplier, the O&M Contractor or the D&C Contractor has become subject to any form of insolvency administration;
- (iv) the Supplier has ceased (or has indicated that it will cease) for any reason to maintain or support the Licensed Software;
- (v) the Supply Subcontract has been terminated by the D&C Contractor for breach of contract by the Supplier;
- (vi) the Maintenance Subcontract has been terminated by the O&M Contractor for breach of contract by the Supplier;
- (vii) the D&C Deed or the Project Deed has been terminated by the M4-M5 Link Group for breach of contract, default, act or omission by the D&C Contractor;
- (viii) the O&M Deed or the Project Deed has been terminated by the Project Trustee for breach of contract, default, act or omission by the O&M Contractor; or
- (ix) this Agreement is terminated or 31 December 2023,

except in the case where the parties are required to negotiate a replacement escrow deed under clause 8(e) and such a replacement escrow deed has not been executed within 20 Business Days of the notice under this clause 8(b), in which case the release must occur at the end of those 20 Business Days.

- (c) Where the Contract has been terminated by the Supplier for breach of contract by the D&C Contractor, the O&M Contractor or the M4-M5 Link Group, Project Trustee and RMS have agreed to the release to the Supplier, the Escrow Agent must, upon written request from the Supplier, or where this Agreement has expired, release the Source Code and Supporting Material to the Supplier unless within 5 Business Days of termination of:

- (i) the Supply Subcontract or the Maintenance Subcontract by the Supplier; or
- (ii) the D&C Deed by the D&C Contractor or the O&M Contract by the O&M Contractor,

the D&C Contractor, the M4-M5 Link Group, the Project Trustee or RMS, as applicable, notifies the Escrow Agent that it disputes such termination, in which case the Escrow Agent must not release the Source Code until such time as it is notified in writing by the M4-M5 Link Group, the Project Trustee and RMS that the relevant dispute has been finally determined.

- (d) Notwithstanding anything in the Contract, the O&M Deed or the D&C Deed, the Supplier hereby severally grants to each of the M4-M5 Link Group, the Project Trustee and RMS a perpetual, non-exclusive, irrevocable and royalty-free licence to use, reproduce and modify the Source Code and Supporting Material. The M4-M5 Link Group, the Project Trustee or RMS may sub-license such rights to any contractor of information technology goods or services to the M4-M5 Link Group or the Project Trustee (excluding the Supplier) or any other agent, advisor, consultant or contractor of the M4-M5 Link Group or the Project Trustee for the purpose of providing goods or services for the M4-M5 Link Group, the Project Trustee or RMS (as applicable). The licence rights granted under this clause 8(d) are in addition to any other licence rights granted under the Contract, the O&M Deed or the D&C Deed, however the licence rights under this clause 8(d) may not be exercised unless and until the M4-M5 Link Group, the Project Trustee or RMS (as applicable) is entitled to have the Source Code and Supporting Material released to it in accordance with this Agreement. This clause 8(d) survives termination of this Agreement.
- (e) If the trigger for the release of the Source Code under clause 8(b) was:
 - (i) the D&C Contractor or the O&M Contractor becoming subject to any form of insolvency administration;
 - (ii) the D&C Deed having been terminated by the M4-M5 Link Group for a breach of contract, default, act or omission of the D&C Contractor;
 - (iii) the O&M Deed having been terminated by the Project Trustee for a breach of contract, default, act or omission of the O&M Contractor; or
 - (iv) the expiry or termination of this Agreement (for a reason other than a breach of contract, default, act or omission of the Supplier),

the parties will negotiate in good faith in order to agree and execute a replacement escrow deed covering the Source Code and Supporting Materials, substantially in the form of this Agreement.

9. TERMINATION

- (a) The Escrow Agent may, by giving 3 months prior written notice to the other parties, terminate this Agreement subject to the pro-rata refund of any advance payment of the Escrow Fee.
- (b) The M4-M5 Link Group, Project Trustee, RMS, D&C Contractor and the Supplier may jointly terminate this Agreement immediately if the Escrow Agent:
 - (i) has become subject to any form of insolvency administration; or

- (ii) is in breach of any obligation under this Agreement so that there is a substantial failure by the Escrow Agent to perform or observe this Agreement.
- (c) If this Agreement is terminated in accordance with this clause 9 while the Contract remains in force, M4-M5 Link Group, Project Trustee, RMS, D&C Contractor and the Supplier must, at least 20 Business Days prior to termination of this Agreement (and in the scenario described in clause 9(b), if that is not practicable, then as soon as reasonably practicable) enter into a new Escrow Agreement on the same terms as are set out in this Agreement, with an alternative escrow agent who is acceptable to the M4-M5 Link Group, the Project Trustee and RMS (and such new Escrow Agreement will become effective on and from termination of this Agreement).
- (d) The M4-M5 Link Group, Project Trustee, RMS, D&C Contractor and the Supplier may, upon giving 30 days prior written notice to the Escrow Agent, jointly terminate this Agreement, however no refund of advance payment of the Escrow Fee will be payable.

10. CONFIDENTIALITY

- (a) The Escrow Agent must not, except as permitted by this Agreement, make public or disclose to any person any information about this Agreement, the Source Code or Supporting Material.
- (b) Except to the extent required to comply with clause 8(b), the Escrow Agent must not reproduce, or cause to have reproduced, a copy of the Source Code or Supporting Material, or any part thereof.
- (c) The obligations under this clause 10 will survive the termination of this Agreement.

11. COMPLIANCE WITH LAWS

The Escrow Agent will in carrying out this Agreement comply with the provisions of any relevant statutes, regulations, by-laws and the requirements of any Commonwealth, State or local authority.

12. RESOLUTION OF DISPUTES

Any party under this Agreement may notify in writing a dispute in respect of a matter arising under this Agreement.

If the dispute is not resolved within 7 days of a notice being given under this clause 12, any party may commence legal proceedings or pursue such other dispute resolution procedures as the parties may agree.

13. APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws from time to time in force in New South Wales.

14. VARIATION AND WAIVER

- (a) This Agreement will not be varied either in law or in equity except by agreement in writing signed by all of the parties.
- (b) A waiver by one party of a breach of a provision of this Agreement by another party will not constitute a waiver in respect of any other breach or of any subsequent breach of this Agreement. The failure of a party to enforce a provision

of this Agreement will not be interpreted to mean that party no longer regards that provision as binding.

15. **ASSIGNMENT**

No party may assign, in whole or in part, its benefits under this Agreement without the written consent of each of the other parties and such consent must not be unreasonably withheld.

16. **SEVERABILITY**

Each provision of this Agreement, and each part of it will, unless the context otherwise necessarily requires it, be read and construed as a separate and severable part, so that if any provision, or part of a provision is void or otherwise unenforceable for any reason, then that provision, or part will be severed and the remainder will be read and construed as if the severable part had never existed.

17. **NOTICES**

A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by some other means. The address for services of notice for a party is, in the case of the:

Escrow Agent

Physical address: **[insert details]**

Postal address:

Phone number:

Fax number:

Email address:

Supplier

Physical address: **[insert details]**

Postal address:

Phone number:

Fax number:

Email address:

Asset Trustee

Physical address: Level 33, 259 George Street, Sydney, NSW 2000

Postal address: [insert address]

Phone number: [insert]

Fax number: [insert]

Email address: [insert]

Project Trustee

Physical address: [insert address]

Postal address: [insert address]

Phone number: [insert]

Fax number: [insert]

Email address: [insert]@

RMS

Physical address: [insert address]

Postal address: [insert address]

Phone number: [insert]

Fax number: [insert]

Email address: [insert]

D&C Contractor

Physical address: [insert address]

Postal address: [insert address]

Phone number: [insert]

Fax number: [insert]

Email address: [insert]

State Works Contractor

Physical address: [insert address]

Postal address: [insert address]

Phone number: [insert]

Fax number: [insert]

Email address: [insert]

such other address as a party may notify to the other party in writing from time to time.





A notice or other communication is deemed to be received if:

- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
- (b) sent by post from and to an address within Australia, after 3 Business Days ;
- (c) sent by post from or to an address outside Australia, after 10 Business Days;



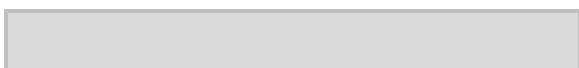
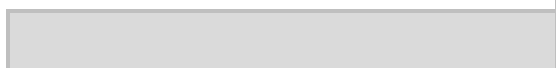
- (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);
- (e) sent by electronic mail, the next Business Day; or
- (f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

EXECUTED AS A DEED



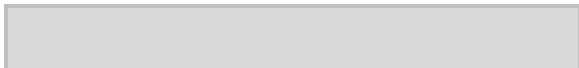
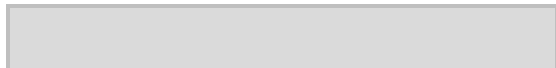
Signed for and on behalf of **[insert Escrow Agent]** (ABN **[insert ABN]**) of **[insert address]** in accordance with s 127 of the Corporations Act 2001 (Cth):

	
Signature of Director	Signature of Director/Secretary
	
Print name	Print name

Signed for and on behalf of **[insert Supplier]** (ABN **[insert ABN]**) of **[insert address]** in accordance with s 127 of the Corporations Act 2001 (Cth):

	
Signature of Director	Signature of Director/Secretary
	
Print name	Print name

Signed for and on behalf of the WCX Link State Works Contractor:

	
Signature of Director	Signature of Director/Secretary
	
Print name	Print name

Signed for and on behalf of the **Asset Trustee:**

[Signature line for Asset Trustee]

Signature of Director

Signature of Director / Secretary

[Signature line for Director]

[Signature line for Director / Secretary]

Print name

Print name

Signed for and on behalf of the **Project Trustee:**

[Signature line for Project Trustee]

[Signature line for Project Trustee]

Signature of Director

Signature of Director / Secretary

[Signature line for Director]

[Signature line for Director / Secretary]

Print name

Print name

Signed for and on behalf of **RMS:**

[Signature line for RMS]

By [insert name of the M4-M5 Link Group's Representative]

[Signature line for M4-M5 Link Group's Representative]

in the presence of [insert name of witness]

[Signature line for M4-M5 Link Group's Representative]

[Signature line for Witness]

Signature of the M4-M5 Link Group's Representative

Signature of Witness

[Signature line for M4-M5 Link Group's Representative]

[Signature line for Witness]

Print name

Print name

Signed for and on behalf of the **D&C Contractor**:

Signature of the Director

Signature of Director / Secretary

Print name

Print name

Escrow Agreement

Attachment 1

Details of Escrow fees:

Deposit Fee:

Storage Fee:

Retrieval Fee:

Release Fee:

Collection Fee:

Escrow Agreement

Attachment 2

Details of licensed software to be held in Escrow

Source Code: Roadside System software (Manufactured by Kapsch TrafficCom)

Flow Charts: N/A

Diagrams: N/A

Listings: N/A

Escrow Agreement

Attachment 3

Supporting Materials

- technical documentation sufficient to allow a competent computer programmer to understand and maintain the version of the software to which the documentation relates.
- relevant developer and maintenance tools and compilers and assemblers (if standard tools, description thereof will suffice) and third party software utilities.
- description of code generation.
- description of third party software required for support and availability thereof.
- identification of key personnel involved with the development of the software.
- operational manuals, listings, flow charts etc.
- details of machine/processor/system configuration.

Part B - Form of escrow agreement in respect of the IOMCS and OMCS Works Subcontract

Deed of Agreement
dated the

day of

20

Between [insert name, and ACN/ABN, if applicable] (in this Agreement called the **Escrow Agent**)

And [insert name of Supplier] (ABN [insert ABN]) of [insert address] (in this Agreement called the **Supplier**)

And the Lendlease Samsung Bouygues Joint Venture, being an unincorporated joint venture comprising Lendlease Engineering Pty Ltd (ACN 000 201 516), Samsung C&T Corporation, a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) and Bouygues Construction Australia Pty Ltd (ABN [insert ABN]) of [insert address] (in this Agreement called the **D&C Contractor**)

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(together, the **M4-M5 Link Group**);

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RECITALS:

- (E) By contract made on the _____ day _____ of 20 ____ (Supply Subcontract) the Supplier has licensed the Licensed Software to the D&C Contractor.
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Source Code means the complete high level language computer programs which, when compiled, generate the object and executable program that constitutes the useable software product which comprises the Deliverables. Source Code includes the make files, flow charts, programming notes and other necessary instructions to the compiler and linker.

Supply Subcontract means the contract dated [*insert*] between the Supplier and the D&C Contractor under which the Supplier has granted a licence to the D&C Contractor in respect of the Licensed Software.

Supporting Material means all of the documentation, material and data developed and used in and for the purpose of creating the software including (but not limited to) compiled object code, tapes, operating manuals and other items listed in Attachment 3 of this Agreement.

Update means software which has been produced primarily to overcome Defects in, or to improve the operation of, a Deliverable without altering the requirements of the Contract whether or not the Deliverable has also been extended, altered or improved by providing additional functionality or performance enhancement.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) monetary references are references to Australian currency;
- (b) the clause and sub-clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a cross reference to a clause number is a reference to all its sub-clauses;
- (d) words in the singular number include the plural and vice versa;
- (e) words importing a gender include any other gender;
- (f) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (g) a reference to a clause or sub-clause is a reference to a clause or sub-clause of this Agreement;
- (h) a reference to an Attachment is a reference to an Attachment to this Agreement;
- (i) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

Where an obligation is imposed on a party under this Agreement, that obligation will include an obligation to ensure that no act, error or omission on the part of that party's employees, agents or subcontractors or their employees or agents occurs which will prevent the discharge of that party's obligation.

2. DURATION

This Agreement is in force from the date of this Agreement until the earlier of the date on which the Source Code and Supporting Material is released in accordance with this Agreement and the date on which this Agreement is terminated.

3. APPOINTMENT OF ESCROW AGENT

The Escrow Agent is hereby appointed jointly by the other parties and, subject to the terms of this Agreement, is granted full power and authority to act on behalf of each other party to this Agreement.

4. SUPPLIER'S OBLIGATIONS

- (a) The Supplier must deliver to, and deposit with, the Escrow Agent one copy of the Source Code and the Supporting Material within 7 days of the date of this Agreement.

- (b) The Supplier must maintain, amend, modify, up-date and enhance the Source Code and Supporting Material at all times and must ensure that the Source Code and Supporting Material deposited with the Escrow Agent is kept fully up-to date and accurately reflects the Licensed Software including all modifications, amendments, Updates and New Releases made to, or in respect of, the Licensed Software.
- (c) The Supplier severally warrants to each of the M4-M5 Link Group, Project Trustee and RMS that the Source Code is, to the best of the knowledge of the Supplier after making reasonable investigations, free from any virus, worm, Trojan horse or program device or item which would prevent or impede the Licensed Software from performing its desired function or which would prevent or impede a thorough and effective verification thereof.

5. ESCROW AGENT'S OBLIGATIONS

- (a) The Escrow Agent will accept custody of the Source Code on the date of delivery in accordance with sub-clause 4(a) of this Agreement and, subject to the terms of this Agreement, will hold the Source Code and the Supporting Material on behalf of the M4-M5 Link Group, the Project Trustee, RMS and the Supplier.
- (b) The Escrow Agent will take all reasonable necessary steps to ensure the preservation, care, maintenance, safe custody and security of the Source Code and Supporting Material while they are in the possession, custody or control of the Escrow Agent, including storage in a secure receptacle and in an atmosphere which does not harm the Source Code and the Supporting Material.
- (c) The Escrow Agent will bear all risks of loss, theft, destruction of or damage to the Source Code and Supporting Material while they are in the Escrow Agent's possession, custody or control to the extent that such loss, theft, destruction or damage is caused by negligence, default, wilful damage or recklessness of the Escrow Agent or its employees, subcontractors or agents.
- (d) If the Source Code or Supporting Material is lost, stolen, destroyed or damaged while it is in the possession, custody or control of the Escrow Agent, the Escrow Agent will, at its own expense, obtain from the Supplier a further copy of the Source Code or Supporting Material (as applicable).
- (e) The Escrow Agent is not obliged to determine the nature, completeness or accuracy of the Source Code and Supporting Material lodged with it.

6. ESCROW FEE AND EXPENSES

- (a) The M4-M5 Link Group will pay the Escrow Fee.
- (b) All expenses and disbursements incurred by the Escrow Agent in connection with this Agreement will be borne wholly and completely by the Escrow Agent.
- (c) All expenses and disbursements incurred by the Supplier in connection with this Agreement will be borne wholly and completely by the Supplier.

7. TESTING AND VERIFICATION

- (a) The M4-M5 Link Group, Project Trustee or RMS may, in the presence of and under the supervision of the Supplier, analyse and conduct tests in relation to the Source Code and Supporting Material for verification purposes. Upon reasonable request by the M4-M5 Link Group, Project Trustee or RMS, the Supplier must be present at and supervise any tests to be conducted by the M4-M5 Link Group, the Project Trustee or RMS under this clause 7(a).

- (b) The M4-M5 Link Group, Project Trustee or RMS may engage an independent party to undertake analysis and tests of the Source Code and Supporting Material for verification purposes, on its behalf.
- (c) Where the M4-M5 Link Group, Project Trustee or RMS engages an independent party for the purposes of clause 7(b), the Escrow Agent will release the Source Code and Supporting Material to that independent party upon presentation of a release form signed by the Supplier and the relevant party that has engaged that independent party specifying the material to be released and identifying the person to whom that material may be released. The Supplier must promptly execute such release where requested to do so by the M4-M5 Link Group, the Project Trustee or RMS (as the case may be).
- (d) The Source Code and Supporting Material released pursuant to clause 7(c) must be returned to the Escrow Agent.

8. RELEASE OF THE SOURCE CODE AND SUPPORTING MATERIAL

- (a) The Escrow Agent will not release, or allow access to, the Source Code and Supporting Material except in accordance with the provisions of this Agreement.
- (b) The Escrow Agent will, within 2 Business Days:
 - (i) release the Source Code and Supporting Material to the M4-M5 Link Group; and
 - (ii) release a copy of the Source Code and Supporting Material to the Project Trustee and RMS,

upon written notice from any of the M4-M5 Link Group, Project Trustee or RMS that:

- (iii) the Supplier, the O&M Contractor or the D&C Contractor has become subject to any form of insolvency administration;
- (iv) the Supplier has ceased (or has indicated that it will cease) for any reason to maintain or support the Licensed Software;
- (v) the Supply Subcontract has been terminated by the D&C Contractor for breach of contract by the Supplier;
- (vi) the Maintenance Subcontract has been terminated by the O&M Contractor for breach of contract by the Supplier;
- (vii) the D&C Deed or the Project Deed has been terminated by the M4-M5 Link Group or Project Trustee for breach of contract, default, act or omission by the D&C Contractor;
- (viii) the O&M Deed or the Project Deed has been terminated by the Project Trustee for breach of contract, default, act or omission by the O&M Contractor; or
- (ix) this Agreement is terminated on-31 December 2023,

except in the case where the parties are required to negotiate a replacement escrow deed under clause 8(e) and such a replacement escrow deed has not been executed within 20 Business Days of the notice under this clause 8(b), in which case the release must occur at the end of those 20 Business Days.

(c) Where the Supply Subcontract has been terminated by the Supplier for breach of contract by the D&C Contractor, the O&M Contractor or the M4-M5 Link Group, Project Trustee and RMS have agreed to the release to the Supplier, the Escrow Agent must, upon written request from the Supplier, or where this Agreement has expired, release the Source Code and Supporting Material to the Supplier unless within 5 Business Days of termination of:

- (i) the Supply Subcontract or the Maintenance Subcontract by the Supplier; or
- (ii) the D&C Deed by the Contractor or the O&M Contract by the O&M Contractor,

the D&C Contractor, the M4-M5 Link Group, the Project Trustee or RMS, as applicable, notifies the Escrow Agent that it disputes such termination, in which case the Escrow Agent must not release the Source Code until such time as it is notified in writing by the M4-M5 Link Group, the Project Trustee and RMS that the relevant dispute has been finally determined.

(d) Notwithstanding anything in the Contract, the O&M Deed or the D&C Deed, the Supplier hereby severally grants to each of the M4-M5 Link Group, the Project Trustee and RMS a perpetual, non-exclusive, irrevocable and royalty-free licence to use, reproduce and modify the Source Code and Supporting Material. The M4-M5 Link Group, the Project Trustee or RMS may sub-license such rights to any contractor of information technology goods or services to the M4-M5 Link Group or the Project Trustee (excluding the Supplier) or any other agent, advisor, consultant or contractor of the M4-M5 Link Group or the Project Trustee for the purpose of providing goods or services for the M4-M5 Link Group, the Project Trustee or RMS (as applicable). The licence rights granted under this clause 8(d) are in addition to any other licence rights granted under the Contract, the O&M Deed or the D&C Deed, however the licence rights under this clause 8(d) may not be exercised unless and until the M4-M5 Link Group, the Project Trustee or RMS (as applicable) is entitled to have the Source Code and Supporting Material released to it in accordance with this Agreement. This clause 8(d) survives termination of this Agreement.

(e) If the trigger for the release of the Source Code under clause 8(b) was:

- (i) the D&C Contractor or the O&M Contractor becoming subject to any form of insolvency administration;
- (ii) the D&C Deed having been terminated by the M4-M5 Link Group for a breach of contract, default, act or omission of the D&C Contractor;
- (iii) the O&M Deed having been terminated by the Project Trustee for a breach of contract, default, act or omission of the O&M Contractor; or
- (iv) the expiry or termination of this Agreement (for a reason other than a breach of contract, default, act or omission of the Supplier),

the parties will negotiate in good faith in order to agree and execute within 20 days prior to the termination of this agreement a replacement escrow deed covering the Source Code and Supporting Materials, substantially in the form of this Agreement.

9. TERMINATION

(a) The Escrow Agent may, by giving 3 months prior written notice to the other parties, terminate this Agreement subject to the pro-rata refund of any advance payment of the Escrow Fee.

- (b) The M4-M5 Link Group, Project Trustee, RMS, D&C Contractor and the Supplier may jointly terminate this Agreement immediately if the Escrow Agent:
 - (i) has become subject to any form of insolvency administration; or
 - (ii) is in breach of any obligation under this Agreement so that there is a substantial failure by the Escrow Agent to perform or observe this Agreement.
- (c) If this Agreement is terminated in accordance with this clause 9 while the Contract remains in force, M4-M5 Link Group, Project Trustee, RMS, D&C Contractor and the Supplier must, at least 20 Business Days prior to termination of this Agreement (and in the scenario described in clause 9(b), if that is not practicable, then as soon as reasonably practicable) enter into a new Escrow Agreement on the same terms as are set out in this Agreement, with an alternative escrow agent who is acceptable to the M4-M5 Link Group and RMS (and such new Escrow Agreement will become effective on and from termination of this Agreement).
- (d) The M4-M5 Link Group, Project Trustee, RMS, D&C Contractor and the Supplier may, upon giving 30 days prior written notice to the Escrow Agent, jointly terminate this Agreement, however no refund of advance payment of the Escrow Fee will be payable.

10. CONFIDENTIALITY

- (a) The Escrow Agent must not, except as permitted by this Agreement, make public or disclose to any person any information about this Agreement, the Source Code or Supporting Material.
- (b) Except to the extent required to comply with clause 8(b), the Escrow Agent must not reproduce, or cause to have reproduced, a copy of the Source Code or Supporting Material, or any part thereof.
- (c) The obligations under this clause 10 will survive the termination of this Agreement.

11. COMPLIANCE WITH LAWS

The Escrow Agent will in carrying out this Agreement comply with the provisions of any relevant statutes, regulations, by-laws and the requirements of any Commonwealth, State or local authority.

12. RESOLUTION OF DISPUTES

Any party under this Agreement may notify in writing a dispute in respect of a matter arising under this Agreement.

If the dispute is not resolved within 7 days of a notice being given under this clause 12, any party may commence legal proceedings or pursue such other dispute resolution procedures as the parties may agree.

13. APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws from time to time in force in New South Wales.

14. VARIATION AND WAIVER

- (a) This Agreement will not be varied either in law or in equity except by agreement in writing signed by all of the parties.

- (b) A waiver by one party of a breach of a provision of this Agreement by another party will not constitute a waiver in respect of any other breach or of any subsequent breach of this Agreement. The failure of a party to enforce a provision of this Agreement will not be interpreted to mean that party no longer regards that provision as binding.

15. **ASSIGNMENT**

No party may assign, in whole or in part, its benefits under this Agreement without the written consent of each of the other parties and such consent must not be unreasonably withheld.

16. **SEVERABILITY**

Each provision of this Agreement, and each part of it will, unless the context otherwise necessarily requires it, be read and construed as a separate and severable part, so that if any provision, or part of a provision is void or otherwise unenforceable for any reason, then that provision, or part will be severed and the remainder will be read and construed as if the severable part had never existed.

17. **NOTICES**

A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by some other means. The address for services of notice for a party is, in the case of the:

Escrow Agent

Physical address: [insert details]

Postal address:

Phone number:

Fax number:

Email address:

Supplier

Physical address: [insert details]

Postal address:

Phone number:

Fax number:

Email address:

Asset Trustee

Physical address: Level 33, 259 George Street, Sydney, NSW 2000

Postal address: [insert address]

Phone number: [insert]

Fax number: [insert]

Email address: [insert]

Project Trustee

Physical address: [insert address]

Postal address: [insert address]

Phone number: [insert]

Fax number: [insert]

Email address: [insert]@

RMS

Physical address: [insert address]

Postal address: [insert address]

Phone number: [insert]

Fax number: [insert]

Email address: [insert]

D&C Contractor

Physical address: [insert address]

Postal address: [insert address]

Phone number: [insert]

Fax number: [insert]

Email address: [insert]

State Works Contractor

Physical address: [insert address]

Postal address: [insert address]

Phone number: [insert]

Fax number: [insert]

Email address: [insert]



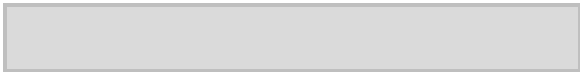
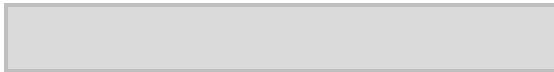
such other address as a party may notify to the other party in writing from time to time.

A notice or other communication is deemed to be received if:





- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
- (b) sent by post from and to an address within Australia, after 3 Business Days;
- (c) sent by post from or to an address outside Australia, after 10 Business Days;
- (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);
- (e) sent by electronic mail, the next Business Day; or
- (f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

EXECUTED AS A DEED



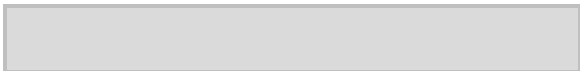
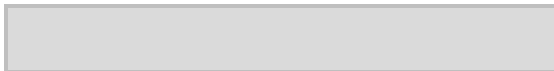
Signed for and on behalf of **[insert Escrow Agent]** (ABN **[insert ABN]**) of **[insert address]** in accordance with s 127 of the Corporations Act 2001 (Cth):

	
Signature of Director	Signature of Director/Secretary
	
Print name	Print name

Signed for and on behalf of **[insert Supplier]** (ABN **[insert ABN]**) of **[insert address]** in accordance with s 127 of the Corporations Act 2001 (Cth):

	
Signature of Director	Signature of Director/Secretary
	
Print name	Print name

Signed for and on behalf of the WCX Link State Works Contractor:

	
Signature of Director	Signature of Director/Secretary
	
Print name	Print name

Signed for and on behalf of the **Asset Trustee:**

[Signature line for Asset Trustee]

Signature of Director

Signature of Director / Secretary

[Signature line for Director]

[Signature line for Director / Secretary]

Print name

Print name

Signed for and on behalf of the **Project Trustee:**

[Signature line for Project Trustee]

[Signature line for Project Trustee]

Signature of Director

Signature of Director / Secretary

[Signature line for Director]

[Signature line for Director / Secretary]

Print name

Print name

Signed for and on behalf of **RMS:**

[Signature line for RMS]

By [insert name of the M4-M5 Link Group's Representative]

[Signature line for M4-M5 Link Group's Representative]

in the presence of [insert name of witness]

[Signature line for M4-M5 Link Group's Representative]

[Signature line for Witness]

Signature of the M4-M5 Link Group's Representative

Signature of Witness

[Signature line for M4-M5 Link Group's Representative]

[Signature line for Witness]

Print name

Print name

Signed for and on behalf of the **D&C Contractor**:

Signature of the Director

Signature of Director / Secretary

Print name

Print name

Attachment 1

Details of Escrow fees:

Deposit Fee:

Storage Fee:

Retrieval Fee:

Release Fee:

Collection Fee:

Attachment 2

Details of licensed software to be held in Escrow

Source Code:	Sidera (OMCS)
Flow Charts:	
Diagrams:	
Listings:	

Source Code:

Flow Charts:

Diagrams:

Listings:

Attachment 3

Supporting Materials

Reference document	Items list			
[Doc number and section to be added]	Item	List	Description	Location within the escrow media provided
	1.1	SIDERA Server application	Files that compose the source code for the SIDERA processes (functionality)	TBC
	1.2	Configuration files		TBC
	1.3	Environment files		TBC
	1.4	Script files		TBC
	1.5	Shared Libraries		TBC
	1.6	Make Files		TBC
	1.7	Client (GUI) application	Source code files to create the Graphical User Interface (client)	TBC
	1.8	[Blank]		TBC
	1.9	Procedures		TBC
	1.9.1	Procedure to install SIDERA Processes Environment	Procedures to install SIDERA environment	TBC
	1.9.2	Procedure to install SIDERA Interfaces Environment		TBC
	1.9.3	Procedure to compile SIDERA Processes	Procedures to compile the source code that corresponds to SIDERA processes	TBC
	1.9.4	Procedure to compile SIDERA	Procedure to compile the source code that	TBC

Reference document	Items list			
		Interfaces	corresponds to SIDERA interfaces.	
	1.9.5	Procedure to install SIDERA Database Scheme	Procedure to install initial database configuration	TBC
	1.9.6	Procedure to produce the escrow package	Procedure to produce the escrow package	TBC
	1.9.7	System Build Procedure	Procedure to build fully functional System from escrow package	TBC
	1.10	Binaries		TBC
	1.10.1	Process Binaries	File resulting from compiling the source code of processes	TBC
	1.10.2	Interfaces Binaries	File resulting from compiling the source code of interfaces	TBC
	1.10.3	SIDERA Reports	Installable file to add enhanced report functionality	TBC
[Doc number and section to be added]	2	Full back up		
	2.1	Full back up of the SIDERA system		TBC
[Doc number and section to be added]	3	Operational tools		
	3.1	Data base creation scripts	Scripts to create database tables and relations	TBC
	3.2	Initial data upload scripts	Scripts to upload initial data	TBC
	3.3	Compilers & resources	Standard Compiler	TBC
	3.4	Testing tools	Compiled file for	TBC

Reference document	Items list				
		and/or simulators	Trips simulator		
	4	Engineering Documentation			
[Doc number and section to be added]	4.1	SIDERA as-built documentation			
		Reference	Title	Description	Location within the escrow media provided
		TBC	Parameterisation		TBC
		TBC	Actions Management		TBC
		TBC	Response Plans		TBC
		TBC	Alarms		TBC
		TBC	Reporting		TBC
		TBC	SIDERA Database		TBC
		TBC	SIDERA Parameters		TBC
		TBC	SIDERA Alarms		TBC
		TBC	SIDERA Reports		TBC
		TBC	SIDERA Screenshots		TBC
		TBC	SIDERA Process Architecture		TBC
[Doc number and section to be added]	4.2	SIDERA User & Administrative manuals			
		Reference	Title	Description	Location within the escrow media provided
			SIDERA Administration Manual		TBC
	SIDERA Operation Manual		TBC		

PART B

LAND, PROPERTY AND THIRD PARTY AGREEMENTS

SCHEDULE 6

Approvals

(Clause 6)

Part A: Approvals to be obtained by RMS

The Planning Approval.

The EPBC Act Approval, to the extent required by Law.

Part B: Approval conditions to be undertaken by RMS, the Asset Trustee or the Project Trustee

1. The Asset Trustee and the Project Trustee must fulfil, and ensure that the State Works Contractor fulfils, all the conditions and requirements of the Planning Approval except to the extent to which this Part B and the table below allocate responsibilities to RMS.
2. RMS is responsible for fulfilling all the conditions and requirements of the Planning Approval to the extent applicable to the:
 - (a) design, construction, commissioning and completion of the Rozelle Interchange Project Works; and
 - (b) the monitoring, operation, maintenance, repair and renewal of the RI RMS Retained Works after the Rozelle Interchange Date of Opening Completion,except to the extent RMS's obligation to fulfil any such condition or requirement is limited in accordance with the table below.
3. Any allocation of responsibility to RMS (whether in full or in part) pursuant to the allocation table below to submit any information, reports, plans, notifications and other documents (**Approval Document**) to the Secretary within a specified timeframe is subject to the relevant Trustee having first provided to RMS drafts of the Approval Documents in a form which meets the requirements of this deed, in accordance with the following timetable:
 - (a) provide a first draft to RMS not less than 18 Business Days in advance of the date upon which the Approval Document(s) are required to be submitted to the Secretary;
 - (b) if a second draft is required by RMS, provide a second draft to RMS not less than 4 Business Days in advance of the date upon which the Approval Document(s) are required to be submitted to the Secretary; and
 - (c) provide the form of Approval Document/s to be submitted to RMS 1 Business Day prior to the date upon which the Approval Document/s are required to be submitted to the Secretary.
4. The Trustees must keep RMS informed of all information, notifications, reports, plans and other documentation which they are required to submit to the Secretary or to any other third party in accordance with this Schedule 6 by providing RMS with a copy of any such documents as soon as practicable after any such submission.
5. Any allocation of responsibility to RMS (whether in full or in part) pursuant to this Schedule 6 will not limit any of the Trustees' obligations under this deed. The Trustees must provide information and assistance as reasonably required by RMS to enable RMS to comply with conditions for which RMS is responsible (in full or in part) under this Schedule 6.

Planning Approval Condition number	Extent of the RMS's responsibility for the Planning Approval Condition specified
A1	RMS must comply with this condition A1 only to the extent it relates to RMS's compliance with conditions B7, B10 - 16, C12, D11, E2, E19, E42, E58, E59, E63-65, E87, E109 – E121, E128, E137, E139, E153, E158 -161, E164 and E166 to the extent set out in this Schedule 6.
A2	RMS must comply with this condition A2 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A3	RMS must comply with this condition A3 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A4	RMS must comply with this condition A4 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A5	RMS must comply with this condition A5 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A6	RMS must comply with this condition A6 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A7	RMS must comply with this condition A7 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A8	RMS must comply with this condition A8 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A9	RMS must comply with this condition A9 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A10	RMS must comply with this condition A10 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A11	RMS must comply with this condition A11 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A12	RMS must comply with this condition A12 only to the extent RMS will provide information and assistance as reasonably required by the Trustees to comply with this condition A12 and will submit the Staging Report to the Secretary.
A13	RMS must only comply with this condition A13 only to the extent it will provide information and assistance as reasonably required by the Trustees to enable the Trustees to comply with this condition A13.
A14	RMS must comply with this condition A14 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A15	RMS must comply with this condition A15 only to the extent it relates to RMS's compliance with the conditions set out in the responsibility allocation for A1 above.
A16	RMS must comply with this condition A16 only to the extent RMS will submit the Staging Report to the Secretary in the form agreed between RMS and the Trustees.

Planning Approval Condition number	Extent of the RMS's responsibility for the Planning Approval Condition specified
A18	RMS must comply with this condition A18 only to the extent RMS will submit details of the ER approved by RMS to the Secretary for approval.
A24	RMS must comply with this condition A24 only to the extent it will select the nominated AA from a list of suitably qualified and experienced individuals provided by the Trustees and submit the details of the nominated AA to the Secretary for approval.
A27	RMS must comply with this condition A27 only to the extent it will provide information and assistance regarding any obligations in the Compliance Tracking Program which relate to RMS's compliance with the conditions set out in the responsibility allocation for A1 above as reasonably required by the Trustees to enable the Trustees to comply with this condition A27.
A28	RMS must comply with this condition A28 only to the extent it will submit the Compliance Tracking Program to the Secretary.
A29	RMS must comply with this condition A29 only to the extent it will provide information and assistance regarding any obligations in the Compliance Tracking Program which relate to RMS's compliance with the conditions to the extent to the extent set out in the responsibility allocation for A1 above as reasonably required by the Trustees to enable the Trustees to comply with this condition A29.
A30	<p>RMS must comply with this condition A30 only to the extent it will:</p> <p>(a) provide information and assistance regarding any obligations in the Pre-Construction Compliance Report which relate to RMS's compliance with the conditions set out in the responsibility allocation for A1 above as reasonably required by the Trustees to enable the Trustees to comply with this condition A30; and</p> <p>(b) submit the Pre-Construction Compliance Report to the Secretary.</p>
A31	RMS must comply with this condition A31 only to the extent it will provide information and assistance regarding any obligations in the Pre-Construction Compliance Report which relate to RMS's compliance with the conditions set out in the responsibility allocation for A1 above as reasonably required by the Trustees to enable the Trustees to comply with this condition A31.
A33	<p>RMS must comply with this condition A33 only to the extent it will:</p> <p>(a) provide information and assistance regarding any obligations in the Construction Compliance Report which relate to RMS's compliance with the conditions set out in the responsibility allocation for A1 above as reasonably required by the Trustees to enable the Trustees to comply with this condition A33; and</p> <p>(b) submit the Construction Compliance Reports to the Secretary.</p>

Planning Approval Condition number	Extent of the RMS's responsibility for the Planning Approval Condition specified
A34	<p>RMS must comply with this condition A34 only to the extent it will:</p> <p>(a) provide information and assistance regarding any obligations in the Pre-Operation Compliance Report which relate to RMS's compliance with the conditions set out in the responsibility allocation for A1 above as reasonably required by the Trustees to enable the Trustees to comply with this condition A34; and</p> <p>(b) submit the Pre-Operation Compliance Report to the Secretary.</p>
A36	RMS must comply with this condition A36 only to the extent it will submit the Environmental Audit Program to the Secretary.
A39	RMS must comply with this condition A39 only to the extent it will submit the Environmental Audit Report to the Secretary.
B1	RMS must comply with this condition B1 only to the extent that it will provide information and assistance reasonably required by the Trustees to enable the Trustees to comply with this condition B1.
B2	RMS must comply with this condition B2 only to the extent that it will provide information and assistance reasonably required by the Trustees to enable the Trustees to comply with this condition B2.
B3	RMS must comply with this condition B3 only to the extent RMS will submit the Communication Strategy to the Secretary for approval.
B5	<p>RMS must comply with this condition B5 only to the extent that RMS will provide information and assistance reasonably required by the Trustees to enable the Trustees to comply with this condition B5.</p> <p>RMS must comply with this condition B5 in respect of the Rozelle Interchange Project Works up to the Date of RI Opening Completion and, after that date, only to the extent that RMS will provide information and assistance reasonably required by the Trustees to enable the Trustees to comply with this condition B5.</p>
B7	RMS must comply with this condition B7.
B8	RMS must comply with this condition B8 only to the extent that RMS will provide the system and templates for the Complaints Register to the Trustees.
B10	RMS must comply with this condition B10 only to the extent RMS will provide the Complaints Register to the Secretary.
B11	RMS must comply with this condition B11.
B12	RMS must comply with this condition B12 only to the extent that RMS must publish the requisite information in a newspaper circulating in the local area as required by this condition B12.
B13	RMS must comply with this condition B13.
B14	RMS must comply with this condition B14.

Planning Approval Condition number	Extent of the RMS's responsibility for the Planning Approval Condition specified
B15	RMS must comply with this condition B15.
B16	RMS must comply with this condition B16.
C3	RMS must comply with this condition C3 only to the extent RMS will submit the CEMP to the Secretary for approval.
C6	RMS must comply with this condition C6 only to the extent RMS will submit the CEMP Sub-plans to the Secretary for approval.
C7	RMS must comply with this condition C7 only to the extent RMS will submit the CEMP Sub-plans and the CEMP to the Secretary for approval.
C12	RMS must comply with this condition C12 only to the extent relevant to items C12(d)(ii), C12(d)(iii) and C12(d)(iv).
C14	RMS must comply with this condition C14 only to the extent RMS will submit the Construction Monitoring Programs to the Secretary for approval.
C17	RMS must comply with this condition C17 only to the extent RMS will submit the Construction Monitoring Report to the Secretary and relevant regulatory authorities.
C21	RMS must comply with this condition C21 to the extent that it will submit the report outlining the findings of the comparative analysis required by Condition C20 to the Secretary for approval
C22	RMS must comply with this condition C22 only to the extent RMS will submit the Site Establishment Management Plan to the Secretary for approval.
D2	The parties agree that this condition D2 will not apply to the Project Works and the Trustees must prepare an OEMP.
D5	RMS must comply with this condition D5 only to the extent RMS will submit the OEMP Sub-plans to the Secretary as part of the OEMP.
D6	RMS must comply with this condition D6 only to the extent RMS will submit the OEMP to the Secretary.
D11	RMS must comply with this condition D11 only to the extent relevant to items D11(d)(ii), D11(d)(iii) and D11(d)(iv).
D12	RMS must comply with this condition D12 only to the extent RMS will notify the Secretary as to the outcomes of the review and any requirements for future monitoring.
D14	RMS must comply with this condition D14 only to the extent RMS will submit the Operational Monitoring Programs to the Secretary for approval.
D17	RMS must comply with this condition D17 only to the extent RMS will submit the Operational Monitoring Reports to the Secretary.

Planning Approval Condition number	Extent of the RMS's responsibility for the Planning Approval Condition specified
E2	<p>RMS must comply with this condition E2 to the extent that RMS will:</p> <ul style="list-style-type: none"> (a) appoint a representative of the Proponent as required in item E2(a)(i) to the AQCCC; and (b) submit the nominated Chair to the Secretary for approval. <p>For the avoidance of doubt, the Trustees will be responsible for appointing a representative of the tunnel operator as required in item E2(a)(i) to the AQCCC.</p>
E10	RMS must comply with this condition E10 only to the extent RMS will submit the report to the Secretary.
E15	RMS must comply with this condition E15 only to the extent RMS will submit the Tunnel Ventilation, Traffic Incident Response and Traffic Management Systems Integration Protocol to the Secretary.
E17	<p>RMS must comply with this condition E17 only to the extent RMS will submit to the Secretary:</p> <ul style="list-style-type: none"> (a) details of the proposed reviewer approved by RMS; and (b) the information provided by the Trustees under this condition E17.
E19	RMS must comply with this condition E19.
E20	RMS must comply with this condition E20 only to the extent it will submit the methods to the Secretary for approval.
E21	RMS must comply with this condition E21 only to the extent it will submit the methodology to the Secretary for approval.
E22	RMS must comply with this condition E22 only to the extent it will submit the appointment of the independent person(s) or organisation(s) to the Secretary for approval.
E25	RMS must comply with this condition E25 only to the extent it will submit the organisation to the Secretary for approval.
E26	RMS must comply with this condition E26 only to the extent that RMS will submit the request regarding closure or discontinued use of an ambient monitoring station to the Secretary for approval.
E27	RMS must comply with this condition E27 only to the extent it will submit the reporting system to the Secretary for approval.
E31	<p>RMS must comply with this condition E31 only to the extent RMS will:</p> <ul style="list-style-type: none"> (a) submit the Tunnel Air Quality Management Systems Effectiveness Report to the Secretary; and (b) submit the appointment of the independent specialist(s) to the Secretary for approval.

Planning Approval Condition number	Extent of the RMS's responsibility for the Planning Approval Condition specified
E32	RMS must comply with this condition E32 only to the extent RMS will submit the Ambient Air Quality Goal Protocol to the Secretary.
E34	RMS must comply with this condition E34 only to the extent RMS will submit the Report on Above-Goal Reading to the Secretary.
E36	RMS must comply with this condition E36 only to the extent that it will submit any proposed alternate timeframe as agreed between RMS and the Trustees to the Secretary for approval.
E37	RMS must comply with this condition E37 only to the extent that it will submit any proposed longer interval as agreed between RMS and the Trustees to the Secretary for approval.
E38	RMS must comply with this condition E38 only to the extent RMS will submit the proposed auditor to the Secretary for approval.
E40	RMS must comply with this condition E40 only to the extent RMS will provide all audit data to the Secretary for inspection.
E41	RMS must comply with this condition E41 only to the extent RMS will submit the independent expert to the Secretary for approval.
E42	RMS must comply with this condition E42.
E48	RMS must comply with this condition E48 only to the extent that RMS will submit a request regarding reinstatement of Bignell Lane, Camperdown as agreed between RMS and the Trustees to the Secretary for approval.
E49	RMS must comply with this condition E49 only to the extent that RMS will submit the request regarding local roads usage as agreed between RMS and the Trustees to the Secretary for approval.
E51	RMS must comply with this condition E51 only to the extent that RMS will submit the request regarding local roads usage as agreed between RMS and the Trustees to the Secretary for approval.
E53	RMS must comply with this condition E53 only to the extent that RMS will provide the records of monitoring to the Secretary and the EPA.
E54	<p>RMS must comply with this condition E54 only to the extent that it will:</p> <ul style="list-style-type: none"> (a) provide information and assistance as reasonably required by the Trustees to enable the Trustees to comply with this condition E54; and (b) submit the Construction Parking and Access Strategy to the Secretary for approval.

Planning Approval Condition number	Extent of the RMS's responsibility for the Planning Approval Condition specified
E56	RMS must comply with this condition E56 only to the extent RMS will: <ul style="list-style-type: none"> (a) select the person to undertake the independent Road Safety Audit(s) from a list of suitably qualified and experienced persons provided by the Trustees; and (b) submit the Road Safety Audit(s) findings and recommendations as agreed between RMS and the Trustees to the Secretary.
E58	RMS must comply with this condition E58.
E59	RMS must comply with this condition E59 only to the extent applicable to facilities at the Rozelle Bay Light Rail Stop.
E63	RMS must comply with this condition E63.
E64	RMS must comply with this condition E64.
E65	RMS must comply with this condition E65.
E76	RMS must comply with this condition E76 only to the extent RMS will submit the outcomes of the community consultation, the identified respite periods and the scheduling of the likely out-of-hour works to the Secretary.
E77	RMS must comply with this condition E77 only to the extent RMS will submit the Out-of-Hours Work Protocol to the Secretary for approval.
E87	RMS must comply with this condition E87.
E92	RMS must comply with this condition E92 only to the extent RMS will submit the ONVR to the Secretary for approval.
E94	RMS must comply with this condition E94 only to the extent RMS will submit the report to the Secretary.
E95	RMS must comply with this condition E95 only to the extent RMS will submit the Operational Noise Compliance Report to the Secretary.
E99	RMS must comply with this condition E99 only to the extent RMS will submit the Blast Management Strategy to the Secretary.
E109	RMS must comply with this condition E109 except to the extent that the Trustees must provide RMS and the Independent Property Impact Assessment Panel with all available information, documents, details and data relating to the Trustee's Activities in order for the Panel to perform their function.
E110	RMS must comply with this condition E110.
E111	RMS must comply with this condition E111.
E112	RMS must comply with this condition E112.

Planning Approval Condition number	Extent of the RMS's responsibility for the Planning Approval Condition specified
E113	<p>RMS must comply with this condition E113 only to the extent that an end use for the following specified parcels of residual land nominated in the Site Access Schedule:</p> <ul style="list-style-type: none"> (a) Pymont Bridge Road Site: SAS No. 1-4, 5B, 6B, 7B, 8B, 9, 10B, 11B, 12B, 13-15 (b) Wattle Street Site - Northcote: SAS No. 27, 28 and 77 (c) Parramatta Road (Ashfield) Site: SAS No. 45-72. <p>exceeds the higher of those as identified in sections 5.1(c)(iv) and 6.9 of the main body SWTC and Appendix B.30 of the SWTC.</p>
E114	RMS must comply with this condition E114.
E115	RMS must comply with this condition E115.
E117	RMS must comply with this condition E117.
E118	RMS must comply with this condition E118.
E119	RMS must comply with this condition E119.
E120	RMS must comply with this condition E120.
E121	RMS must comply with this condition E121.
E127	RMS must comply with this condition E127 only to the extent RMS will submit evidence of this review and the Trustee's consideration of the review to the Secretary.
E128	RMS must comply with this condition E128 only to the extent it will attend if invited onto the Panel as an observer in accordance with condition E128.
E129	RMS must comply with this condition E129 only to the extent RMS will submit the Design Review panel member nominees to the Secretary for approval.
E131	RMS must comply with this condition E131 only to the extent RMS will submit the Design Review Panel Terms of Reference to the Secretary.
E133	RMS must comply with this condition E133 only to the extent that it will provide information and assistance as reasonably required by the Trustees to enable the Trustees to comply with this condition E133.
E134	RMS must comply with this condition E134 only to the extent that it will provide information and assistance as reasonably required by the Trustees to enable the Trustees to comply with this condition E134.
E135	RMS must comply with this condition E135 only to the extent RMS will submit the UDLP to the Secretary for approval.

Planning Approval Condition number	Extent of the RMS's responsibility for the Planning Approval Condition specified
E137	RMS must comply with this condition E137 only to the extent that it will implement any measures required by the Urban Design and Landscape Plan after the Date of Opening Completion in respect of areas outside the Maintenance Site.
E138	RMS must comply with this condition E138 only to the extent RMS will submit the Solar Access and Overshadowing Report to the Secretary.
E139	RMS will comply with this condition E139 after the Date of Opening Completion in respect of areas outside the Maintenance Site.
E140	RMS must comply with this condition E140 only to the extent RMS will submit the Utilities Management Strategy to the Secretary for approval.
E153	RMS must comply with this condition E153 only to the extent that it: (a) applies after the Date of Opening Completion to areas outside the Maintenance Site; and (b) will submit a copy of the Flood Review Report(s) to the Secretary.
E158	RMS must comply with this condition E158.
E159	RMS must comply with this condition E159.
E160	RMS must comply with this condition E160 only to the extent that it relates to Cadden Le Messurier (84 Lilyfield Road) and Former Hotel (78 Lilyfield Road).
E161	RMS must comply with this condition E161.
E163	RMS must comply with this condition E163 only to the extent RMS will submit the Heritage Archival Recording and Salvage Report to the Secretary.
E164	RMS must comply with this condition E164 only to the extent that it relates to Cadden Le Messurier (84 Lilyfield Road) and Former Hotel (78 Lilyfield Road).
E166	RMS must comply with this condition E166.
E172	RMS must comply with this condition E172 only to the extent RMS will submit the Archaeological Excavation Report to the Secretary.
E176	RMS must comply with this condition E176 only to the extent it must review and comment on the Microbat Management Strategy prepared by the Trustees and submitted for RMS's approval.
E179	RMS must comply with this condition E179 only to the extent RMS will submit the report to the Secretary.
E183	RMS must comply with this condition E183 only to the extent RMS will submit the Site Audit Statement and Site Audit Report to the Secretary.
E193	RMS must comply with this condition E193 only to the extent RMS will submit the Groundwater Modelling Report to the Secretary.

Planning Approval Condition number	Extent of the RMS's responsibility for the Planning Approval Condition specified
E194	RMS must comply with this condition E194 only to the extent RMS will submit the updated Groundwater Modelling Report to the Secretary.
E198	RMS must comply with this condition E198 only to the extent RMS will submit the Water Reuse Strategy and any separate Water Reuse Strategies to the Secretary for approval.
E200	RMS must comply with this condition E200 only to the extent RMS will submit the Sustainability Strategy to the Secretary.

SCHEDULE 6A

Planning Approval Modification

(Clause 1.1 definitions of "Compensation Event", "Planning Approval Change", "Planning Approval Modification")

Table 1: Known Modifications

Modification	Description
<p>Northcote Street Civil and Tunnel Site (Northcote Option) (C3a)</p>	<p>Change of use of Northcote Street from a civil site that included laydown of materials and light vehicle parking as currently depicted in EIS to a civil and tunnel site. The following changes would be incorporated:</p> <ul style="list-style-type: none"> • Tunnelling activities and tunnel fitout works would occur within the Northcote Street civil and tunnel site to include excavation of cross-passages, longitudinal egress passages and niches in the tunnels; pavement and drainage works; installation of mechanical and electrical services within the tunnel and fitout of the tunnel with additional infrastructure. • A change in use to a civil and tunnel site to operate 24 hours, seven days a week including the construction of a south-eastern facing decline. • Traffic movements on the site will otherwise be in accordance with the conditions of the Planning Approval. • Spoil haulage route as a result of tunnelling at the Northcote Street civil and tunnel site would be in accordance with the SWTC and in accordance with the conditions of the Planning Approval. • Assets to remain on site in accordance with clause 11AA.1 of the Main Tunnel D&C Deed to minimise noise associated with out of hours tunnelling and spoil handling. • Heavy vehicle access to the Northcote Street civil and tunnel site would be via Parramatta Road and egress from the site via Wattle Street, in the existing locations. • Northcote Street would remain closed at the junction with Parramatta Road during construction. • Stockpiling of excavated material within an acoustic shed. • Demobilisation works and preparation of site for a future use in accordance with the SWTC.
<p>Parramatta Road civil and tunnel sites (C1b & C3b)</p>	<p>The site will be established and operated in accordance with the conditions of the Planning Approval.</p> <p>The only change contemplated at the Parramatta Road (Ashfield) site (referred to in the Site Access Schedule as site areas No. 45-72) will be the construction of a workforce pedestrian access temporary bridge over Parramatta Road.</p> <p>There will be no tunnel spoil handling, tunnel spoil storage or tunnel spoil haulage from this facility.</p>

Modification	Description
<p>Campbell Road civil and tunnel site (C10)</p> <p>(St Peter's Interchange Operational Phase Water Treatment Plant)</p>	<p>Change of activities limited to the relocation of the permanent Water Treatment Plant from the deleted Darley Road civil and tunnel site (C4) to be carried out and supported by the St Peters Interchange Site – Campbell Road, including additional land not contemplated in the M4-M5 Link EIS. The following changes would be incorporated:</p> <ul style="list-style-type: none"> • A change to include the relocation of the operational phase Water Treatment Plant (WTP) to area within the Site Access Schedule. • The WTP will be located on land wholly within the Main Tunnel Works Site at 35 and 36A of the St Peters Interchange Site – Campbell Road Motorway Operation Centre. • The WTP will discharge to existing storm water infrastructure which discharges into the Alexandra Canal. <p>The allocations under Schedule 6 table 1 take precedence regarding discharge location and discharge criteria.</p> <p>The discharge criteria in condition E187 will continue to apply.</p>

Table 2 - Anticipated requirements and conditions

#	Requirement or condition
1.	<p>General</p> <p>The requirements and conditions of the Planning Approval are expected to generally apply to the Project Works the subject of the Planning Approval Modification.</p>
2.	<p>Northcote Street Civil and Tunnelling Site</p> <p>Conditions of approval applicable to the use of surface sites as tunnelling sites which are consistent with the most onerous conditions of approval in respect of tunnelling sites for the WestConnex M4-M5 Link Project, WestConnex M4 East Project, WestConnex New M5 Project and the tender baseline conditions in Attachment 1 to this Schedule 6A.</p>

ATTACHMENT 1

M4-M5 Link - Main Tunnel Works Design and Construct Request for Tender Attachment E.5 – Tender Baseline Conditions of Approval

Sydney Motorway Corporation Pty Limited (ACN 601 507 591)

Reference Number: WMC-020

June 2017

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WestConnex M4-M5 Link

Tender Baseline Conditions of Approval

INTRODUCTION

This document sets out the Tender Baseline Conditions of Approval. Tenderers are required to base their Tender(s) on this set of conditions.

DEFINITIONS

[Note: The definitions provided in **Table 1** are relevant to all CSSI projects and must be included in all CSSI approvals. Definitions of terms used in project-specific conditions may be added to Table 1, if necessary to clarify the meaning of such terms.]

The definitions below apply to terms used in this approval, unless otherwise stated or the context indicates otherwise.

Table 1 – Definitions relevant to all CSSI projects

Term	Definition
Aboriginal object	The same meaning as in the <i>National Parks and Wildlife Act 1974</i> (NSW)
Ancillary facility	A facility established for construction of the project which will be decommissioned at the end of construction including an office and amenities compound, construction compound, material crushing and screening plant, materials storage compound, maintenance workshop, testing laboratory and material stockpile area
Annoying activities	As defined by the <i>Interim Construction Noise Guideline</i> to include: <ul style="list-style-type: none">• use of 'beeper' style reversing or movement alarms, particularly at night-time• use of power saws, such as used for cutting timber, rail lines, masonry, road pavement or steel works• grinding metal, concrete or masonry• rock drilling• line drilling• vibratory rolling• rail tamping and regulating• bitumen milling or profiling• jackhammering, rock hammering or rock breaking• impact piling
CEMP	Construction Environmental Management Plan
Completion of construction	The date upon which all construction works and activities described in the EIS as amended by the Preferred Infrastructure Report are completed, all construction related requirements of the Secretary (if any) have been met and the whole of the CSSI has been constructed to the appropriate standard for operation
Consistency assessment	An assessment of whether a proposed activity for the purpose of the CSSI is consistent with the terms of this approval
Construction	Includes all physical work required to construct the CSSI, other than the following low impact work: (a) survey works including carrying out general alignment survey,

Term	Definition
	<p>installing survey controls (including installation of global positioning system (GPS)), installing repeater stations, carrying out survey of existing and future utilities and building and road dilapidation surveys;</p> <p>(b) investigations including investigative drilling and excavation;</p> <p>(c) heritage excavation and salvage works, subject to addressing related requirements of this approval, including Conditions TCE58-TCE69;</p> <p>(d) treatment of contaminated sites subject to the recommendations of the Soil Contamination Report prepared in accordance with Condition TCE89</p> <p>(e) establishment of ancillary facilities in approved locations or in locations meeting the criteria identified in Condition TCA15 and Condition TCA17 of this approval including constructing ancillary facility access roads and providing utilities to the facility;</p> <p>(f) operation of ancillary facilities if the ER has determined the operational activities will have minimal impact on the environment and community;</p> <p>(g) minor clearing and relocation of native vegetation, as identified in the EIS as amended by the description in the PIR;</p> <p>(h) installation of mitigation measures including erosion and sediment controls, temporary exclusion fencing for sensitive areas and acoustic treatments;</p> <p>(i) property acquisition adjustment works including installation of property fencing, and relocation and adjustments of utilities to property including water supply and electricity;</p> <p>(j) adjustment, relocation, protection and connection of utilities where the relocation or connection has a minor impact to the environment as determined by the ER or as provided in EIS as amended by the description in the PIR;</p> <p>(k) archaeological testing under the <i>Code of practice for archaeological investigation of Aboriginal objects in NSW (DECCW, 2010)</i> or archaeological monitoring undertaken in association with [a]-[j] above to ensure that there is no impact on heritage items;</p> <p>(l) other activities determined by the ER to have minimal environmental impact which may include construction of minor access roads, temporary relocation of pedestrian and cycle paths and the provision of property access; and</p> <p>(m) maintenance of existing buildings and structures required to facilitate the carrying out of the CSSI.</p> <p>However, where heritage items, or threatened species, populations or ecological communities (within the meaning of the EP&A Act) are affected or potentially affected by any low impact work or the low-impact work is within a heritage conservation area, that work is construction, unless otherwise determined by the Secretary in consultation with OEH or DPI Fisheries (in the case of impact upon fish, aquatic invertebrates or marine vegetation).</p> <p>The low impact work described in this definition becomes construction with the approval of a Construction Environmental Management Plan and the Construction Environmental Management Plan must include low impact works to be carried out after the approval of the CEMP.</p>
CSSI	The Critical State Significant Infrastructure, as generally described in Schedule CSSI 7485, the carrying out of which is approved under the

Term	Definition
	terms of this approval
Department	NSW Department of Planning and Environment
DECC	Former NSW Department of Environment and Climate Change
DPI	NSW Department of Primary Industries including DPI Agriculture, DPI Biosecurity and Food Safety, DPI Land and Natural Resources, DPI Water and DPI Fisheries
EIS	The WestConnex M4-M5 Link Environmental Impact Statement dated [insert date] submitted to the Secretary seeking approval to carry out the CSSI and as revised if required by the Secretary under the EP&A Act
EMS	Environmental Management System
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i> (NSW)
EPA	NSW Environment Protection Authority
EPL	Environment Protection Licence under the POEO Act
ER	The Environmental Representative for the CSSI
Feasible and reasonable	Consideration of best practice taking into account the benefit of proposed measures and their technological and associated operational application in the NSW and Australian context. Feasible relates to engineering considerations and what is practical to build. Reasonable relates to the application of judgement in arriving at a decision, taking into account mitigation benefits and cost of mitigation versus benefits provided, community expectations and nature and extent of potential improvements.
Heritage item	A place, building, work, relic, archaeological site, tree, movable object or precinct of heritage significance, that is listed or may be eligible to be listed under one or more of the following registers: the State Heritage Register under the <i>Heritage Act 1977</i> (NSW), a state agency heritage and conservation register under section 170 of the <i>Heritage Act 1977</i> (NSW), a Local Environmental Plan under the EP&A Act, the World, National or Commonwealth Heritage lists under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Commonwealth), and an Aboriginal object or Aboriginal place as defined in section 5 of the <i>National Parks and Wildlife Act 1974</i> (NSW)
Heritage conservation area	An area in which the historical origins and relationships between the various elements create a sense of place. The area is typically aesthetic, historic, scientific or socially significant and has been listed under one or more of the following registers: the State Heritage Register under the <i>Heritage Act 1977</i> ; a State agency heritage and conservation register under section 170 of the <i>Heritage Act 1977</i> ; a Local Environmental Plan under the <i>Environmental Planning and Assessment Act 1979</i> ; the World, National or Commonwealth Heritage lists under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Commonwealth); and/or an Aboriginal object or Aboriginal place as defined in Section 5 of the <i>National Parks and Wildlife Act 1974</i> . A heritage conservation area may be significant due to its: subdivision pattern; pattern of development; style, form type or use of buildings; age of its building stock; parks, gardens or urban spaces; landmark, historical or symbolic sites; streetscapes and skylines; or internal or external views. Usually a number of these elements work together to create a discrete locality of higher significance.

Term	Definition
ICNG	<i>Interim Construction Noise Guideline</i>
Incident	<p>An occurrence or set of circumstances that:</p> <ul style="list-style-type: none"> causes, or threatens to cause, material harm to the environment, community or any member of the community, being actual or potential harm to the health or safety of human beings or to threatened species, endangered ecological communities or ecosystems that is not trivial; or results in non-compliance with this approval. <p><i>Note: This meaning of “material harm” applies for the purpose of this approval only</i></p>
Land	Has the same meaning as in the EP&A Act
Landowner	Has the same meaning as “owner” in the <i>Local Government Act 1993</i> and in relation to a building means the owner of the building
Minister	NSW Minister for Planning
Motorist	Includes drivers, passengers and motor bike riders.
Noise Management Level	As derived from the Interim Construction Noise Guideline
NSW Heritage Council	Heritage Council of NSW
OEH	NSW Office of Environment and Heritage
OEMP	Operational Environmental Management Plan
Operation	<p>The operation of the CSSI (whether in full or in part) for its intended purpose, excluding the following activities carried out during construction:</p> <ul style="list-style-type: none"> commissioning trials of equipment; temporary use of any part of the CSSI; and maintenance works <p><i>Note: Construction and Operation are not mutually exclusive</i></p>
Perceptible level of vibration	The value identified in the Preferred Peak velocity (mm/s) column in Table C1.1 <i>Criteria for exposure to continuous and impulsive vibration in the Assessing Vibration: A technical guideline</i> (DEC 2006)
PIR	The WestConnex M4-M5 Link Preferred Infrastructure Report dated [insert date] submitted to the Secretary under the EP&A Act
POEO Act	<i>Protection of the Environment Operations Act 1997</i> (NSW)
Pre-construction	All work prior to, and in respect of the SSI that is excluded from the definition of, construction.
Proponent	The person or organisation identified as such in Schedule 1 of this approval and any other person carrying out any part of the CSSI from time to time
Recreation area	<p>Means a place used for outdoor recreation that is normally open to the public, and may include:</p> <ol style="list-style-type: none"> a children's playground, or an area used for community sporting activities, or a public park, reserve or garden or the like, <p>and any ancillary buildings, but does not include a recreation facility (indoor), recreation facility (major) or recreation facility (outdoor) (as defined in the Standard Instrument - Principal Local Environmental Plan 2006)</p>

Term	Definition
Registered Aboriginal Parties	As defined in the <i>Aboriginal cultural heritage consultation requirements for proponents 2010</i>
Relevant Council(s)	Any or all as relevant, City of Sydney or Inner West
Relevant Road Authority	The same meaning as the Roads authorities defined in the <i>Roads Act 1993</i>
Relic	The same meaning as in the <i>Heritage Act 1977 (NSW)</i>
Residential zones	As defined by the relevant Local Environment Plan including Zone R1 General Residential, Zone R2 Low Density Residential, Zone R3 Medium Density Residential, Zone R4 High Density Residential
Residual land	Land owned by the Proponent and used in relation to the SSI that the Proponent considers is no longer required for the construction and/or operation of the SSI, or any other road project.
RMS	NSW Roads and Maritime Services
Secretary	Secretary of the NSW Department of Planning and Environment (or nominee, whether nominated before or after the date on which this approval was granted)
Sensitive receiver	Includes residences, educational institutions (including preschools, schools, universities, TAFE colleges), health care facilities (including nursing homes, hospitals), religious facilities (including churches), child care centres, passive recreation areas (including outdoor grounds used for teaching), active recreation areas (including parks and sports grounds), commercial premises (including film and television studios, research facilities, entertainment spaces, temporary accommodation such as caravan parks and camping grounds, restaurants, office premises, retail spaces and industrial premises), and others as identified by the Secretary
Sensitive periods	Period of time determined in consultation with affected sensitive receiver
SES	NSW State Emergency Services
Submissions Report	The report comprising a response to written submissions made during the public exhibition period of the EIS, and submitted to the Secretary under the EP&A Act
TMC	The Transport Management Centre which monitors and manages the NSW State road network 24 hours a day, seven days a week, 365 days a year. During morning and afternoon peak travel times, major events and unplanned incidents, the TMC also monitors and coordinates Sydney's public transport operations across trains, buses ferries and light rail
Tree	Long lived woody perennial plant greater than (or usually greater than) 3 m in height with one or relatively few main stems or trunks
Unexpected heritage find	An unexpected heritage find is a potential heritage item that is discovered (usually during construction) but not identified in the EIS or PIR, where further assessment is required to determine if the item has heritage significance, or is an Aboriginal object, and the Proponent does not have approval to impact the item or object. Unexpected heritage finds do not include human remains, which are dealt with separately
Ventilation outlet	The location and structure from which air within a tunnel is expelled
Works	All physical activities to construct the CSSI

Note: The further definitions provided in **Table 2** are not relevant to all CSSI projects. These

definitions are to be included if relevant to a project.

Table 2 – Further definitions

Term	Definition
CO	Carbon monoxide
NATA	National Association of Testing Authorities, Australia
NO	Nitric oxide
NO ₂	Nitrogen dioxide
NO _x	Oxides of nitrogen
PAH	Polycyclic aromatic hydrocarbons
PM ₁₀	Particulate matter (10 micrometres or less in diameter)
PM _{2.5}	Particulate matter (2.5 micrometres or less in diameter)
VOC	Volatile organic compounds

SUMMARY OF REPORTING REQUIREMENTS

Reports and notifications that must be provided to the Secretary under the terms of this approval are listed in **Table 3**.

Table 3 – Reports and Notifications that must be submitted to the Secretary

Condition	Report / Notification	Timing ¹	Purpose
Part A - Administrative			
TCA11	Staging Report	One month prior to commencement of construction (or operation if only staged operation is proposed) of the first of the proposed stage or within another timeframe agreed with the Secretary	Information
TCA15	Ancillary Facilities Management Plan	One month prior to the installation of any ancillary facilities	Approval
TCA19	Utility Relocation Management Plan	One month prior to the installation of any ancillary facilities	Approval
TCA20	Approval of Environmental Representative	One month prior to commencement of works or within another timeframe agreed with the Secretary	Approval
TCA22(l)	Environmental Representative reports	Within seven days following the end of each month for the duration of pre-construction work and construction or as otherwise agreed with the Secretary	Information
TCA29	Compliance Tracking Program	One month prior to commencement of Construction or within another timeframe agreed with the Secretary	Information
TCA30	Pre-Construction Compliance Report	One month prior to commencement of construction or within another timeframe agreed with the Secretary	Approval

¹ Where a project is staged, all required approvals must be obtained prior to the commencement of the relevant stage.

Condition	Report / Notification	Timing ¹	Purpose
TCA33	Construction Compliance Reports	6-monthly from the date of the commencement of construction or within another timeframe agreed with the Secretary	Information
TCA34	Pre-Operation Compliance Report	One month prior to commencement of operation or within another timeframe agreed with the Secretary	Approval
TCA36	Environmental Audit Program	One month prior to commencement of construction or within another timeframe agreed with the Secretary	Information
TCA40	Notification of incident	As early as possible and within 24 hours of the incident	Information
TCA43	Notification of Incident notified to the EPA under the POEO Act	Within 24 hours of notifying the Environment Protection Authority (EPA)	Information
Part B - Communication Information and Reporting			
TCB3	Community Communication Strategy	One month prior to commencement of any pre-construction work or within three months of the date of this approval, whichever is earlier	Approval
TCB6 and TCB7	Construction complaints management system	On request during construction	Information
TCB11	Complaints Register	On request during construction and operation or within another timeframe agreed with the Secretary	Information
Part C - Construction Environmental Management			
TCC1	CEMP	One month prior to commencement of construction	Approval
TCC3	CEMP Sub-plans	One month prior to commencement of construction	Approval
TCC12	Construction Monitoring Programs	One month prior to commencement of construction or within another timeframe agreed with the Secretary	Approval
TCC16	Construction Monitoring Report	As specified in Construction Monitoring Programs	Information
Part D - Operation Environmental Management			
TCD2	OEMP or EMS	One month prior to commencement of operation or within another timeframe agreed with the Secretary	Approval
TCD3	OEMP Sub-plans	One month prior to commencement of operation or within another timeframe agreed with the Secretary	Approval
TCD9	Operational Performance Audit	Within 15 months of completion of construction or within any other timeframe as agreed with the Secretary	Approval

Condition	Report / Notification	Timing ¹	Purpose
TCD11	Operational Traffic performance	Traffic on local roads monitored 12 months before operation commences and for a period of no less than 12 months after commencement of operation	Information
TCD12	Operational Noise and Vibration Monitoring Report	Three months following the identification of any exceedance.	Information
Part E – Key Issues			
Air Quality			
TCE8	Tunnel Ventilation, Traffic Incident Response and Traffic Management Systems Integration Protocol	One month prior to commencement of operation of a tunnel (whether in full or in part)	Approval
TCE25	Tunnel Air Quality Management Systems Effectiveness Report	Within 20days of any request from the Secretary	Information
TCE31	Ambient Air Quality Goal Protocol	At least 12 months prior to the commencement of operation of the CSSI	Approval
TCE33	Notification of tunnel air quality exceedances	As early as possible and within 24 hours of the exceedance	Information
Biodiversity			
TCE48	Biodiversity Offset Strategy	Within 12 months of construction commencement	Information
Flooding			
TCE51	Flood Mitigation Strategy	Prior to the commencement of works	Information
TCE52	Flood Review Report	A copy of the Flood Review Report(s) must be submitted to the Secretary and relevant council(s) within one month of finalising the report(s).	Information
Groundwater			
TCE54	Groundwater Modelling Report	Prior to finalising tunnel design	Information
Stormwater Drainage			
TCE56	Stormwater Drainage Report	Prior to commencement of any new operational drainage works	Information
Water Reuse Strategy			

Condition	Report / Notification	Timing ¹	Purpose
TCE57	Water Reuse Strategy	Prior to commencement of tunnelling works	Information
Heritage			
TCE58	Heritage Report	12 months after the completion of the work	Information
TCE61	Unexpected Heritage Finds and Humans Remains Procedure	One month prior to commencement of Construction	Information
Noise and Vibration			
TCE72	Blast Management Strategy	One month prior to commencement of blasting	Information
E47	Out of Hours Work Protocol	Prior to any construction activities commencing	Approval
TCE75	Operational Noise Management Plan	One month prior to operation	Approval
TCE79	Operational Noise and Vibration Compliance Report	Within 60 days of completing the operational noise monitoring	Information
Socio-economic, Land Use and Property			
TCE83	Social Infrastructure Plan	Six months after the commencement of Construction	Approval
TCE85	Residual Land Management Plan	The Residual Land Management Plan must be submitted to the Secretary for approval at least 12 months prior to the commencement of operation of the SSI.	Approval
Soils			
TCE89	Soil Contamination Report	Prior to any construction activities commencing	Information
TCE89	Site Audit Statement	One month prior to the commencement of Operation	Information
Sustainability			
TCE99	Sustainability Strategy	Within six months from the date of this approval	Approval
Traffic			

Condition	Report / Notification	Timing ¹	Purpose
TCE108	The Local Road Dilapidation Report	No later than one (1) month before the use of local roads.	Information
TCE114	Road Safety Audit	Made available on request of the Secretary	Information
TCE115	Active Transport Network Implementation Strategy	Within 12 months of the date of this approval	Approval
TCE116	Road Network Performance Review Plan	Within 60days of its completion	Information
TCE118	Operational Parking and Access Strategy	At least 12 months prior to operation	Approval
Urban Design			
TCE121	Nomination of Design Review Panel representatives	Prior to development of the detailed design or as agreed with the Secretary	Approval
TCE124	Urban Design and Landscape Plan	One month prior to the commencement of permanent built works	Information
Overshadowing			
TCE134	Solar Access and Overshadowing Report	Within 12 months of the CSSI approval	Approval
Spoil Management			
TCE138	Spoil Management Plan	Prior to the commencement of tunnelling	Approval
Independent Environmental Audit Report			
TCE157	Independent Environmental Audit Report	Within 12 months of commencement of operation	Information

SCHEDULE 1

PART A

ADMINISTRATIVE CONDITIONS

GENERAL

- TCA1 The CSSI must be carried out generally in accordance with the description of the CSSI in the EIS as amended by the description in the PIR and the terms of this approval.
- TCA2 The CSSI must be carried out generally in accordance with all procedures, commitments, preventative actions, performance criteria and mitigation measures set out in EIS as amended by the PIR unless otherwise specified in, or required under, this approval.
- TCA3 In the event of an inconsistency between the EIS as amended by the description in Chapters XX of the PIR, or any other document required under this approval, and a term of this approval, the term of this approval prevails to the extent of the inconsistency. For the purpose of this condition, there will be an inconsistency between a term of this approval and any document if it is not possible to comply with both the term and the document.
- TCA4 The Proponent must comply with all requirements of the Secretary in relation to:
- (a) the environmental performance of the CSSI;
 - (b) any document or correspondence;
 - (c) any notification given to the Secretary under the terms of this approval;
 - (d) any audit of the construction or operation of the CSSI;
 - (e) compliance with the terms of this approval (including anything required to be done under this approval); and
- the carrying out of any additional monitoring or mitigation measures.
- TCA5 In the event that there are differing interpretations of the terms of this approval, including in relation to a condition of this approval, the Secretary's interpretation is final.
- TCA6 Where the terms of approval provide the Secretary the discretion to alter the requirements of the approval, the Proponent must provide supporting evidence so that the Secretary can consider the need, environmental impacts and consistency of the alteration.
- Note: Inaction and/or expedience will not be supported as justifications for need unless it can be demonstrated that there is beneficial environmental impacts for the project and the affected environment.*
- TCA7 Without limitation, all strategies, plans, programs, reviews, audits, report recommendations, protocols and other documents must be implemented in accordance with all requirements issued by the Secretary from time to time in respect of them.
- TCA8 Where the terms of this approval require consultation with identified parties, details of the consultation undertaken, matters raised by the parties, and how the matters were considered must accompany the strategies, plans, programs, reviews, audits, protocols and the like submitted to the Secretary.
- TCA9 This approval lapses five (5) years after the date on which it is granted, unless works for the purpose of the CSSI are physically commenced on or before that date.
- TCA10 The Proponent is responsible for any breaches of the conditions of this approval resulting from the actions of all persons that it invites onto any site, including contractors, sub-contractors and

visitors.

STAGING

TCA11 The CSSI may be constructed and operated in stages. Where staged construction or operation is proposed, a **Staging Report** (for either or both construction and operation as the case requires) must be prepared and submitted to the Secretary for information. The **Staging Report** must be submitted to the Secretary no later than one month prior to the commencement of construction of the first of the proposed stages of construction (or if only staged operation is proposed, one month prior to the commencement of operation of the first of the proposed stages of operation), or within another timeframe agreed with the Secretary.

TCA12 The **Staging Report** must:

- (a) if staged construction is proposed, set out how the construction of the whole of the CSSI will be staged, including general details of work and other activities to be carried out in each stage and the general timing of when construction of each stage will commence;
- (b) if staged operation is proposed, set out how the operation of the whole of the CSSI will be staged, including general details of work and other activities to be carried out in each stage and the general timing of when operation of each stage will commence;
- (c) specify the relevant conditions of approval that apply to each stage and how compliance with those conditions will be achieved across and between each of the stages of the CSSI; and
- (d) set out mechanisms for managing any cumulative impacts arising from the proposed staging.

TCA13 The CSSI must be staged in accordance with the **Staging Report**, as submitted to the Secretary.

TCA14 Where staging is proposed, the terms of this approval that apply or are relevant to the works or activities to be carried out in a specific stage must be complied with at the relevant time for that stage.

ANCILLARY FACILITIES

TCA15 Ancillary facilities that are not identified by description and location in the EIS as amended by the PIR must not be constructed unless they satisfy the following criteria:

- (a) the facility is development of a type that would, if it were not for the purpose of the CSSI, otherwise be exempt or complying development; or
- (b) the facility is located as follows:
 - (i) at least 50 metres from any waterway unless an erosion and sediment control plan is prepared and implemented so as not to adversely affect water quality in the waterway in accordance with *Managing Urban Stormwater* series;
 - (ii) within or adjacent to land upon which the CSSI is being carried out unless it can be demonstrated that performance criteria established in this approval can be met and that there will be a reduction in impact at other sites and a reduction in the construction program;
 - (iii) with ready access to a road network;
 - (iv) to prevent heavy vehicles travelling on local streets or through residential areas in order to access the facility
 - (v) on level land;
 - (vi) so as to be in accordance with the Interim Construction Noise Guideline (DECC 2009) or as otherwise agreed in writing with affected landowners and occupiers;
 - (vii) so as not to require vegetation clearing beyond the extent of clearing approved under other terms of this approval except as approved by the ER as minor clearing;

- (viii) so as not to have any impact on heritage items (including areas of archaeological sensitivity) beyond the impacts identified, assessed and approved under other terms of this approval;
- (ix) so as not to unreasonably interfere with lawful uses of adjacent properties that are being carried out at the date upon which construction or establishment of the facility is to commence;
- (x) to enable operation of the ancillary facility during flood events referred to in the EIS and amended by the PIR and to avoid or minimise, to the greatest extent practicable, adverse flood impacts on the surrounding environment and other properties and infrastructure; and
- (xi) so as to have sufficient area for the storage of raw materials to minimise, to the greatest extent practicable, the number of deliveries required outside standard construction hours.

TCA16 Prior to establishment of any ancillary facility that satisfies the criteria in **Condition TCA15**, the Proponent must prepare and implement an **Ancillary Facilities Management Plan** which outlines the environmental management practices and procedures for the establishment and operation of the ancillary facility. The **Ancillary Facilities Management Plan** must be prepared in consultation with the EPA and the relevant council and submitted to the Secretary for approval one month prior to installation of ancillary facilities. The **Ancillary Facilities Management Plan** must detail the management of the ancillary facilities and include:

- (a) a description of activities to be undertaken during construction (including scheduling of construction);
- (b) a program for ongoing analysis of the key environmental risks arising from the activities described in subsection (a) of this condition, including an initial risk assessment undertaken prior to the commencement of construction of the CSSI; and
- (c) details of how the activities described in subsection (a) of this condition will be carried out to:
 - i. meet the performance outcomes stated in the EIS as amended in the PIR; and
 - ii. manage the risks identified in the risk analysis undertaken in subsection (b) of this condition.

TCA17 Minor ancillary facilities comprising lunch sheds, office sheds, and portable toilet facilities, that are not identified in the EIS as amended in the EIR and which do not satisfy the criteria set out in **Condition TCA15** of this approval must satisfy the following criteria:

- (a) have no greater environmental and amenity impacts than those that can be managed through the implementation of environmental measures detailed in the **CEMP** required under **Condition TCC1** of this approval; and
- (b) have been assessed by the ER to have:
 - i. minimal amenity impacts to surrounding residences and businesses, after consideration of matters such as compliance with the Interim Construction Noise Guideline (DECC 2009), traffic and access impacts, dust and odour impacts, and visual (including light spill) impacts;
 - ii. minimal environmental impact with respect to waste management and flooding; and
 - iii. no impacts on biodiversity, soil and water, and heritage items beyond those already approved under other terms of this approval.

TCA18 Boundary fencing that incorporates screening must be erected around all ancillary facilities that are adjacent to sensitive receivers for the duration of construction unless otherwise agreed with relevant Council(s), and affected residents, business operators or landowners.

TCA19 Boundary screening required under **Condition TCA19** of this approval must minimise visual, noise and air quality impacts on adjacent sensitive receivers.

UTILITY RELOCATION

TCA20 Prior to carrying out any utility relocation prior to approval of the Construction Environmental Management Plan, the Proponent must prepare and implement a **Utility Relocation Management Plan** which outlines the environmental management practices and procedures for the utility relocations. The **Utility Relocation Management Plan** must reference the Utilities Management Strategy as provided in Appendix F of the EIS and be prepared in consultation with the EPA and the relevant council and utility providers. The Utility Relocation Management Plan must be submitted to the Secretary for approval one month prior to relocation of the utilities. The **Utility Relocation Management Plan** must detail the management of utility relocations, adjustments and protection and include:

- (a) a description of activities to be undertaken during the utility relocations (including scheduling of construction);
- (b) a program for ongoing analysis of the key environmental risks arising from the activities described in subsection (a) of this condition, including an initial risk assessment undertaken prior to the commencement of construction of the CSSI; and
- (c) details of how the activities described in subsection (a) of this condition will be carried out to:
 - iii. meet the performance outcomes stated in the EIS as amended in the PIR; and
 - iv. manage the risks identified in the risk analysis undertaken in subsection (b) of this condition; and
 - v. minimise the use of local roads by heavy vehicles; and
 - vi. minimise the impact of the utility relocation on local residents.

This plan should inform the Utilities Coordination Group as required in **Condition TCA26**.

ENVIRONMENT REPRESENTATIVE

TCA20a A suitably qualified and experienced ER who is independent of the design and construction personnel must be nominated by the Proponent, approved by the Secretary and engaged for the duration of construction of the CSSI. Additional ERs may be engaged for the purpose of this **Condition TCA20a**, in which case the obligations to be carried out by an ER under the terms of this approval may be satisfied by any ER that is approved by the Secretary. The details of nominated ER(s) must be submitted to the Secretary for approval no later than one month prior to the commencement of works, or within another timeframe agreed with the Secretary.

TCA21 Works must not commence until an ER nominated under Condition **TCA20a** of this approval in respect of such works has been approved by the Secretary.

TCA22 From commencement of construction until completion of construction, the approved ER must:

- (a) on behalf of the Proponent, receive and respond to communication from the Secretary in relation to the environmental performance of the CSSI;
- (b) consider and inform the Secretary on matters specified in the terms of this approval;
- (c) consider and recommend any improvements that may be made to work practices to avoid or minimise adverse impact to the environment and to the community;
- (d) review all documents required to be prepared under the terms of this approval, ensure they are consistent with requirements in or under this approval and if so, endorse them prior to submission to the Secretary (if required to be submitted to the Secretary) or prior to implementation (if not required to be submitted to the Secretary);
- (e) regularly monitor the implementation of all documents required to be prepared under the terms of this approval to ensure implementation is being carried out in accordance with what is stated in the document and the terms of this approval;
- (f) notify the Secretary of an incident in accordance with **Condition TCA40** of this approval;
- (g) as may be requested by the Secretary, help plan, attend or undertake Department audits of the CSSI including scoping audits, programming audits, briefings, and site visits, but not audits required under **Condition TCA38** of this approval;
- (h) if conflict arises between the Proponent and the community in relation to the environmental

performance of the CSSI, follow the procedure in the **Community Communication Strategy** approved under **Condition TCB2** of this approval to attempt to resolve the conflict, and if it cannot be resolved, notify the Secretary;

- (i) review any draft consistency assessment that may be carried out by the Proponent, provide advice to the Proponent on whether the work that is the subject of the draft consistency assessment is consistent with the terms of this approval and provide advice on any additional mitigation measures required to minimise the impact of the work;
- (j) consider any minor amendments to be made to the **CEMP**, **CEMP sub-plans** and monitoring programs that comprise updating or are of an administrative nature, and are consistent with the terms of this approval and the **CEMP**, **CEMP sub-plans** and monitoring programs approved by the Secretary and, if satisfied such amendment is necessary, approve the amendment. This does not include any modifications to the terms of this approval;
- (k) assess the impacts of minor ancillary facilities as required by **Condition TCA15** of this approval; and
- (l) prepare and submit to the Secretary and other relevant regulatory agencies, for information, a monthly **Environmental Representative Report** detailing the ER's actions and decisions on matters for which the ER was responsible in the preceding month (or other timeframe agreed with the Secretary). The **Environmental Representative Report** must be submitted within seven (7) days following the end of each month for the duration of construction of the CSSI, or as otherwise agreed with the Secretary.

ACOUSTICS ADVISOR

TCA23 A suitably qualified and experienced Acoustics Advisor (AA), who is independent of the design and construction personnel, must be nominated by the Proponent and engaged for the duration of construction and for no less than six (6) months following operation of the CSSI.

The details of the nominated AA must be submitted to the Secretary for approval no later than one (1) month before commencement of works, or within another timeframe as agreed with the Secretary.

The Proponent must cooperate with the AA by:

- (a) providing access to noise and vibration monitoring activities as they take place;
- (b) providing for review of noise and vibration plans, assessments, monitoring reports, data and analyses undertaken; and
- (c) considering any recommendations to improve practices and demonstrating, to the satisfaction of the AA, why any recommendation is not adopted.

TCA24 Any activities generating noise and vibration in excess of the Noise Management Level derived from the *Interim Construction Noise Guideline* must not commence until an AA, nominated under **Condition TCA23** of this approval, has been approved by the Secretary.

TCA25 The approved AA must:

- (a) receive and respond to communication from the Secretary in relation to the performance of the CSSI in relation to noise and vibration;
- (b) consider and inform the Secretary on matters specified in the terms of this approval relating to noise and vibration;
- (c) consider and recommend, to the Proponent, improvements that may be made to work practices to avoid or minimise adverse noise and vibration impacts;
- (d) review all noise and vibration documents required to be prepared under the terms of this approval and, should they be consistent with the terms of this approval, endorse them before submission to the Secretary (if required to be submitted to the Secretary) or before implementation (if not required to be submitted to the Secretary);

- (e) regularly monitor the implementation of all noise and vibration documents required to be prepared under the terms of this approval to ensure implementation is in accordance with what is stated in the document and the terms of this approval;
- (f) notify the Secretary of noise and vibration incidents in accordance with **Condition TCA40** of this approval;
- (g) in conjunction with the ER, the AA must:
 - i. consider requests for out of hour's construction activities and determine whether to endorse the proposed activities in accordance with **Condition TCA40**;
 - ii. as may be requested by the Secretary or Complaints Commissioner, help plan, attend or undertake audits of noise and vibration management of the CSSI including briefings, and site visits;
 - iii. if conflict arises between the Proponent and the community in relation to the noise and vibration performance during construction of the CSSI, follow the procedure in the Community Communication Strategy approved under **TCB1** of this approval to attempt to resolve the conflict, and if it cannot be resolved, notify the Secretary;
 - iv. consider relevant minor amendments made to the CEMP, relevant sub-plans and noise and vibration monitoring programs that require updating or are of an administrative nature, and are consistent with the terms of this approval and the management plans and monitoring programs approved by the Secretary and, if satisfied such amendment is necessary, endorse the amendment. This does not include any modifications to the terms of this approval;
 - v. assess the noise impacts of minor ancillary facilities as required by **Condition TCA17** of this approval; and
 - vi. prepare and submit to the Secretary and other relevant regulatory agencies, for information, a monthly Noise and Vibration Report detailing the AAs actions and decisions on matters for which the AA was responsible in the preceding month (or other timeframe agreed with the Secretary). The Noise and Vibration Report must be submitted within seven (7) days following the end of each month for the duration of construction of the CSSI, or as otherwise agreed with the Secretary.

UTILITIES COORDINATION

TCA26 As provided for in the Utilities Management Strategy provided in Appendix F of the EIS, and included in **Condition TCA20**, the Proponent must form a Utilities Coordination Group with representatives from other concurrent projects and asset providers operating in the same locality where Utility relocation, adjustment or protection works requires a coordinated approach to the siting of compounds, works areas, access provisions and working hours. The Utilities Coordination Group are to meet regularly and provide notification of planned work at least one month before the work is due to commence. The Utilities Coordination Group will need to include Community Engagement teams and invite relevant Council representatives to be involved with the Utilities Coordination group to ensure coordination across community notifications and consultation activities associated with Utilities work.

COMPLIANCE TRACKING PROGRAM

TCA27 A **Compliance Tracking Program** to monitor compliance with the terms of this approval must be prepared, taking into consideration any staging of the CSSI that is proposed in a **Staging Report** submitted in accordance with **Condition TCA11** and **Condition TCA12** of this approval.

TCA28 The **Compliance Tracking Program** must be endorsed by the ER and then submitted to the Secretary for information prior to the commencement of construction or within another timeframe agreed with the Secretary.

TCA29 The **Compliance Tracking Program** in the form required under **Condition TCA27** of this approval must be implemented for the duration of construction and for a minimum of one (1) year following commencement of operation, or for a longer period as determined by the Secretary based on the outcomes of independent audits, **Environmental Representative**

Reports and regular compliance reviews submitted through **Compliance Reports**. If staged operation is proposed, or operation is commenced of part of the CSSI, the **Compliance Tracking Program** must be implemented for the relevant period for each stage or part of the CSSI.

CONSTRUCTION COMPLIANCE REPORTING

TCA30 A **Pre-Construction Compliance Report** must be prepared and submitted to the Secretary for approval no later than one month prior to the commencement of construction or within another timeframe agreed with the Secretary.

TCA31 The **Pre-Construction Compliance Report** must include:

- (a) details of how the terms of this approval that must be addressed prior to the commencement of construction have been complied with;
- (b) in the event of a non-compliance with the terms of this approval that must be addressed prior to the commencement of construction, details of the non-compliance and action taken to rectify the non-compliance; and
- (c) the commencement date for construction.

TCA32 Construction must not commence until the **Pre-Construction Compliance Report** has been approved by the Secretary.

TCA33 **Construction Compliance Reports** must be prepared and submitted to the Secretary for information every three (3) months from the date of the commencement of construction or within another timeframe agreed with the Secretary, for the duration of construction. The **Construction Compliance Reports** must include:

- (a) a results summary and analysis of environmental monitoring;
- (b) the number of any complaints received, including a summary of main areas of complaint, action taken, response given and proposed strategies for reducing the recurrence of such complaints;
- (c) details of any review of, and minor amendments made to, the **CEMP** as a result of construction carried out during the reporting period;
- (d) a register of any consistency assessments undertaken and their status;
- (e) results of any independent environmental audits and details of any actions taken in response to the recommendations of an audit;
- (f) a summary of all incidents notified in accordance with **Condition TCA40** and **Condition TC42** of this approval; and
- (g) any other matter relating to compliance with the terms of this approval or as requested by the Secretary.

PRE-OPERATION COMPLIANCE REPORT

TCA34 A **Pre-Operation Compliance Report** must be prepared and submitted to the Secretary for approval no later than one month prior to the commencement of operation or within another timeframe agreed with the Secretary. The **Pre-Operation Compliance Report** must include:

- (a) details of how the terms of this approval that must be addressed prior to the commencement of operation have been complied with;
- (b) in the event of a non-compliance with the terms of this approval that must be addressed prior to the commencement of operation, details of the non-compliance and action taken to rectify the non-compliance; and
- (c) the commencement date for operation.

TCA35 Operation must not commence until the **Pre-Operation Compliance Report** has been approved by the Secretary.

AUDITING

TCA36 An **Environmental Audit Program** for quarterly independent environmental auditing against the terms of this approval must be prepared in accordance with *AS/NZS ISO 19011:2014* -

Guidelines for Auditing Management Systems and submitted to the Secretary for information no later than one month prior to the commencement of construction or within another timeframe agreed with the Secretary.

- TCA37 The **Environmental Audit Program**, as submitted to the Secretary, must be implemented for the duration of construction and operation.
- TCA38 All independent environmental audits of the CSSI must be conducted by a suitably qualified, experienced and independent team of experts and be documented in an audit report which:
- (a) assesses the environmental performance of the CSSI, and its effects on the surrounding environment;
 - (b) assesses whether the project is complying with the terms of this approval;
 - (c) reviews the adequacy of any document required under this approval; and
 - (d) recommends measures or actions to improve the environmental performance of the CSSI, and improvements to any document required under this approval.
- TCA39 The Proponent must submit a copy of the audit report to the Secretary with a response to any recommendations contained in the audit report within 6 weeks of completing the audit, or within another timeframe agreed with the Secretary.

INCIDENT NOTIFICATION

- TCA40 The Secretary must be notified as soon as possible and in any event within 24 hours of any incident.
- TCA41 Notification of an incident under **Condition TCA40** of this approval must include the time and date of the incident, details of the incident and must identify any non-compliance with this approval.
- TCA42 Any requirements of the Secretary or relevant public authority (as determined by the Secretary) to address the cause or impact of an incident reported in accordance with **Condition TCA40** of this approval, must be met within the timeframe determined by the Secretary or relevant public authority.
- TCA43 If statutory notification is given to the EPA as required under the POEO Act in relation to the CSSI, such notification must also be provided to the Secretary within 24 hours after the notification was given to the EPA.

PART B

COMMUNITY INFORMATION AND REPORTING

COMMUNITY INFORMATION, CONSULTATION AND INVOLVEMENT

- TCB1 A **Community Communication Strategy** must be prepared to provide mechanisms to facilitate communication between the Proponent, the ER, the relevant Council and the community (including adjoining affected landowners and businesses, and others directly impacted by the CSSI), during the design and construction of the CSSI and for a minimum of 12 months following the completion of construction of the CSSI.
- TCB2 The **Community Communication Strategy** must:
- (a) identify people to be consulted during the design and construction phases;
 - (b) set out procedures and mechanisms for the regular distribution of accessible information about or relevant to the CSSI;
 - (c) provide for the formation of community-based forums, if required, that focus on key environmental management issues for the CSSI;
 - (d) set out procedures and mechanisms:
 - i. through which the community can discuss or provide feedback to the Proponent;
 - ii. through which the Proponent will respond to enquiries or feedback from the community; and
 - iii. to resolve any issues and mediate any disputes that may arise in relation to environmental management and delivery of the CSSI, including disputes regarding rectification or compensation.
- TCB3 The **Community Communication Strategy** must be submitted to the Secretary for approval no later than one month prior to commencement of any work.
- TCB4 Work for the purposes of the CSSI must not commence until the **Community Communication Strategy** has been approved by the Secretary, or within another timeframe agreed with the Secretary.
- TCB5 The **Community Communication Strategy**, as approved by the Secretary, must be implemented for the duration of the works and for 12 months following the completion of construction.

COMPLAINTS MANAGEMENT SYSTEM

- TCB6 A **Complaints Management System** must be prepared prior to the commencement of any works in respect of the CSSI and be implemented and maintained for the duration of construction and for a minimum for 12 months following completion of construction of the CSSI.
- TCB7 The information contained in the **Complaints Management System** must be provided to the Secretary upon request, and within the timeframe stated in the request.
- TCB8 The following information must be available to facilitate community enquiries and complaints within one (1) month from the date of this approval and for 12 months following the completion of construction:
- (a) a 24 hour telephone number for the registration of complaints and enquiries about the CSSI;
 - (b) a postal address to which written complaints and enquires may be sent;
 - (c) an email address to which electronic complaints and enquiries may be transmitted; and
 - (d) a mediation system for complaints unable to be resolved.

This information must be accessible to all in the community regardless of age, ethnicity, disability or literacy level.

TCB9 The telephone number, postal address and email address required under **Condition TCB8** of this approval must be published in a newspaper circulating in the local area prior to the commencement of construction and published in the same way again prior to the commencement of operation. This information must also be provided on the website required under **Condition TCB12** of this approval.

TCB10 A **Complaints Register** must be maintained recording information on all complaints received about the CSSI during the carrying out of any works for the purposes of the CSSI and for a minimum of 12 months following the completion of construction. The **Complaints Register** must record the:

- (a) number of complaints received;
- (b) number of people affected in relation to a complaint;
- (c) means by which the complaint was addressed and whether resolution was reached, with or without mediation.

TCB11 The **Complaints Register** must be provided to the Secretary upon request, within the timeframe stated in the request.

TCB12 Community Complaints Commissioner that is independent of the design and construction personnel must be nominated by the Proponent, approved by the Secretary and engaged during all works associated with the CSSI. The nominated Community Complaints Commissioner must be submitted to the Secretary for approval within one month of the date of this approval or within another timeframe agreed with the Secretary.

TCB13 The role of the Community Complaints Commissioner is to follow up on any complaint where a member of the public is not satisfied by the Proponent's response. Any member of the public that has lodged a complaint which is registered in the Complaints Management System identified in **Condition TCB6** may ask the Community Complaints Commissioner to review the Proponent's response. The application must be submitted in writing and the Community Complaints Commissioner must respond within 28 days of the request being made or other specified timeframe agreed between the Complaints Commissioner and the member of the public.

TCB14 The Community Complaints Commissioner will:

- (a) review the Proponent's unresolved disputes between the project and members of the public if the procedures and mechanisms under **Condition TCB2(d) (iii)** do not satisfactorily address complaints; and
- (b) make recommendations to the Proponent to satisfactorily address complaints, resolve disputes or mitigate against the occurrence of future complaints or disputes.

TCB15 The Community Complaints Commissioner will not act before the Proponent has provided an initial response to a complaint and will not consider issues such as property acquisition where other dispute processes are provided for in this approval, or clear government policy and resolution processes are available, or matters which are not within the scope of the CSSI.

PROVISION OF ELECTRONIC INFORMATION

TCB16 A website providing information in relation to the CSSI must be established prior to commencement of construction and maintained for the duration of construction, and for a minimum of 12 months following the completion of construction. Up-to-date information (excluding confidential commercial information) must be published and maintained on the website or dedicated pages including:

- (a) information on the current implementation status of the CSSI;
 - (b) a copy of the documents listed in **Condition TCA1** and **Condition TCA2** of this approval, and any documentation relating to any modifications made to the CSSI or the terms of this approval;
 - (c) a copy of this approval in its original form, a current consolidated copy of this approval (that is, including any approved modifications to its terms), and copies of any approval granted by the Minister to a modification of the terms of this approval;
 - (d) a copy of each statutory approval, licence or permit required and obtained in relation to the CSSI;
 - (e) a copy of this approval in its original form, a current consolidated copy of this approval (that is, including any approved modifications to its terms), and copies of any approval granted by the Minister to a modification of the terms of this approval;
 - (f) a copy of any Environment Protection Licence required and obtained in relation to the CSSI; and
 - (g) a current copy of each document required under the terms of this approval and any endorsements, approvals or requirements from the ER and Secretary, all of which must be published prior to the commencement of any works to which they relate or prior to their implementation as the case may be; and
 - (h) the outcomes of compliance tracking under **Condition TCA27**, **Condition TCA28** and **Condition TCA29** of this approval.
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PART C

CONSTRUCTION ENVIRONMENTAL MANAGEMENT

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

TCC1 A **Construction Environmental Management Plan (CEMP)** must be prepared to detail how the performance outcomes, commitments and mitigation measures specified in the EIS as amended by the PIR will be implemented and achieved during construction.

TCC2 The **CEMP** must provide:

- (a) a description of activities to be undertaken during construction (including the scheduling of construction);
- (b) details of environmental policies, guidelines and principles to be followed in the construction of the CSSI;
- (c) a schedule for compliance auditing;
- (d) a program for ongoing analysis of the key environmental risks arising from the activities described in subsection (a) of this condition, including an initial risk assessment undertaken prior to the commencement of construction of the CSSI;
- (e) details of how the activities described in subsection (a) of this condition will be carried out to:
 - i. meet the performance outcomes stated in the [EIS/Submissions Report/PIR]; and
 - ii. manage the risks identified in the risk analysis undertaken in subsection (d) of this condition;
- (f) an inspection program detailing the activities to be inspected and frequency of inspections;
- (g) a protocol for managing and reporting any:
 - i. incidents;
 - ii. complaints; and
 non-compliances with this approval and with statutory requirements;
- (h) procedures for rectifying any non-compliance with this approval identified during compliance auditing, incident management or at any time during construction;
- (i) a list of all the **CEMP Sub-plans** required in respect of construction, as set out in **Condition TCC3**. Where staged construction of the CSSI is proposed, the **CEMP** must also identify which **CEMP Sub-plan** applies to each of the proposed stages of construction;
- (j) a description of the roles and environmental responsibilities for relevant employees and their relationship with the ER;
- (k) for training and induction for employees, including contractors and sub-contractors, in relation to environmental and compliance obligations under the terms of this approval;
- (l) for periodic review and update of the **CEMP** and all associated plans and programs.

TCC3 The following **CEMP Sub-plans** must be prepared in consultation with the relevant government agencies identified for each **CEMP Sub-plan**:

	Required CEMP Sub-plan	Relevant government agencies to be consulted for each CEMP Sub-plan
(a)	Traffic and transport	Relevant Council(s), emergency services, Sydney Coordination Office, road user group(s),
(b)	Noise and vibration	Relevant Council(s), EPA
(c)	Biodiversity	Relevant Council(s), OEH
(d)	Air quality	Relevant Council(s), EPA, NSW Health
(e)	Soil and water	DPI Water, Relevant Council(s), OEH, SES, NSW Fire and Rescue

	Required CEMP Sub-plan	Relevant government agencies to be consulted for each CEMP Sub-plan
(f)	Heritage	OEH, Aboriginal stakeholders, Heritage Council of NSW (for non-Aboriginal heritage) and Registered Aboriginal Groups (for Aboriginal
(g)	Groundwater	DPI Water
(h)	Blasting	EPA
(i)	Flood Management	Relevant Council(s), OEH, EPA
(j)	Waste Management Plan	Relevant Council(s), EPA

TCC4 The **CEMP Sub-plans** must state how:

- (a) the environmental performance outcomes identified in the EIS as amended by the PIR will be achieved;
- (b) the environmental management measures identified in the EIS as amended by the PIR will be implemented;
- (c) the relevant terms of this approval will be complied with; and
- (d) issues requiring management during construction, as identified through ongoing environmental risk analysis, will be managed.

TCC5 The **CEMP Sub-plans** must be developed in consultation with relevant government agencies and must include, to the written satisfaction of the Secretary, information requested by an agency to be included in a **CEMP Sub-plan** during such consultation. Details of all information requested by an agency to be included in a **CEMP Sub-plan** as a result of consultation, including copies of all correspondence from those agencies, must be provided with the relevant **CEMP Sub-Plan**.

TCC6 Any of the **CEMP Sub-plans** may be submitted along with, or subsequent to, the submission of the **CEMP** but in any event, no later than one (1) month prior to construction.

TCC7 The **CEMP** must be endorsed by the ER and then submitted to the Secretary for approval no later than one month prior to the commencement of construction or within another timeframe agreed with the Secretary.

TCC8 Construction must not commence until the **CEMP** and all **CEMP Sub-plans** have been approved by the Secretary. The **CEMP** and **CEMP Sub-plans**, as approved by the Secretary, including any minor amendments approved by the ER in accordance with **Condition TCA 22(j)**, must be implemented for the duration of construction.

CONSTRUCTION MONITORING PROGRAMS

TCC9 The following **Construction Monitoring Programs** must be prepared in consultation with the relevant government agencies identified for each **Construction Monitoring Program** to compare actual performance of construction of the CSSI against performance predicted in the [EIS/Submissions Report/PIR] or in the **CEMP**:

	Required Construction Monitoring Programs	Relevant government agencies to be consulted for each Construction Monitoring Program
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	Required Construction Monitoring Programs	Relevant government agencies to be consulted for each Construction Monitoring Program
(a)	Noise and Vibration	EPA and Relevant Council(s)
(b)	Blasting	EPA and Relevant Council(s)
(c)	Water Quality Plan and Monitoring Program	EPA and Relevant Council(s)
(d)	Groundwater	DPI Water, EPA and Relevant Council(s)
(e)	Traffic and transport management: (a) Spoil haulage routes (b) truck identification (number plate tracking) as part of Traffic and Transport Management Plan (c) truck marshalling (d) construction light vehicle car parking	EPA and Relevant Council(s)
(f)	Air quality	EPA, Department of Health and Relevant Council(s)
(g)	Soil and Water management, including flooding	EPA, OEH and Relevant Council(s)

TCC10 Each **Construction Monitoring Program** must provide:

- (a) details of baseline data available;
- (b) details of baseline data to be obtained and when;
- (c) details of all monitoring of the project to be undertaken;
- (d) the parameters of the project to be monitored;
- (e) the frequency of monitoring to be undertaken;
- (f) the location of monitoring;
- (g) the reporting of monitoring results;
- (h) procedures to identify and implement additional mitigation measures where results of monitoring are unsatisfactory; and
- (i) any consultation to be undertaken in relation to the monitoring programs.

TCC11 The **Noise and Vibration and Blast Monitoring Plan** must include provision of real time noise and vibration monitoring data. The real time data must be available to the construction team, Proponent and ER. The Department and EPA must be provided with access to the real time monitoring data.

- TCC12 The **Construction Monitoring Programs** must be developed in consultation with relevant government agencies as identified in **Condition TCC9** of this approval and must include, to the written satisfaction of the Secretary, information requested by an agency to be included in a **Construction Monitoring Programs** during such consultation. Details of all information requested by an agency including copies of all correspondence from those agencies, must be provided with the relevant **Construction Monitoring Program**.
- TCC13 The **Construction Monitoring Programs** must be endorsed by the ER and then submitted to the Secretary for approval at least one month prior to the commencement of construction or within another timeframe agreed with the Secretary.
- TCC14 Construction must not commence until the Secretary has approved all of the required **Construction Monitoring Programs**, and all relevant baseline data for the specific construction activity has been collected.
- TCC15 The **Construction Monitoring Programs**, as approved by the Secretary including any minor amendments approved by the ER in accordance with **Condition TCA2218(j)**, must be implemented for the duration of construction and for any longer period set out in the monitoring program or specified by the Secretary, whichever is the greater.
- TCC16 The results of the **Construction Monitoring Programs** must be submitted to the Secretary, and relevant regulatory agencies, for information in the form of a **Construction Monitoring Report** at the frequency identified in the relevant **Construction Monitoring Program**.
- TCC17 Where a relevant CEMP Sub-plan exists, the relevant Construction Monitoring Program may be incorporated into that CEMP Sub-plan.

PART D

OPERATIONAL ENVIRONMENTAL MANAGEMENT

OPERATIONAL ENVIRONMENTAL MANAGEMENT

TCD1 An **Operational Environmental Management Plan (OEMP)** must be prepared to detail how the performance outcomes, commitments and mitigation measures made and identified in [section/chapter] of the EIS as amended by the PIR will be implemented and achieved during operation. This condition (**Condition TCD1**) does not apply if **Condition TCD2** of this approval applies.

TCD2 An **OEMP** is not required for the CSSI if the Proponent has an **Environmental Management System (EMS)** or equivalent as agreed with the Secretary, and can demonstrate, to the written satisfaction of the Secretary, that through the **EMS**:

- (a) the performance outcomes, commitments and mitigation measures, made and identified in [insert chapter/section] of the EIS as amended by the PIR, and specified relevant terms of this approval can be achieved;
- (b) issues identified through ongoing risk analysis can be managed; and
- (c) procedures are in place for rectifying any non-compliance with this approval identified during compliance auditing, incident management or any other time during operation.

TCD3 Where an **OEMP** is required, the Proponent must include the following **OEMP Sub-plans** in the **OEMP**:

	Required OEMP Sub-plan	Relevant government agencies to be consulted for each OEMP Sub-plan
(a)	Noise and vibration	EPA
(b)	Groundwater Management	EPA, DPI Water
(c)	Traffic and Transport	Sydney Coordination Office, Relevant Road Authority and non-private transport operators
(d)	Flooding and hydrology (including emergency response planning)	Directly affected landowners, OEH, DPI Water, SES, Relevant Council(s)
(e)	Air Quality	EPA, Department of Health

TCD4 Each of the **OEMP Sub-plans** must include the information set out in **Condition TCD2** of this approval.

TCD5 The **OEMP Sub-plans** must be developed in consultation with relevant government agencies as identified in **Condition TCD3** and must include, to the written satisfaction of the Secretary, information requested by an agency to be included in an **OEMP Sub-plan** during such consultation. Details of all information requested by an agency to be included in an **OEMP Sub-plan** as a result of consultation, including copies of all correspondence from those agencies, must be provided with the relevant **OEMP Sub-Plan**.

TCD6 The **OEMP Sub-plans** must be submitted to the Secretary as part of the **OEMP**.

TCD7 The **OEMP** or **EMS** or equivalent as agreed with the Secretary, must be submitted to the Secretary for information no later than one (1) month prior to the commencement of

operation unless another timeframe is agreed with the Secretary.

TCD8 The **OEMP** or **EMS** or equivalent as agreed with the Secretary, as submitted to the Secretary and amended from time to time, must be implemented for the duration of operation and the **OEMP** or **EMS** must be made publicly available prior to the commencement of operation.

OPERATIONAL PERFORMANCE

Urban Design and Landscaping

TCD9 The ongoing maintenance and operation costs of urban design and landscaping items associated, but not limited to, open space generated from the project and works implemented as part of this approval must remain the Proponent's responsibility until satisfactory arrangements have been put in place for the transfer of the asset to the relevant entity. Before the transfer of assets, the Proponent will maintain items and works to the design standards established in the **Urban Design and Land Plan** required by **Condition TCE124**.

Operational Performance Audit

TCD10 Within 15 months of the completion of construction, or any other timeframe as agreed with the Secretary, the Proponent must commission an independent, qualified person or team to undertake an Operational Performance Audit of the CSSI. The independent person or team must be approved by the Secretary before commencement of the Audit. The Operational Performance Audit Report must be submitted to the Secretary within one month of the completion of the Audit or other timeframe agreed with the Secretary. The Audit must:

- (a) assess compliance with the requirement of this approval;
- (b) assess the environmental performance of the CSSI against the predictions made and conclusions drawn in the EIS as amended by the PIR; and
- (c) review the effectiveness of the environmental management of the CSSI, including any environmental impact mitigation.

OPERATIONAL MONITORING

Noise and Vibration

TCD11 The Proponent must prepare an **Operational Noise and Vibration Monitoring Program** to confirm that the operational noise and vibration levels meet the CSSI proposed design objectives as determined in **Condition TCE78** following the commencement of operations.

TCD12 Should the operational noise and vibration levels exceed the CSSI design objectives, the Proponent is to prepare a report, outlining actions that will be taken so that the CSSI meets the design objectives in the future. The report is to be prepared within three (3) months following the identification of the exceedance and be forwarded to the Secretary for information. All recommendations in the report must be implemented within three (3) months of the date of the report or as agreed with the Secretary.

PART E
KEY ISSUE CONDITIONS

AIR QUALITY

- TCE1 In addition to the performance outcomes, commitments and mitigation measures specified in [chapter/section xx] of the EIS as amended in the PIR, all reasonably practicable measures must be implemented to minimise the emission of dust and other air pollutants during the construction and operation of the CSSI.
- TCE2 The ventilation outlets must be constructed at the locations specified in Appendices A, B and C.
- TCE3 Unless otherwise approved by the Secretary, the ventilation facility must be constructed at an approximate height of:
- (a) the Iron Cove ventilation facility: RL XX metres (AHD) being a height of XX metres above the ground in the location shown in Figure 1 in Appendix A;
 - (b) the Rozelle ventilation facility: RL XX metres (AHD) being a height of XX metres above the ground in the location shown in Figure 2 in Appendix B; and
 - (c) the St Peters ventilation facility: RL XX metres (AHD) being a height of XX metres above the ground in the location shown in Figure 3 in Appendix C.

Tunnel Ventilation

- TCE4 The ventilation outlet exit plane must have a minimum exit velocity or variable velocity, as detailed in the EIS as amended in the PIR, to be determined in the **Tunnel Ventilation, Incident Response and Traffic Management Systems Integration Protocol** required under **Condition TCE8**. This is unless an equivalent or better environmental outcome than presented in the Proponent's most up to date air assessment can be demonstrated to the Secretary, in consultation with the EPA.
- TCE5 The tunnel ventilation system must be designed, constructed and operated so as to only release emissions from ventilation outlets and not from the portals or the tunnel support facilities as identified in the [EIS/Submissions Report/PIR], except for emergency smoke management purposes in the event of a fire in a tunnel or periodic testing of the system as defined in the Operation Environmental Management Plan.
- TCE6 The tunnel must be designed and constructed so as to allow for future modification of the ventilation system if required. The Proponent must submit a report to the Secretary demonstrating how this will be allowed for prior to finalising detailed design.
- TCE7 Ventilation outlet emission sampling points must be installed during construction of ventilation outlets at all locations identified in [section/chapter] of the [EIS/Submissions Report/PIR]. The sampling points must be designed and located in accordance with the Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales (EPA, 2007, or as updated), or an equivalent methodology approved by the Secretary in consultation with the EPA.
- TCE8 A **Tunnel Ventilation, Traffic Incident Response and Traffic Management Systems Integration Protocol (Protocol)** must be prepared in consultation with the TMC. The Protocol must be reviewed and endorsed by a suitably qualified and experienced independent ventilation specialist and approved by the Secretary to confirm that, before the tunnel is open to traffic, the ventilation and traffic management systems would operate together to ensure the discharge emission limits in [chapter/section xx] of the [EIS/Submissions Report/PIR] are met.
- TCE9 The **Tunnel Ventilation, Traffic Incident Response and Traffic Management Systems**

Integration Protocol must include a commissioning procedure that is to be carried out before a tunnel (or any part of it) is opened to traffic.

TCE10 The **Tunnel Ventilation, Traffic Incident Response and Traffic Management Systems Integration Protocol** must be submitted to the Secretary for approval no later than one month prior to commencement of operation of a tunnel (whether in full or in part). Operation of a tunnel (whether in full or in part) must not be commenced until the Secretary has approved the Protocol.

TCE11 The **Tunnel Ventilation, Traffic Incident Response and Traffic Management Systems Integration Protocol**, as approved by the Secretary, must be implemented for the duration of operation.

TCE12 Prior to operation, the Proponent must install permanent signage at each tunnel entrance and use variable messaging signage provided at regular intervals throughout the tunnel to instruct tunnel users to close windows and turn on recirculated air. Relevant information about this instruction is to be provided on a website, operated by the Proponent, which is maintained throughout operation of the CSSI.

Air Quality Community Consultative Committee

TCE13 Prior to finalising the detailed design of the CSSI and establishing the ambient air quality monitoring stations required under **Condition TCE26** the Proponent must establish an Air Quality Community Consultative Committee (AQCCC) to provide input prior to and during the operation of the CSSI. The AQCCC must:

- (a) be comprised of
 - i. two representatives from the Proponent and tunnel operator,
 - ii. one representative from each of the relevant councils, whose attendance is only required when considering matters relevant to their respective local government area,
 - iii. three representatives from the local community adjacent to the St Peters ventilation facility or three representatives from the local community adjacent to the Rozelle ventilation facility or three representatives adjacent to the Iron Cove ventilation facility whose attendance is only required when considering matters relevant to their respective local area, and whose appointment has been approved by an expression of interest process conducted by the Proponent in consultation with the Secretary, and
 - iv. a Chair who is an independent party put forward by the Proponent and approved by the Secretary;
- (b) meet at least four times a year, or as otherwise agreed by the chair and the Secretary;
- (c) review and provide advice on the location of the air quality monitoring stations required under **Condition TCD3**, operation environmental management plans and other operation stage documents, compliance tracking reporting, audit reports, or complaints as they relate to air quality; and
- (d) provide advice on the dissemination of monitoring results and other information on air quality issues.

The AQCCC must operate for up to two years after commencement of operation, or as otherwise approved or directed by the Secretary, in consultation with the Chair.

In-Tunnel Air Quality

TCE14 The pollutants within a tunnel must be monitored (by sampling and obtaining results from analysis), as specified in [chapter/section xx] of the [EIS/Submissions Report/PIR]. The sampling method, units of measurement and sampling frequency specified in [chapter/section xx] of the [EIS/Submissions Report/PIR]; [or specified in these conditions] must be followed. Where no sampling methods, units of measurement or sampling frequency are provided in the EIR or as amended by the PIR, **Condition TCE18** will be followed.

- TCE15 The tunnel ventilation system must be designed and operated so that:
- (a) the average concentration of CO and NO₂, calculated on the basis of concentrations obtained from sampling along the length of the tunnel does not exceed the concentration limit specified for that pollutant in [chapter/section xx] of the [EIS/Submissions Report/PIR], [or specified in these conditions]; and
 - (b) the concentration of CO measured at any single point in the tunnel does not exceed the concentration limit specified for that pollutant in [chapter/section xx] of the [EIS/Submissions Report/PIR], [or specified in these conditions] under all conditions in the tunnel (including congested conditions).

TCE16 The Secretary and the Ministry of Health must be notified as early as possible and in any event within 24 hours of any recordings obtained above the limits specified in **Condition TCE14** and **TCE15** of this approval.

TCE17 The provision, operation and maintenance (including all auditing and validation of data) of all air quality monitoring and reporting must be funded by the Proponent.

TCE18 The Proponent must monitor (by sampling and obtaining results by analysis) the pollutants, within the tunnel using the methodologies and frequency specified in **Table 4** throughout the operation of the CSSI. Monitoring must commence on the first day of operation of the CSSI.

Table 4 – In-Tunnel monitoring methodology

Pollutant/parameter	Units of measure	Frequency	Method ¹
CO	ppm	Continuous	Special Method 1 ¹
NO ₂	ppm	Continuous	Special Method 1 ¹
Visibility	m ⁻¹	Continuous	Special Method 1 ¹

Note:

1. *Special Method 1 means a method approved by the Secretary in consultation with the EPA.*

TCE19 The number and location of the monitoring stations inside the tunnel must be determined to permit an accurate calculation, per the requirements of **Conditions TCE20, TCE21** and **TCE22**, and be independently verified in accordance with a methodology approved by the Secretary in consultation with the EPA, at least six months prior to the operation of the CSSI. As a minimum, monitoring stations must be installed at the entry portals, the base of the ventilation outlets, tunnel and ramp junctions and at the emergency smoke extraction facility.

All sampling points and visibility monitoring points established under this condition must be audited at least two months prior commencing monitoring, for compliance with the requirements set out in **Table 4**. Verification and compliance auditing is to be undertaken by an independent person(s) or organisation(s) whose appointment has been approved by the Secretary.

Air quality data is to be made available in as close to real time as possible, under the website reporting requirements of **Condition TCE40**.

In-Tunnel Air Quality - Limits

TCE20 The Proponent must ensure that the average concentrations of CO and NO₂, calculated along the length of the tunnel, do not exceed the concentration limit specified for that pollutant in **Table 5**.

Table 5 – In-tunnel average limits along length of tunnel

Pollutant	Concentration Limit	Units of measurement	Averaging period
CO	87	ppm	Rolling 15-minute
CO	50	ppm	Rolling 30-minute

NO ₂	0.5	ppm	Rolling 15-minute
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TCE21 The Proponent must ensure that the concentration of CO as measured at any single point in the tunnel must not exceed the concentration limit specified for that pollutant in **Table 6** under all conditions (including congested conditions).

Table 6 – In-tunnel single point exposure limits

Pollutant	Concentration Limit	Units of measurement	Averaging period
CO	200	ppm	Rolling 3-minute

TCE22 The tunnel ventilation system must be designed and operated so that the visibility in the tunnel does not exceed the level specified in **Table 7**.

Table 7 – In-tunnel visibility limits along length of tunnel

Parameter	Average extinction co-efficient Limit	Units of measurement	Averaging period
Visibility	0.005	m ⁻¹	Rolling 15-minute

In-Tunnel Air Quality - Limits -Optimisation

TCE23 Prior to commencing operation, an independent person or organisation whose appointment has been approved by the Secretary must:

- (a) verify that compliance with in-tunnel limits detailed in **Table 5, Table 6** and **Table 7**, will:
 - (i) supplement/not preclude compliance with the predicted air quality outcomes presented in the documents referred to in **Condition TCA2**, and
 - (ii) not result in air quality impacts greater than predicted in the documents referred to in **Condition TCA2**;
- (b) assess how the ventilation system has been optimised, taking into consideration energy requirements and air quality impacts for tunnel users; and
- (c) validate recorded monitoring data and certify compliance with the in-tunnel air quality limits.

The information required in this condition will be made available to the Secretary on request.

In-Tunnel Air Quality - Notification and Reporting

TCE24 In addition to the general reporting requirements specified in **Condition TCE39**, the Proponent must notify the Secretary, EPA and NSW Health of any recordings above the limits specified in **Conditions TCE20, TCE21 and TCE22** within 24 hours of the recorded event. The notification must detail the nature of the event, the concentration or visibility levels that occurred, the duration of the event, and the measures employed to minimise the concentration levels and/or improve the visibility levels.

This notification must provide details of the circumstances of the event, including:

- (a) the nature and location of the event, including any details relating to the cause;
- (b) the duration of the event;
- (c) the extent and severity of the event;
- (d) the measures employed to minimise the concentration levels, and measures to improve visibility levels in the event that visibility levels were above the specified limit; and
- (e) the frequency of the event, including whether an event with the same or similar circumstances has occurred previously.

Based on consideration of the circumstances of the event, the Secretary may request the

Proponent to prepare a Tunnel Air Quality Management Systems Effectiveness Report, in accordance with **Condition TCE25**.

TCE25 Within 20 working days of any request by the Secretary under **Condition TCE24**, the Proponent must prepare and submit to the Secretary a **Tunnel Air Quality Management Systems Effectiveness Report** on the overall system performance and cause and major contributor of any exceedances, including:

- (a) the overall performance and concentration levels in the tunnel for the preceding six-month period (or since commencement of operation, where the CSSI has operated for under six months), including average and maximum levels and time periods;
- (b) details of any instances throughout the operation of the CSSI where pollutant concentration levels in the tunnel have exceeded the limits specified in **Conditions TCE20, TCE21 and TCE22**; and
- (c) consideration of improvements to the tunnel air quality management system.

The Tunnel Air Quality Management Systems Effectiveness Report is to be prepared by the Proponent and reviewed by a suitably qualified and experienced independent specialist(s) whose appointment has been approved by the Secretary.

The Proponent must comply with any requirements arising from the Secretary's review of the Tunnel Air Quality Management Systems Effectiveness Report.

Ambient Air Quality - Monitoring

TCE26 The Proponent must monitor (by sampling and obtaining results by analysis) the pollutants and parameters specified in **Table 8** at the following locations as a minimum:

- (a) XX ground level receptors near the Rozelle ventilation outlet, at locations suitable for detecting any impact on air quality from the outlet;
- (b) XX ground level receptors near the Iron Cove ventilation outlet, at locations suitable for detecting any impact on air quality from the outlet
- (c) XX ground level receptors near the St Peters Interchange ventilation outlet, at locations suitable for detecting any impact on air quality from the outlet
- (d) one location within each of the vicinity of both the St Peters Interchange and Rozelle Interchange, as locations suitable for detecting any impact on air quality within the surrounding residential receptors; and
- ((d) one location, away from any of the locations at (a) to (d), suitable for providing background ambient air quality reference data for the project area.

The Proponent must use the sampling method, units of measure, and sampling frequency specified in **Table 8**.

Table 8 – Ambient Air Quality Monitoring Methodologies

Pollutant	Units of measurement	Averaging Period	Frequency	Method ¹
NO	pphm	1-hour	Continuous	AM-12
NO ₂	pphm	1-hour	Continuous	AM-12
NO _x	pphm	1-hour	Continuous	AM-12
PM ₁₀	µg/m ³	µg/m ³	µg/m ³	AS3580.9.8-2008 ²
PM _{2.5} ⁵	µg/m ³	µg/m ³	µg/m ³	AS3580.9.13-2013 ³ or as otherwise agreed by the Secretary in consultation with the EPA
CO	pphm	1-hour, 8-hour	Continuous	AM-6

Parameter ⁴	Units of measurement	Averaging Period	Frequency	Method ¹
Wind Speed @ 10 m	m/s	1-hour	Continuous	AM-2 & AM-4
Wind Direction @ 10 m	°	1-hour	Continuous	AM-2 & AM-4
Sigma Theta @ 10 m	°	1-hour	Continuous	AM-2 & AM-4
Temperature @ 2 m	K	1-hour	Continuous	AM-4
Temperature @ 10 m	K	1-hour	Continuous	AM-4
Other	Units of measurement	Averaging Period	Frequency	Method ¹
Siting	NA	NA	NA	AM-1 & AM-4

Notes:

1. *Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales (EPA, 2007) or as otherwise agreed to in writing by the Secretary in consultation with the EPA.*
2. *AS3580. 9.8-2008, Methods for the Sampling and Analysis of Ambient Air – Determination of Suspended Particulate Matter – PM₁₀ Continuous Direct Mass Method using Tapered Element Oscillating Microbalance Analyser (Standards Australia, 2008).*
3. *AS 3580.9.13-2013, Methods for the Sampling and Analysis of Ambient Air – Determination of Suspended Particulate Matter – PM_{2.5} Continuous Direct Mass Method using a Tapered Element Oscillating Microbalance Analyser (Standards Australia, 2013).*
4. *TBD - location for meteorological monitoring station(s) to be representative of weather conditions likely to occur in the vicinity of the Iron Cove, Rozelle and St Peters ventilation outlets.*
5. *Appropriately modified to include size selective inlet for PM_{2.5} or as otherwise approved by the Secretary.*

TCE27 The monitoring locations must be selected with the objective of achieving like-to-like comparison of monitoring results with available pre-construction data. The locations must also allow for the independent team of experts to review the accuracy of predicted environmental outcomes discussed in the documents referred to in **Conditions TCA1 and TCA2** as part of the environmental audit required under **Condition TCE157**.

All monitoring stations must be established in locations agreed to by the AQCCC and subject to the land owner's and occupier's agreement.

The establishment and operation of the stations is to be undertaken in accordance with recognised Australian standards and undertaken by an organisation accredited by NATA for this purpose and approved by the Secretary in consultation with the EPA and the AQCCC. The quality of the monitoring results must be assured through a NATA accredited process prior to the data being considered as a basis for compliance/auditing purposes.

TCE28 Monitoring results must be made publicly available and must be subject to an independent audit at six-monthly intervals (or at a longer interval, if approved by the Secretary). The auditor must be approved by the Secretary in consultation with the EPA and the AQCCC, and the auditor's report must be directly provided to the Proponent and the AQCCC.

TCE29 The Proponent must commence monitoring for at least twelve continuous months prior to operation and continue monitoring for at least two years following the commencement of operation. At the conclusion of the two-year operational monitoring period, the Proponent must review the need for the commencement of the continuation of the ambient monitoring stations in consultation with the AQCCC. Any recommendation to close any or all of the stations will require the approval of the Secretary in consultation with the EPA.

Ambient Air Quality - Goals

TCE30 Should ambient monitoring of air pollutants exceed the following goals, the provisions of

Conditions TCE31, TCE32 and TCE33 will apply:

- (a) CO – 8 hour rolling average of 9.0 ppm (NEPM);
- (b) NO₂ – One-hour average of 0.12 ppm (245 µg/m³) (NEPM);
- (c) PM_{1.0} – 24-hour average of 50 µg/m³ (NEPM);
- (d) PM_{2.5} – 24-hour average of 25 µg/m³ (NEPM);
- (e) PM_{1.0} – annual average of 25 µg/m³ (NEPM); and
- (f) PM_{2.5} – annual average of 8 µg/m³ (NEPM).

Ambient Air Quality - Notification and Reporting

TCE31 In addition to the general reporting requirements specified in **Condition TCE39**, the Proponent must prepare an **Ambient Air Quality Goal Protocol** for the evaluation of a potential measurement that exceeds the goals. The Ambient Air Quality Goal Protocol must be developed by the Proponent in consultation with the AQCCC and submitted to the Secretary for approval at least 12 months prior to the commencement of operation of the CSSI.

The Ambient Air Quality Goal Protocol must include:

- (a) the form of and process for providing a Notification of Above-Goal Recording, subject to **Condition TCE32**;
- (b) the form and contents of a Report on Above-Goal Recording, subject to **Condition TCE33**; and
- (c) a process for appointing an independent person/organisation to prepare the Report on Above-Goal Recording. The process must include -
 - (i) approval of the independent person/organisation by the Secretary prior to preparation of the report, and
 - (ii) the appointment of the independent person/organisation at least one month prior to the commencement of operation, or at some other time prior to preparation of the report with the agreement of the Secretary.

TCE32 The Ambient Air Quality Goal Protocol must provide a **Notification of Above-Goal Recording** if ambient monitoring of air pollutants records an exceedance of the goals in **Condition TCE30**. The Notification of Above-Goal Recording is to be submitted within 24 hours of the recording, to the Secretary, EPA and NSW Health. The Notification of Above-Goal Recording must detail:

- (a) the nature of the event;
- (b) the concentration or visibility levels that occurred;
- (c) the duration of the event;
- (d) the measures employed to minimise the concentration levels and/or improve the visibility levels; and
- (e) the Proponent's commitment to prepare and submit a Report on Above-Goal Recording in accordance with **Condition TCE33**.

TCE33 Within 20 working days of any Notification of Above-Goal Recording, the Proponent must prepare and submit to the Secretary a **Report on Above-Goal Recording** that details the cause and major contributor of the exceedance and the options available to prevent recurrence.

Where the operation of the tunnel is identified to be a significant contributor to the recorded above-goal reading, the Report on Above-Goal Recording must include consideration of improvements to the tunnel air quality management system so as to achieve compliance with the ambient air quality goals, including but not limited to installation of the additional ventilation management facilities allowed for under **Condition TCE6**, and discussion of whether those improvements are feasible and reasonable.

The Proponent must comply with any requirements arising from the Secretary's review of the

Report on Above-Goal Recording.

Ventilation Outlets - Monitoring

TCE34 The Proponent must install monitoring equipment to monitor pollutants from the ventilation outlets. Pollutant monitoring from the ventilation outlets (by sampling and obtaining results by analysis) must be in accordance with the methods and frequencies for the pollutants and parameters specified in **Table 9** and be undertaken at commencement of and throughout the operation of the CSSI.

The monitoring equipment must be independently audited prior to the commencement of monitoring for compliance with the requirements set out in **Table 9**. The independent person(s) or organisation(s) must be approved by the Secretary and paid for by the Proponent.

Table 9 – Ventilation Outlet Emission Monitoring Methodologies

Pollutant	Units of measure	Frequency	Method ¹
Solid particles	mg/m ³	Continuous	Special Method 1 ⁴
Solid particles	mg/m ³	Quarterly	TM-15
PM ₁₀	mg/m ³	Quarterly	OM-5
PM _{2.5}	mg/m ³	Quarterly	OM-5
NO ₂ or NO or both, as NO ₂ equivalent	mg/m ³	Continuous	CEM-2
NO ₂	mg/m ³	Continuous	CEM-2
CO	mg/m ³	Continuous	CEM-4
VOC ²	mg/m ³	Continuous	CEM-8
Speciated VOC	mg/m ³	Annual	TM-34
Speciated PAH ³	µg/m ³	Annual	OM-6
Parameter	Units of measure	Frequency	Method ¹
Velocity	m/s	Continuous	CEM-6
Volumetric flow rate	m ³ /s	Continuous	CEM-6
Moisture	%	Continuous	TM-22
Temperature	°C	Continuous	TM-2
Other	Units of measure	Frequency	Method ¹
Selection of sampling locations	N/A	N/A	TM-1

Notes:

1. *Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales (EPA 2007) or an alternative method approved by the Secretary in consultation with the EPA.*
2. *Must include, but not be limited to: Benzene, Toluene, Xylenes, 1,3-Butadiene, Formaldehyde and Acetaldehyde.*
3. *Must include, but not limited to; 16 USEPA priority PAHs, namely; Naphthalene, Phenanthrene, Benz(a)anthracene, Benzo(a)pyrene, Acenaphthylene, Anthracene, Chrysene, Indeno(1,2,3-cd)pyrene, Acenaphthene, Fluoranthene, Benzo(b)fluoranthene, Dibenz(a,h)anthracene, Fluorene, Pyrene, Benzo(k)fluoranthene, Benzo(g,h,i)perylene.*
4. *Special Method 1 means a method approved by the Secretary in consultation with the EPA.*

Ventilation Outlets – Limits

TCE35 The concentration of a pollutant discharged from the ventilation outlets must not exceed the respective limits specified for that pollutant in **Table 10**.

Table 10—Ventilation Outlet Mass Pollutant Concentrations

Pollutant	100 percentile limit	Units of measurement	Averaging period	Reference conditions
Solid particles	1.1	mg/m ³	1 hour, or the minimum sampling period specified in the relevant test method, whichever is the greater	Dry, 273K, 101.3kPa
NO ₂ or NO or both, as NO ₂	20	mg/m ³	1-hour block	Dry, 273K, 101.3kPa
NO ₂	2.0	mg/m ³	1-hour block	Dry, 273K, 101.3kPa
CO	40	mg/m ³	1-hour rolling	Dry, 273K, 101.3kPa
VOC (as propane)	4.0	mg/m ³	1-hour rolling	Dry, 273K, 101.3kPa

Ventilation Outlets —Limits —Optimisation

- TCE36 An independent person or organisation approved by the Secretary must:
- (a) verify that compliance with ventilation outlet limits detailed in **Table 10** will -
 - (i) supplement/not preclude compliance with the predicted air quality outcomes presented in the documents referred to in **Conditions TCA1 and TCA2**, and
 - (ii) not result in air quality impacts greater than predicted in the documents referred to in **Conditions TCA1 and TCA2**;
 - (b) assess how ventilation outlet discharge velocities have been optimised taking into consideration energy efficiency requirements and air quality impacts at all sensitive receivers; and,
 - (c) validate recorded monitoring data and certify compliance with the ventilation outlet limits.

The information required in this condition must be made available to the Secretary on request.

The ventilation outlet limits detailed in **Table 10** must be reviewed on a five-yearly basis following commencement of operation of the CSSI and may be lowered (i.e. made more stringent), subject to a sustainability assessment and there being improvements in vehicle fleet emissions, if the Proponent is directed to do so by the Secretary following consultation with the EPA.

Ventilation Outlets —Notification and Reporting

- TCE37 Should the results of monitoring show that any of the ventilation outlet limits specified in **Condition TCE35** have been exceeded, the Proponent must notify the Secretary, EPA and NSW Health within 24 hours of the recorded event. The notification must be followed up with a detailed report within 20 working days, which must be prepared by the Proponent, reviewed by a suitably qualified and experienced independent specialist(s), and submitted to the Secretary, on the cause and major contributor of the exceedance and the options available to prevent recurrence. The Secretary must approve the independent person/organisation prior to the commencement of operation, or at some other time prior to preparation of the report.

Where the operation of the tunnel is identified to be a significant contributor to the recorded exceedance, this report must include consideration of improvements to the tunnel air quality management system so as to achieve compliance with the ambient air quality goals, including

but not limited to installation of the additional ventilation management facilities allowed for under **Condition TCE6**, and discussion of whether those improvements are feasible and reasonable.

The Proponent must comply with any requirements arising from the Secretary's review of the Report.

Emergency Discharge

TCE38 **Conditions TCE20, TCE21, TCE22, TCE30 and TCE35** do not apply in an emergency, as defined in the OEMP required by **Condition TCD3(e)**.

The Proponent must, as soon as reasonably practicable, notify the Secretary and the EPA of any such discharge.

Air Quality — General Reporting

TCE39 The Proponent must develop and implement a reporting system for in-tunnel, ambient and ventilation outlet limits in consultation with the EPA. The reporting system must be approved by the Secretary and fully implemented and operational prior to operation. Minimum analytical reporting requirements for air pollution monitoring stations must be as specified in the *Approved Methods of Modelling and Assessment of Air Pollutants in NSW* (EPA 2007, or as updated).

Air Quality - Public Access to Monitoring Results

TCE40 Results of hourly updated real-time ambient monitoring of PM_{1.0}, PM_{2.5}, visibility, NO₂, and CO at the approved monitoring stations, in-tunnel CO/NO₂ and ventilation outlet measurements, and relevant meteorological data, must be provided on a website and made publicly available each month in hard copy format in an easy to interpret format. This data must be preliminary until a quality assurance check has been undertaken by a person or organisation accredited by NATA for this purpose. The availability of this data must be conveyed to the local community by way of newsletter (including translation into common community languages in the area) and newspaper advertisement at least one month prior to the commencement of operation.

Air Quality — Auditing and Quality Assurance

TCE41 The provision, operation and maintenance (including all auditing and validation of data) of all air quality monitoring and reporting must be funded by the Proponent.

TCE42 All continuous emissions monitoring systems installed and operated as a requirement of **Condition TCE35** must undergo relative accuracy test audits at an interval not exceeding 12 months, or as otherwise agreed to by the Secretary in consultation with the EPA.

TCE43 The Proponent must appoint an external auditor to conduct an audit of the air quality monitoring (in-tunnel and external) at six-monthly intervals or at any longer interval if approved by the Secretary. Air quality audits must commence six months from commencement of operation. The auditor must ensure that the operating procedures and equipment to acquire air monitoring, meteorological data and emission monitoring data and monitoring reporting comply with NATA (or equivalent) requirements and sound laboratory practice. The Proponent must document the results of the audit and make available all audit data for inspection by the Secretary upon request. A copy of the audit report must also be issued to the Proponent and AQCCC. The auditor must be approved by the Secretary in consultation with the EPA and the AQCCC, and the auditor's report must be directly provided to the Proponent and the AQCCC.

TCE44 The Proponent must undertake appropriate quality assurance (QA) and quality control (QC) measures for air quality and ventilation outlet emission monitoring data. This must include, but not be limited to: accreditation/quality systems, staff qualifications and training, auditing,

monitoring procedures, service and maintenance, equipment or system malfunction and records/reporting. The QA/QC measures must be approved by an independent expert approved by the Secretary prior to monitoring of air quality and ventilation outlet emissions as appropriate.

Local and Sub-Regional Air Quality

TCE45 The Proponent must assist the relevant council(s) in developing an air quality assessment process for inclusion in a Development Control Plan or other appropriate planning instrument, in considering planning and building approvals for new development in areas adjacent to the ventilation outlets which would be within a potential three-dimensional zone of affectation (buffer volume). This process must include procedures for identifying the width and height of buildings that are likely to be either affected by the plume from the ventilation outlet or affect the dispersion of the plume from the ventilation outlet through building wake effects. A part of this process, the Proponent must provide data detailing the results of modelling of pollution concentrations at various heights and distances from the ventilation outlets. The Proponent must meet all reasonable costs for the development of this process and any necessary amendments to the planning instrument(s) required to implement the process.

TCE46 Prior to operation, the Proponent must investigate, in consultation with the EPA, the measures for smoky vehicle enforcement in the M4-M5 Link tunnels, taking into consideration cost effectiveness. Any measures implemented as a result of investigation recommendations must be in accordance with current RMS smoky vehicle enforcement programs. The effectiveness of the smoky vehicle enforcement measures must be documented in the Independent Environmental Audit required under **Condition TCE157**.

TCE47 In addition to the performance outcomes, commitments and mitigation measures specified in PIR, all reasonably practicable measures must be implemented to minimise the emission of dust and other air pollutants during the construction and operation of the CSSI.

BIODIVERSITY

TCE48 Where required, the **Biodiversity Offset Strategy (BOS)** as detailed in the [EIS/Submissions Report/PIR] must be implemented within 12 months of the commencement of construction or within another timeframe agreed with the Secretary.

FLOODING

TCE49 Measures identified in [section/chapter xx] of the EIS as amended in the PIR to maintain or improve flood characteristics must be incorporated into the detailed design of the CSSI. The incorporation of these measures into the detailed design must be reviewed and endorsed by a suitably qualified and experienced person in consultation with directly affected landowners, DPI Water, DPI Fisheries, OEH, NSW State Emergency Service (SES), Sydney Water and relevant Councils.

TCE50 Flood information including flood reports, models and geographic information system outputs, and work as executed information from a registered surveyor certifying finished ground levels and the dimensions and finished levels of all structures within the flood prone land, must be provided to the relevant Council, OEH and the SES in order to assist in preparing relevant documents and to reflect changes in flood behaviour as a result of the CSSI. The Council, OEH and the SES must be notified in writing that the information is available no later than one month following the completion of construction. Information requested by the relevant Council, OEH or the SES must be provided no later than six months following the completion of construction or within another timeframe agreed with the relevant Council, OEH and the SES.

Flood Mitigation

- TCE51 A **Flood Mitigation Strategy** must be prepared and implemented in respect of the flood prone land and overland flow paths for the waterways and catchments in the vicinity of the CSSI. The Flood Mitigation Strategy must be designed to ensure that the CSSI, where feasible and reasonable, does not worsen existing flooding characteristics in the vicinity of the CSSI during construction and operation. The Flood Mitigation Strategy must include but not be limited to:
- (a) the identification of flood risks to the CSSI and adjoining areas, including further modelling and the consideration of local drainage catchment assessments, and climate change implications on rainfall and drainage characteristics. This must consider blockages of waterway structures from floating debris in its flood level modelling;
 - (b) a floor level survey to verify whether inundation would be above the floor levels of residential, commercial and/or industrial buildings;
 - (c) the identification of design and mitigation measures that would be implemented to protect proposed operations;
 - (d) not worsen existing flooding characteristics within and in the vicinity of the CSSI boundary during construction and operation, including soil erosion and scouring;
 - (e) consideration of limiting flooding characteristics to the following levels
 - i. a maximum increase in inundation time of one hour in a 1 in 100 year ARI rainfall event,
 - ii. a maximum increase of 10 mm in inundation at properties where floor levels are currently exceeded in a 1 in 100 year ARI rainfall event,
 - iii. a maximum increase of 50 mm in inundation at properties where floor levels would not be exceeded in a 1 in 100 year ARI rainfall event, and
 - iv. no inundation of floor levels which are currently not inundated in a 1 in 100 year ARI rainfall event, or else provide alternative flood mitigation solutions consistent with the intent of these limits;
 - (f) the processes and actions committed to in the mitigation measures referred to in **Conditions TCA1 and TCA2**;
 - (g) the identification of measures to be implemented to minimise scour and dissipate energy at locations where flood velocities are predicted to increase as a result of the CSSI and cause localised soil erosion or scour;
 - (h) reconsideration of the proposed flood storage within flood prone land within the vicinity of the CSSI with the intent of incorporating the flood storage requirements of the CSSI into relevant localities as contained within the CSSI project footprint;
 - (i) identification of drainage system upgrades including those upgrades considered as mitigation measures and identified during the processes outlined in **Condition TCE51(h)**; and
 - (j) identification of the timing and maintenance responsibility of any necessary works.

The Flood Mitigation Strategy must be prepared by a suitably qualified and experienced person in consultation with directly affected landowners, Sydney Water, OEH, and relevant councils.

The Flood Mitigation Strategy must be independently peer reviewed and confirmed as meeting the requirements of this condition by a suitably qualified and experienced independent hydrological engineer.

The Flood Mitigation Strategy and details of the peer review must be submitted to the Secretary and the relevant council(s) prior to the commencement of works which have been identified in the documents listed in **Condition TCA1 and TCA2** as potentially increasing flood levels, or as otherwise agreed by the Secretary.

- TCE52 Unless otherwise agreed by the Secretary, a **Flood Review Report(s)** must be prepared within three months after the first defined flood event for any of the following flood magnitudes - the 5 year ARI event, 20 year ARI event, 100 year ARI event and probable maximum flood - to assess the actual flood impact against those predicted in Appendix Q of the document referred to in **Condition TCA1**. The Flood Review Report(s) must be prepared by an appropriately

qualified person(s) and include:

- (a) identification of the properties and infrastructure affected by flooding during the reportable event;
- (b) a comparison of the actual extent, level, velocity and duration of the flooding event against the impacts predicted in Appendix Q of the document referred to in **Condition TCA1**, or as otherwise altered by the Flood Mitigation Strategy; and
- (c) where the actual extent and level of flooding exceeds the predicted level with the consequent effect of adversely impacting of property(ies), structures and infrastructure, identification of the measures to be implemented to reduce future impacts of flooding related to the CSSI works including the timing and responsibilities for implementation.

Flood mitigation measures must be developed in consultation with the affected property/structure/infrastructure owners, OEH and the relevant councils.

A copy of the Flood Review Report(s) must be submitted to the Secretary and relevant council(s) within one month of finalising the report(s).

Groundwater

TCE53 The Proponent must take all feasible and reasonable measures to limit operational groundwater inflows into each tunnel to no greater than one litre per second across any given kilometre.

TCE54 The Proponent must undertake further modelling of groundwater drawdown, tunnel inflows and saline water migration prior to finalising the design of the tunnel and undertaking any works that would impact on groundwater flows or levels. The modelling must be undertaken in consultation with DPI (Water) and include the results of at least 12 months of current baseline groundwater monitoring data. The results of the modelling must be documented in a **Groundwater Modelling Report**. The Groundwater Modelling Report must be finalised in accordance with the *Australian Groundwater Modelling Guidelines* (National Water Commission, 2012) and prepared in consultation with DPI (Water). The Groundwater Modelling Report must include, but not be limited to:

- (a) justification for layer choice;
- (b) specification of matrix hydraulic and storage parameters for each layer;
- (c) statistical evaluation of the model's calibration;
- (d) details of the groundwater monitoring data inputs (levels and quality);
- (e) details of the proposed groundwater model update and validation as additional data is collected;
- (f) assessment of impacts of groundwater drawdown, taking into consideration the *NSW Aquifer Interference Policy* (DPI, 2012), including potential impacts on licensed bores and groundwater dependent ecosystems;
- (g) a comparison of the results with the modelling results detailed in the document referred to in **Condition TCA1**; and
- (h) documentation of any additional measures that would be implemented to manage and/or mitigate groundwater impacts not previously identified or identified but at a smaller scale.

A copy of the Groundwater Modelling Report must be submitted to the Secretary prior to finalising the tunnel design. The Groundwater Modelling Report must include details of consultation with DPI (Water).

The groundwater model must be updated once 24 months of groundwater monitoring data are available and the results of the modelling provided to the Secretary and DPI (Water) in an updated Groundwater Modelling Report.

Water Quality Plan and Monitoring Program

TCE55 A **Water Quality Plan and Monitoring Program** must be prepared and implemented to monitor and avoid or mitigate impacts on surface and groundwater quality and resources,

during construction and operation. The Water Quality Plan and Monitoring Program must be developed in consultation with DPI (Water), Sydney Water and relevant councils, and must include, but not be limited to:

- (a) identification of works and activities during construction and operation of the CSSI, including tunnel discharge, runoff, emergencies and spill events, that have the potential to impact on groundwater quality, levels or potentiometric pressure (in confined aquifers), and surface water quality of potentially affected watercourses and riparian land;
- (b) a risk management framework for evaluation of the risks to groundwater and surface water resources and dependent ecosystems as a result of groundwater inflows to the tunnels or discharges to surface water receiving environments, including definition of trigger values for contingency and ameliorative measures;
- (c) the identification of environmental management measures that would be implemented to manage impacts to surface waters and groundwater during construction and operation, including water treatment, erosion and sediment control and stormwater management measures consistent with Water Sensitive Urban Design measures, where relevant, and consistent with the measures detailed in the documents listed in **Conditions TCA1** and **TCA2**;
- (d) details of construction water treatment plants and the operational water treatment plants, including treatment processes, discharge water quality criteria (taking into consideration any water uses and proposed rehabilitation measures downstream of the discharge locations), discharge locations and rates (and justification for their location), treatment capacity, and any proposed on-site storage of flows;
- (e) commitment to designing discharge points into watercourses affected by the CSSI to emulate a natural stream system, where feasible and reasonable, or where emulation cannot be achieved, adequate scour protection measures are to be implemented;
- (f) consideration of any naturalisation or rehabilitation programs occurring upstream or downstream of waterways or drainage lines intersected by the CSSI, including Whites Creek;
- (g) the presentation of water quality objectives, standards, environmental values and parameters against which any changes to water quality will be assessed, based on the *Australian and New Zealand Guidelines for Fresh and Marine Water Quality* (Agriculture and Resource Management Council of Australia and New Zealand and the Australian and New Zealand Environment and Conservation Council, 2000). Where alternate guidelines are used to establish water quality objectives (including the levels for protection of aquatic ecosystems in receiving waters), justification for this must be provided. In particular, justification must be provided for the classification of waterways as 'highly disturbed' versus 'slightly to moderately disturbed' receiving environments;
- (h) details on the current water quality, including at least 12 months of representative background monitoring data (including but not limited to representative data collected by the relevant councils, agencies and organisations where readily available) for surface and groundwater quality, levels and potentiometric pressures (in confined aquifers), to establish baseline water conditions prior to the commencement of construction;
- (i) monitoring of the quality of discharges from construction and operational water treatment plants;
- (j) identification of construction and operational phase surface water and groundwater monitoring locations including watercourses and waterbodies which are representative of the potential extent of impacts from the CSSI, including the relevant analytes and frequency of monitoring;
- (k) groundwater monitoring must be able to demonstrate that groundwater discharge quality is consistent with supporting the water quality objectives defined in accordance with **Condition TCE55 (g)** and include, but not be limited to -
 - (i) monitoring of drawdown along the alignment of the tunnels;
- (l) details on the condition and status of licensed bores likely to be impacted by the CSSI;
- (m) commitment to a minimum monitoring period of three years following the completion of construction or until the affected waterways and/or groundwater resources are certified by a suitably qualified and experienced independent expert as being rehabilitated to an acceptable condition, unless otherwise approved or directed by the Secretary. The monitoring must also confirm the establishment of operational water control measures

- (such as sedimentation basins and vegetation swales);
- (n) details of how the potential impact of discharges on receiving waters would be avoided or minimised, including design and operational measures incorporated into the CSSI to protect water quality and, where feasible and reasonable, enhance water quality over time;
- (o) contingency and ameliorative measures in the event that adverse impacts to water quality or groundwater flows, levels or potentiometric pressures (in confined aquifers) are identified, with reference to the impact triggers defined in accordance with **Condition TCE 55b**);
- (p) identification of and commitment to 'make good' provisions for groundwater users to be implemented in the event of a decline in water supply levels, quality and quantity from existing bores associated with groundwater changes from either construction and/or ongoing operational dewatering caused by the CSSI;
- (q) procedures for monitoring of stream bed fracturing;
- (r) procedures for monitoring and annual reporting of extracted groundwater volumes to DPI (Water) for a minimum monitoring period of three years following completion of construction, unless otherwise approved or directed by the Secretary; and
- (s) procedures for annual reporting of the monitoring results to the Secretary, DPI (Water), and the relevant councils.

The Water Quality Plan and Monitoring Program must be submitted to the Secretary for approval prior to the commencement of construction of the CSSI, unless otherwise agreed by the Secretary. A copy of the Water Quality Plan and Monitoring Program must be submitted to the DPI (Water), Sydney Water and relevant councils prior to its implementation.

Nothing in this condition prevents the Proponent from preparing separate Water Quality and Monitoring Programs for the construction and operational stages of the CSSI. Where a separate Water Quality and Monitoring Program is prepared for the operation of the CSSI, this must be submitted to the Secretary for approval at least six months prior to the commencement of operation of the CSSI.

Stormwater Drainage

TCE56 The Proponent must undertake further hydrological and hydraulic modelling based on the detailed design of the CSSI to determine the ability of the receiving drainage systems to effectively convey pavement drainage from the CSSI once operational. The modelling must be undertaken in consultation with the relevant council(s) and the outcomes documented in a **Stormwater Drainage Report**. The Stormwater Drainage Report must:

- (a) confirm the location, size and capacity of all drainage basin structures associated with the operation of the CSSI;
- (b) assess the potential impacts of pavement drainage discharges from the CSSI drainage systems on the receiving environment including the hydrology (water quality and quantity) of receiving waterways, riparian vegetation, aquatic ecology and property;
- (c) identify all feasible and reasonable mitigation measures to be implemented where pavement drainage from the CSSI drainage systems is predicted to adversely impact on the receiving environment;
- (d) where pavement drainage from the CSSI flows to a council stormwater drainage system, confirm the location of the cross drainage point and, where available, use drainage information obtained from the relevant council, to -
 - (i) confirm the capacity of the council's drainage system and its ability to receive and convey the flows,
 - (ii) identify any consequent upstream and downstream impacts on cross drainage infrastructure capacity,
 - (iii) assess the impacts on the receiving environment at the final outflow point resulting from any additional flow volume (including, but not limited to, scour, flooding, water quality impacts, and impacts on riparian vegetation, aquatic ecology and property), and

- (iv) identify all feasible and reasonable mitigation measures to be implemented where increased flows through cross drainage systems adversely impact on council drainage infrastructure and the receiving environment; and
- (e) set out a clear time frame for the implementation of mitigation measures.

The Stormwater Drainage Report must be submitted to the Secretary prior to the commencement of any new operational drainage works, modifications to existing stormwater drainage works, or construction of hard surfaces associated with the operation of the CSSI that would result in runoff to existing or new stormwater drainage systems, unless otherwise agreed by the Secretary.

- TCE57 The Proponent must prepare a **Water Reuse Strategy** which sets out feasible and reasonable options for the reuse of collected stormwater and groundwater during construction and operation of the CSSI. The Water Reuse Strategy must include, but not be limited to:
- (a) evaluation of all feasible and reasonable reuse options;
 - (b) details on the preferred reuse option(s), including volumes of water to be reuse, proposed reuse locations and/or activities, proposed treatment (if required), and any additional licences or approvals that may be required; and
 - (c) a time frame for the implementation of the preferred reuse option(s).

Justification must be provided in the event that it is concluded that no feasible or reasonable reuse options prevail.

A copy of the Water Reuse Strategy must be submitted to the Secretary for approval prior to commencement of tunnelling works.

Nothing in this condition prevents the Proponent from preparing separate Water Reuse Strategies for the construction and operational phases of the CSSI. Where a separate Strategy is prepared for the operation of the CSSI, this must be submitted to the Secretary for approval at least six months prior to the commencement of operation of the CSSI.

HEALTH AND SAFETY

Note: No standard condition anticipated. Project specific condition to be applied if required.

HERITAGE

- TCE58 Following completion of all work described in [section/chapter] of the [EIS/Submissions Report/PIR] in relation to heritage items, a **Heritage Report** including the details of any archival recording, further historical research either undertaken or to be carried out and archaeological excavations (with artefact analysis and identification of a final repository for finds), must be prepared in accordance with any guidelines and standards required by the Heritage Council of NSW and OEH.
- TCE59 The **Heritage Report** must be submitted to the Secretary, the Heritage Council of NSW and OEH for information no later than 12 months after the completion of the work referred to in **Condition TCE58**, or within another timeframe agreed with the Secretary.
- TCE60 Prior to conducting acoustic treatment at any heritage item identified in [section/chapter] of the [EIS/Submissions Report/PIR], the advice of a suitably qualified and experienced built heritage expert must be obtained and implemented to ensure any such work does not have an adverse impact on the heritage significance of the item.
- TCE61 An **Unexpected Heritage Finds and Human Remains Procedure** must be prepared to manage unexpected heritage finds in accordance with any guidelines and standards prepared by the Heritage Council of NSW or OEH.

TCE62 The **Unexpected Heritage Finds and Human Remains Procedure** must be prepared by a suitably qualified and experienced heritage specialist in consultation with OEH and the Heritage Council of NSW and submitted to the Secretary for information no later than one month prior to the commencement of construction or within another timeframe agreed with the Secretary.

TCE63 The **Unexpected Heritage Finds and Human Remains Procedure**, as submitted to the Secretary, must be implemented for the duration of construction and during operational maintenance works.

Note: Human remains that are found unexpectedly during works are under the jurisdiction of the NSW State Coroner and must be reported to the NSW Police immediately.

TCE64 The Proponent must not destroy, modify or otherwise physically affect any heritage items, including human remains, outside of the CSSI footprint. This approval does not allow the Proponent to harm, modify, or otherwise impact human remains uncovered during the construction and operation of the CSSI.

TCE65 The Proponent must salvage items and materials from heritage items as advised by an independent heritage consultant. The list of items and materials to be salvaged must be developed in consultation with the relevant council(s) and submitted to the Secretary for consideration prior to demolition of any heritage items. How the items are reused in the project is to be detailed in the **Urban Design and Landscape Plan** required by **Condition TCE124**

Any residual items and materials are to be made available, through a process to be developed by the Proponent in consultation with the relevant council(s), to property owners within the locality from where the material originated.

TCE66 Identified impacts to heritage items and heritage conservation areas must be minimised through both detailed design and construction. The measures for ensuring this are to be detailed in the Construction Heritage Management Plan required by **Condition TCC3(f)**

TCE67 Prior to conducting acoustic treatment at any heritage items in accordance with this approval, the Proponent must obtain and implement the advice of an appropriately qualified and experienced heritage expert to ensure such work is carried out in a manner sympathetic to the heritage values of the item.

TCE68 Any buildings or structures identified as potential heritage items in the documents listed in **Conditions TCA2(b)** and **TCA2(c)** or identified during detailed design or construction of the CSSI, must be dealt with as though they are a locally listed heritage item.

TCE69 The Proponent must prepare a **Heritage Interpretation Plan** which identifies and interprets the key heritage values and stories of heritage items and heritage conservation areas impacted by the CSSI. The Heritage Interpretation Plan must include, but not be limited to:

- (a) a discussion of the key interpretive themes, stories and messages proposed to interpret the history and significance of the affected heritage items and sections of heritage conservation areas; and
- (b) identification and confirmation of interpretive initiatives implemented to mitigate impacts to archaeological relics, heritage items and conservation areas affected by the CSSI.

The Heritage Interpretation Plan must be prepared in consultation with the Heritage Council of NSW and the relevant local councils. A copy of the Plan must be provided to the Heritage Council of NSW, the relevant local councils and the Secretary at least six months prior to the operation of the CSSI.

NOISE AND VIBRATION

Note: Project-specific conditions relating to out of hours works and high noise and vibration impact works may be required based on predictions and statements included in the [EIS/Submissions Report/PIR].

- E28 The Proponent must ensure that vibration from construction activities does not exceed the vibration limits set out in the British Standard BS 7385-2:1993 Evaluation and measurement for vibration in buildings. Guide to damage levels from ground borne vibration
- E29 Owners of properties at risk of exceeding the screening criteria for cosmetic damage must be notified before construction that generates vibration commences in the vicinity of those properties. These properties must be considered in the Noise and Vibration management sub plan required by **Condition TCC3**.
- E30 The Proponent must conduct vibration testing before and during vibration generating activities that have the potential to impact on heritage items to identify minimum working distances to prevent cosmetic damage. In the event that the vibration testing and monitoring shows that the preferred values for vibration are likely to be exceeded, the Proponent must review the construction methodology and, if necessary, implement additional mitigation measures.
- E31 The Proponent must seek the advice of a heritage specialist on methods and locations for installing equipment used for vibration, movement and noise monitoring of heritage-listed structures.
- E33 Construction Noise and Vibration Impact Statements must be prepared for each construction site before construction noise and vibration impacts commence and include specific mitigation measures identified through consultation with affected sensitive receivers.
- E34 Noise generating works in the vicinity of potentially-affected community, religious, educational institutions and noise and vibration-sensitive businesses and critical working areas (such as theatres, laboratories and operating theatres) must not be timetabled within sensitive periods, unless other reasonable arrangements to the affected institutions are made at no cost to the affected institution or as otherwise approved by the Secretary.

Standard Construction Hours

- E36 Construction, except as allowed by **Condition E48** (excluding cut and cover tunnelling), must only be undertaken during the following standard construction hours:
- (a) 7:00am to 6:00pm Mondays to Fridays, inclusive;
 - (b) 8:00am to 1:00pm Saturdays; and
 - (c) at no time on Sundays or public holidays.

Respite for Receivers

- E38 The Proponent must consult with all highly noise affected receivers as identified in the EIS for the following construction activities (XXXX) with the objective of determining appropriate hours of respite so that construction noise (including ground-borne noise), does not exceed internal noise levels of:
- (a) Leq(15 minute) 60 dB(A) inclusive of a 5 dB penalty if rock breaking or any other annoying activity likely to result in ground-borne noise or a perceptible level of vibration is planned between 7am – 8pm for more than 50 percent of the time; and
 - (b) Leq(15 minute) 55 dB(A) inclusive of a 5 dB penalty if rock breaking or any other annoying activity likely to result in ground-borne noise or a perceptible level of vibration is

planned between 7am – 8pm for more than 25 percent of the time, unless an agreement is reached with those receivers.

- E39 The Proponent must consult with proponents of other construction works in the vicinity of the CSSI and take reasonable steps to coordinate works to minimise cumulative impacts of noise and vibration and maximise respite for affected sensitive receivers.
- E40 The Proponent must ensure all works (including utility works associated with the CSSI where undertaken by third parties) are coordinated to provide the required respite periods identified in accordance with the terms of this approval. This is to be coordinated as per **Condition TCA20** Utilities Relocation Management Plan including the Utilities Management Strategy.

Variation to Standard Construction Hours

- E44 Notwithstanding **Condition E36** construction associated with the CSSI may be undertaken outside the hours specified under those conditions in the following circumstances:
- (a) for the delivery of materials required by the NSW Police Force or other authority for safety reasons; or
 - (b) where it is required in an emergency to avoid injury or the loss of life, to avoid damage or loss of property or to prevent environmental harm; or
 - (c) where different construction hours are permitted or required under an EPL in force in respect of the construction; or
 - (d) construction that causes LAeq(15 minute) noise levels:
 - i. no more than 5 dB(A) above the rating background level at any residence in accordance with the Interim Construction Noise Guideline (DECC, 2009), and
 - ii. no more than the noise management levels specified in Table 3 of the Interim Construction Noise Guideline (DECC, 2009) at other sensitive land uses, and
 - iii. continuous or impulsive vibration values, measured at the most affected residence are no more than those for human exposure to vibration, specified in Table 2.2 of Assessing Vibration: a technical guideline (DEC, 2006), and
 - iv. intermittent vibration values measured at the most affected residence are no more than those for human exposure to vibration, specified in Table 2.4 of Assessing Vibration: a technical guideline (DEC, 2006); or
 - (e) where a negotiated agreement has been reached with a substantial majority of sensitive receivers who are within the vicinity of and may be potentially affected by the particular construction, and the noise management levels and/or limits for ground-borne noise and vibration (human comfort) cannot be achieved. All agreements must be in writing and a copy forwarded to the Secretary at least one (1) week before the works commencing; or
 - (f) construction approved through an Out of Hours Work Protocol referred to in **Condition E47**, provided the relevant council, local residents and other affected stakeholders and sensitive receivers are informed of the timing and duration at least five (5) days and no more than 14 days before the commencement of the works.
- E45 On becoming aware of the need for emergency construction in accordance with Condition E44(b), the Proponent must notify the AA, the ER and the EPA (if an EPL applies) of the need for those activities or work. The Proponent must also use best endeavours to notify all affected sensitive receivers of the likely impact and duration of those works.
- E46 Notwithstanding **Conditions E44** and **E48**, rock breaking and other particularly annoying activities are not permitted outside of standard construction hours, , unless the noise management level derived from the Interim Construction Noise Guideline can be achieved at sensitive receivers.

Out of Hours Work Protocol

- E47 An Out of Hours Work Protocol for the assessment, management and approval of work outside of standard construction hours, as defined in **Condition E36** of this approval, must be prepared

in consultation with the EPA and submitted to the Secretary for approval before construction commences for works not subject to an EPL. The protocol must include:

- (a) the identification of low and high risk construction activities;
- (b) a risk assessment process in which the AA reviews all proposed out of hours activities and identifies their risk levels;
- (c) a process for the endorsement of out of hours activities by the AA and approval by the ER for construction activities deemed to be of:
 - i. low environmental risk; or
 - ii. high risk where all construction works cease by 9pm.

All other high risk out of hours construction must be submitted to the Secretary for approval unless otherwise approved through an EPL.

The protocol must detail standard assessment, mitigation and notification requirements for high and low risk out of hours works, and detail a standard protocol for referring applications to the Secretary.

24 Hour Construction

E48 Notwithstanding **Condition E36** of this approval and subject to **Condition E47**, the following activities may be undertaken 24 hours per day, seven (7) days per week but only if the resulting noise and vibration is within the limits for ground-borne noise and vibration (human comfort) provided in the [EIS/Submissions Report/PIR] unless different hours, times or limits on the tunnelling, excavation and haulage are permitted or required under an EPL in force, in which case those hours, times and limits must be complied with:

- (a) tunnelling and associated support activities (excluding cut and cover tunnelling);
- (b) excavation within an acoustic enclosure;
- (c) haulage and delivery of spoil and materials.

E49 All acoustic sheds must be erected as soon as site establishment works at the facilities are completed and before undertaking any works or activities which are required to be conducted within the sheds.

Blasting Management Strategy

Note: Project specific conditions specifying blasting hours may be required. Performance standards for blasting will be applied where appropriate, on a project-specific basis.

TCE70 A **Blast Management Strategy** must be prepared and must include:

- (d) sequencing and review of trial blasting to inform blasting;
- (e) regularity of blasting;
- (f) intensity of blasting;
- (g) periods of relief; and
- (h) blasting program.

TCE71 The **Blast Management Strategy** must be endorsed by a suitably qualified and experienced person. The **Blast Management Strategy** must be prepared in accordance with relevant guidelines and in consultation with the EPA, in order to ensure that all blasting and associated activities are carried out so as not to generate unacceptable noise and vibration impacts or pose a significant risk to sensitive receivers.

TCE72 The **Blast Management Strategy** must be submitted to the Secretary for information no later than one month prior to the commencement of blasting. The Strategy as submitted to the

Secretary, must be implemented for all blasting activities.

Operational Noise and Vibration

TCE73 The CSSI must be designed and operated with the objective of meeting the requirements of the *NSW Road Noise Policy* (DECCW, 2011) and must, where feasible and reasonable, include the provision of at-property architectural treatment to all affected sensitive receivers in multi-level dwellings where the project noise criteria are exceeded, unless otherwise agreed to by the owner of the noise-affected residence.

TCE74 The Proponent must design and operate all fixed facilities, including the motorway operations complexes, tunnel portals; ventilation facilities, substations, pumps and water treatment plants, maintenance facility, workshops, car parking and the emergency smoke extraction outlets with the objective of not exceeding the noise requirements of the *NSW Industrial Noise Policy* (EPA, 2000) and the *Sleep Disturbance Application Note to the NSW Industrial Noise Policy*. The Proponent must apply mitigation at existing receivers where the noise requirements cannot be achieved.

TCE75 A detailed **Operational Noise Management Plan** must be prepared as part of the Operational Environmental Management Plan required by **Condition TCD3** and submitted to the Secretary for approval. The Operational Noise Management Plan must provide details of noise and vibration control measures to be undertaken during the operation stages, and generally in accordance with the *NSW Road Noise Policy* (DECCW, 2011) and the *NSW Industrial Noise Policy* (EPA, 2000).

The Operational Noise Management Plan must include, but not be limited to:

- (a) tests for ascertaining acoustic parameters;
- (b) predicted noise levels;
- (c) noise criteria for operation of the project based on the objectives of the *NSW Road Noise Policy* (DECCW, 2011) and the *NSW Industrial Noise Policy* (EPA, 2000);
- (d) location, type and timing of erection of permanent noise barriers and/or other noise mitigation measures demonstrating best practice including silencers and building treatments for associated plant rooms and enclosures for exposed plant;
- (e) specific physical and managerial measures for controlling noise;
- (f) noise monitoring, reporting and response procedures including the monitoring on surrounding roads which experience significantly increased traffic volumes as a result of the project, and including operational facilities;
- (g) procedures for operational noise and vibration complaints management, including investigation and monitoring (subject to complainant agreement); and
- (h) an **Operational Ancillary Facility Noise Management Sub-Plan** including, but not limited to -
 - (i) identification of the final location of all operational ancillary facilities and plant including the Motorway Complex, ventilation facilities, tunnel jet fans and water treatment plants,
 - (ii) the sound power levels of all chosen equipment and plant to be utilised during operation including spectral sound characteristics and frequency data,
 - (iii) identification and/or confirmation of sensitive receivers and appropriate categorisation of the surrounding area in accordance with the INP,
 - (iv) identification of the applicable noise goals, including spectral frequency, for all sensitive receivers identified as being potentially impacted by any operational ancillary facility,
 - (v) presentation of noise assessment and predicted impacts including the use of mapping and noise contours,
 - (vi) identification and implementation of appropriate mitigation measures including building treatment, site layout, attenuators and demonstration that chosen mitigation measures can adequately achieve the noise goals in the INP, and
 - (vii) details of maintenance and inspection schedules to ensure plant, equipment and other operational ancillary facilities are operating at optimal levels; and

- (i) mechanisms for the monitoring and review of the **Operational Noise Management Plan**.

TCE76 For the purpose of assessment of noise criteria specified in the **Operational Noise Management Plan**, required under **Condition TCE75**, noise from the development arising from ventilation facilities and plant must be:

- (a) measured at the most affected point on or within the site boundary at the most sensitive locations to determine compliance with $L_{Aeq,T}$ noise limits;
- (b) measured in the free field at least three to five metres from any vertical reflecting surface in line with the worst-affected dwelling facade to determine compliance with L_{Amax} noise limits; and
- (c) subject to the modification factors provided in Section 4 of the *NSW Industrial Noise Policy* (EPA, 2000), where applicable.

Notwithstanding, should direct measurement of noise from the fixed facilities be impractical, the Proponent may employ an alternative noise assessment method deemed acceptable by the EPA (refer to Section 11 of the *NSW Industrial Noise Policy* (EPA, 2000)). Details of such an alternative noise assessment method accepted by the EPA must be submitted to the Secretary prior to the implementation of the assessment method.

TCE77 The Proponent must design and operate the CSSI with the objective, where feasible and reasonable, of not exceeding the vibration goals for human exposure for existing receivers, as presented in *Assessing vibration: a technical guideline* (DECC, 2006).

TCE78 The Proponent must prepare an **Operational Noise and Vibration Review (ONVR)** to confirm noise and vibration control measures that would be implemented for the project. The ONVR must be prepared in consultation with the Department, relevant councils, other relevant stakeholders and the community and must:

- (a) confirm the appropriate operational noise and vibration objectives and levels for adjoining development, including existing sensitive receivers;
- (b) confirm the operational noise predictions of the project based on the final design. Confirmation must be based on an appropriately calibrated noise model (which has incorporated additional noise monitoring, and concurrent traffic counting, where necessary for calibration purposes). The assessment must specifically include verification of noise levels at all fixed facilities, based on additional noise monitoring undertaken at appropriately identified noise catchment areas surrounding the facilities;
- (c) confirm the operational noise and vibration impacts at adjoining development based on the final design of the project, including operational daytime $L_{Aeq, 15 \text{ hour}}$ and night-time $L_{Aeq, 9 \text{ hour}}$ traffic noise contours;
- (d) review the suitability of the operational noise mitigation measures identified in the documents referred to at **Conditions TCA1** and **TCA2** and, where necessary, investigate and identify additional feasible and reasonable noise and vibration mitigation measures required to achieve the noise criteria outlined in the *NSW Road Noise Policy* (DECCW, 2011) and *NSW Industrial Noise Policy* (EPA, 2000), including the timing of implementation;
- (e) include a consultation strategy to seek feedback from directly affected property owners (including educational institutions) on the noise and vibration mitigation measures; and
- (f) procedures for the management of operational noise and vibration complaints.

The ONVR is to be verified by a suitably qualified and experienced noise and vibration expert. The ONVR is to be undertaken at the Proponent's expense and submitted to the Secretary for approval prior to the commencement of construction of physical noise mitigation structures, unless otherwise agreed by the Secretary.

The Proponent must implement the identified noise and vibration control measures and make the ONVR publicly available.

TCE79 Within 12 months of the commencement of the operation of the CSSI, or as otherwise agreed by the Secretary, the Proponent must undertake operational noise and vibration monitoring to

compare the actual noise and vibration performance of the CSSI against the noise performance predicted in the Operational Noise and Vibration Review required by **Condition TCE78** and the documents referred to in **Conditions TCA2(b)** and **TCA2(c)**. The monitoring program must be documented in an **Operational Noise and Vibration Compliance Report**. The Operational Noise and Vibration Compliance Report must include, but not be limited to:

- (a) details of the noise and vibration monitoring program including methodology, location and frequency of noise monitoring;
- (b) results of the monitoring program and an assessment of these against the operational noise criteria specified in the Operational Noise Management Plan required by **Condition TCE76** and noise levels predicted in the Operational Noise Review required by **Condition TCE78** and the documents referred to in **Conditions TCA1** and **TCA2**;
- (c) details of any complaints received relating to operational noise and vibration impacts;
- (d) any required recalibration of the noise and vibration model taking account considerations such as traffic numbers and land use change (if applicable);
- (e) an assessment of the performance and effectiveness of the applied noise and vibration mitigation measures with regard to the operational noise criteria specified in the Operational Noise Management Plan required by **Condition TCE76**; and
- (f) identification of any further feasible and reasonable noise and vibration mitigation measures required to meet the noise criteria specified in the Operational Noise Management Plan, where the criteria are exceeded, including timing and responsibilities for implementation.

The Proponent must provide the Secretary and the EPA with a copy of the Operational Noise and Vibration Compliance Report within 60 days of completing the operational noise monitoring, or as otherwise agreed by the Secretary.

TCE80 The Proponent must implement further feasible and reasonable mitigation measures (where required) as identified in the Operational Noise and Vibration Compliance Report in consultation with affected property owners.

SOCIO-ECONOMIC, LAND USE AND PROPERTY

Building Condition Survey

TCE81 Prior to commencement of any works, a structural engineer must undertake building condition surveys of all buildings identified in the [EIS/Submissions Report/PIR] as being at risk of damage. The results of the surveys must be documented in a **Building Condition Survey Report** for each building surveyed. Copies of **Building Condition Survey Reports** must be provided to the landowners of the buildings surveyed, and if agreed by the landowner, the relevant Council within three weeks of completing the surveys and no later than one month prior to the commencement of construction.

TCE82 After completion of construction, building condition surveys of all buildings for which building condition surveys were undertaken in accordance with **Condition TCE81** of this approval must be undertaken by a structural engineer. The results of the surveys must be documented in a **Building Condition Survey Report** for each building surveyed. Copies of **Building Condition Survey Reports** must be provided to the landowners of the buildings surveyed, and if agreed by the landowner, the relevant Council within three weeks of completing the surveys and no later than three (3) months following the completion of construction.

Social Infrastructure Plan

TCE83 A **Social Infrastructure Plan** must be prepared to detail the delivery of measures including:

- (a) community connectivity, including pedestrian and cycle access;
- (b) local centre and street revitalisation works;
- (c) provision of community and social facilities, for example open space;

- (d) future use of residual land with open space use, community uses and public housing as first priorities with detail provided in a **Residual Land Management Plan** in accordance with **Condition TCE85**, access to public open space, community facilities, local businesses; and
- (e) services to assist with property acquisitions and adjustments, and disruption to communities.

The **Social Infrastructure Plan** must be prepared by a suitably qualified and experienced person in consultation with the community and relevant Councils.

The **Social Infrastructure Plan** must be submitted to the Secretary for approval six months after the commencement of Construction or within another timeframe agreed with the Secretary. The Plan as approved by the Secretary, must be implemented for the duration of construction and operation.

RESIDUAL LAND

TCE84 Residual land that is to be used for a public use and/or transferred to a public authority is to be in a condition suitable for the end use that does not incur additional cost to the public authority to reasonably rehabilitate or remediate the land for the future development identified in the **Residual Land Management Plan**.

TCE85 The Proponent must prepare a **Residual Land Management Plan** in consultation with the relevant councils. The **Residual Land Management Plan** must be submitted to the Secretary for approval at least 12 months prior to the commencement of operation of the SSI. The **Residual Land Management Plan** must identify (and consider), but not be limited to:

- (a) identification and illustration of all residual land following construction of the SSI, including the physical location, land use characteristics, size and adjacent land uses;
- (b) identification of feasible uses for each piece of residual land and justification for the uses chosen; and
- (c) timeframes for implementing the various components of the **Residual Land Management Plan**.

Residual land that does not have feasible development potential must be subject to landscape revegetation and regeneration, unless otherwise agreed to by the Secretary.

The Proponent must ensure that all residual land set aside for open space uses in accordance with **Condition TCE84** be available to the relevant council within 12 months of the completion of construction, unless otherwise agreed to by the Secretary.

PROPERTY AND LAND USE

TCE86 The Proponent must design and construct the CSSI with the objective of minimising impacts to, and interference with, third party property and infrastructure and that such infrastructure and property is protected during construction and operation. Any damage caused to property as a result of the CSSI must be rectified or the landowner compensated, within a timeframe defined in the Construction Environmental Management Plan.

TCE87 The Proponent must construct and operate the CSSI with the objective of minimising light spillage to residential properties and be generally consistent with the requirements of *Australian Standard 4282-1997 Control of the obtrusive effects of outdoor lighting*. Notwithstanding, the Proponent must provide mitigation measures to manage any residual night lighting impacts to protect properties adjoining or adjacent to the project, in consultation with affected landowners.

SOILS

TCE88 All reasonably practicable erosion and sediment controls must be installed and appropriately maintained to minimise any water pollution. When implementing such controls, any relevant

guidance in the *Managing Urban Stormwater* series must be considered.

Land Contamination

TCE89 Prior to the commencement of any activities that would result in the disturbance of land and/or soil, or as otherwise agreed by the Secretary, in areas identified as having a moderate to high risk of contamination, a **Soil Contamination Report** must be prepared by a suitably qualified person(s) in accordance with the requirements of the *Contaminated Land Management Act 1997* and associated guidelines, detailing the outcomes of Phase 2 contamination investigations within these areas. The Soil Contamination Report must detail, where relevant, whether the land is suitable (for the intended land use) or can be made suitable through remediation and/or outline the potential contamination risks from the CSSI to human health and receiving waterways.

For land to be disturbed by the CSSI, where the investigations identify that the site is suitable for the intended operations and that there is no need for a specific remediation strategy, measures to identify, handle and manage potential contaminated soils, materials and groundwater must be identified in the Soil Contamination Report and incorporated into the Construction Environmental Management Plan, unless otherwise agreed by the Secretary. Should a remediation strategy be required, the Soil Contamination Report must include a **Remediation Action Plan** for addressing the disturbed area, and how the environmental and human health risks will be managed during the disturbance, remediation and/or removal of contaminated soil or groundwater.

If remediation is required, the Soil Contamination Report must be accompanied by a **Site Audit Statement(s)**, prepared by an accredited Site Auditor under the *Contaminated Land Management Act 1997*, verifying that the disturbed area has been or can be remediated to a standard consistent with the intended land use. Where land is remediated, a final Site Audit Statement(s) must be prepared by an accredited Site Auditor, certifying that the contaminated disturbed areas have been remediated to a standard consistent with the intended land use. The final Site Audit Statement must be submitted to the Secretary and relevant councils prior to operation of the CSSI, unless otherwise agreed to by the Secretary.

TCE90 An **Unexpected Contaminated Land Finds Procedure** must be prepared and must be followed should unexpected contaminated land or asbestos be excavated or otherwise discovered during construction.

TCE91 The **Unexpected Contaminated Land Finds Procedure** must be implemented throughout construction.

Construction Soil and Water Management

TCE92 Soil and water management measures consistent with *Managing Urban Stormwater - Soils and Construction Vols 1 and 2, 4th Edition* (Landcom, 2004) must be employed during the construction of the CSSI to minimise soil erosion and the discharge of sediment and other pollutants to land and/or waters.

Where available and practicable, and of appropriate chemical and biological quality, stormwater, recycled water or other water sources must be used in preference to potable water for construction activities, including dust control.

TCE93 The Proponent must ensure any siphonic-based water management system implemented during construction is removed and, where applicable, replaced with an adequate permanent drainage system.

TCE94 The Proponent must immediately notify DPI (Water) of any groundwater bores removed or

damaged during construction and operation of the CSSI. In the event that a groundwater bore is removed or damaged, the Proponent must repair or replace the bore (unless otherwise advised by DPI (Water)), as applicable within a timeframe agreed to by DPI (Water).

Settlement

TCE95 A geotechnical model of representative geological and groundwater conditions must be prepared prior to excavation and tunnelling in subject area(s) to identify geological structures and groundwater features. This model must include details of proposed excavations and tunnels, construction staging, and identify surface and sub-surface structures and infrastructure which may be impacted by the CSSI, including the specific attributes of those structures. The Proponent must use this model to assess the predicted settlement, ground movement, stress redistribution and horizontal strain profiles caused by excavation and tunnelling on adjacent property and infrastructure.

TCE96 The Proponent must undertake a review of property and infrastructure at risk from damage to determine appropriate settlement criteria to prevent damage, prior to commencement of construction activities that may pose a settlement risk. A Building condition survey report may be necessary for infrastructure and buildings at risk of damage.

TCE97 Should the geotechnical model in **Condition TCE95** identify exceedances of the criteria established in the documents provided in **Condition TCA1 and TCA2** or in **Table 11** (whichever is the lower), the Proponent must identify and implement mitigation measures such as appropriate support and stabilisation structures in consultation with the relevant land and/or infrastructure owners prior to excavation and tunnelling works to ensure where possible that underground services, infrastructure and adjacent buildings will not experience settlements exceeding the criteria.

Table 11 – Settlement Criteria

Beneath Structure/Facility	Maximum Settlement	Maximum Angular Distortion
Buildings - Low or non-sensitive properties (i.e. < 2 levels and carparks)	30 mm	1 in 350
Buildings - High or sensitive properties (i.e. > 3 levels and heritage items)	20 mm	1 in 500
Roads and Parking areas	40 mm	1 in 250
Parks	50 mm	1 in 250

The above criteria do not remove any responsibility from the Proponent for the protection of existing structures or for rectifying any damage resulting from the CSSI.

TCE98 Settlement criteria for individual utility structures and infrastructure must be determined in consultation with the relevant authorities prior to the commencement of any construction potentially affecting the individual utility structure or infrastructure.

E1 The Proponent must establish an **Independent Property Impact Assessment Panel** before relevant works commencing. The Secretary must be informed of the Panel members and the Panel must comprise geotechnical and engineering experts independent of the design and construction team. The Panel will be responsible for independently verifying building condition survey reports as required by **Condition TCE95, TCE96 and TCE97** the resolution of property damage disputes and the establishment of ongoing settlement monitoring requirements.

Either the affected property owner or the Proponent may refer unresolved disputes arising from potential and/or actual property impacts to the Panel for resolution. All costs incurred in establishing and implementing the Panel must be borne by the Proponent.

- E2 Notwithstanding the requirements of **Condition E1**, the Proponent must monitor settlement for any period as may be specified by the **Independent Property Impact Assessment Panel**. The results of the monitoring must be made available to the Secretary on request.

SUSTAINABILITY

TCE99 A **Sustainability Strategy** must be prepared to achieve a minimum [insert details as nominated in EIS/Submissions Report/PIR] 'Design' and 'As built' rating under the Infrastructure Sustainability Council of Australia infrastructure rating tool.

TCE100 The **Sustainability Strategy** must be submitted to the Secretary within six (6) months of the date of this approval, or within another timeframe agreed with the Secretary, and must be implemented throughout construction and operation.

TCE101 Opportunities to reduce operational greenhouse gas emissions must be investigated during detailed design. The sustainability initiatives identified must be regularly reviewed, updated and implemented throughout the design development and construction, and annually during operation.

TCE102 The CSSI must be designed and constructed to achieve an excellent 'Design' and 'As built' rating under the Infrastructure Sustainability Council of Australia infrastructure rating tool.

TCE103 Opportunities to reduce operational greenhouse gas emissions must be investigated during detailed design. The sustainability initiatives identified must be regularly reviewed, updated and implemented throughout the design development and construction phase, and annually during the operational phases.

TRAFFIC AND TRANSPORT

TCE104 The CSSI must be designed, constructed and operated so that it does not adversely impact network connectivity, safety or efficiency of the transport system in the vicinity of the CSSI except as identified in the EIS and PIR.

TCE105 Construction traffic and heavy vehicle haulage routes must not use local roads unless no feasible alternatives are available. In the case of an exceptional circumstance, alternative routes must be identified in the Traffic Management CEMP Sub- plan.

TCE106 A Road Dilapidation Report must be prepared for all local roads proposed to be used by heavy vehicles for the purposes of the CSSI prior to the commencement of use by such vehicles. Copies of the Road Dilapidation Report must be provided to the relevant Council within three weeks of completing the surveys and no later than one month prior to the commencement of construction of the CSSI.

TCE107 If damage to roads occurs as a result of the construction of CSSI, the Proponent must either (at the landowner's discretion):

- (a) compensate the landowner for the damage so caused. The amount of compensation may be agreed with the landowner, but compensation must be paid even if no agreement is reached; or
- (b) rectify the damage so as to restore the road to at least the condition it was in pre-construction.

TCE108 During construction, all reasonably practicable measures must be implemented to maintain

pedestrian and vehicular access to, and parking in the vicinity of, businesses and affected properties. Disruptions are to be avoided, and where avoidance is not possible, minimised. Where disruption cannot be minimised, alternative pedestrian and vehicular access, and parking arrangements must be developed in consultation with affected businesses and implemented prior to the disruption. Adequate signage and directions to businesses must be provided prior to, and for the duration of, any disruption.

TCE109 The CSSI is to be designed with the objective of improving, on balance, and not adversely impacting on:

- (a) the performance of the road network for all road users, including but not limited to vehicles, freight, public transport and active transport; and
- (b) existing access arrangements and services for all road users, including consideration of speed and reliability of public transport services.

TCE110 Where bus stops are required to be temporarily closed during construction, such closure must not occur until:

- (a) for bus stops identified for relocation in the documents referred to in **Condition TCA2**, relocated bus stops are functioning, have similar capacity and are relocated within a 400 metre walking distance of the existing bus stop (where feasible and reasonable); or
- (b) for bus stops identified for temporary removal in the documents referred to in **Condition TCA2**, bus stops are identified that are within a 400 metre walking distance of the removed bus stop (where feasible and reasonable), have comparable capacity, and are on the same route and in the same direction of the closed busstop.

Where temporary closures of bus stops are required (including relocation or removal), adequate wayfinding signage shall be provided directing commuters to adjacent or relocated bus stops. Any closures or alterations to bus stops during construction are to be undertaken in consultation with Transport for NSW.

TCE111 All bus stops temporarily removed or relocated during construction of the CSSI must be reinstated in a manner that provides equal or improved capacity and accessibility in consultation with Transport for NSW and relevant councils prior to the commencement of operation of the CSSI.

TCE112 To improve pedestrian and cycle accessibility, road lane widths, associated medians and intersection geometry are to be minimised, where feasible and reasonable, without compromising safety.

TCE113 In relation to new or modified local road, parking, pedestrian and cycle infrastructure, the CSSI (including ancillary facilities) must be designed to meet relevant design, engineering and safety guidelines, including Austroads Guide to Traffic Engineering Practice.

TCE114 An independent **Road Safety Audit(s)** is to be undertaken by an appropriately qualified and experienced person during detailed design to assess the safety performance of any new or modified local road, parking, pedestrian and cycle infrastructure provided as part of the CSSI (including ancillary facilities) to ensure that they meet the requirements of relevant design, engineering and safety guidelines, including *Austroads Guide to Traffic Engineering Practice*. Audit findings and recommendations must be actioned prior to construction of the relevant infrastructure and must be made available to the Secretary on request.

TCE115 A detailed **Active Transport Network Implementation Strategy** must be submitted to the Secretary within 12 months of the date of this approval (or as otherwise agreed by the Secretary) and implemented at the commencement of project operations, except as permitted by this approval. The strategy must be prepared in consultation with relevant councils and Bicycle NSW. The Strategy must be consistent with the approved Active Transport Network Strategy (Appendix O of the EIS) and modified by the PIR and include:

- (a) pedestrian and cycle engineering and safety standards;

- (b) a safety audit of existing and proposed pedestrian and cycle facilities to address the above standards;
- (c) details of selected routes and connections to existing local and regional routes;
- (d) timing and staging of all works;
- (e) infrastructure details, including lighting, safety, security, and standards compliance;
- (f) signage and wayfinding measures; and
- (g) details of associated landscaping works.

The Strategy shall be endorsed by a suitably qualified and experienced person(s) approved by the Secretary. The endorsement shall address each of the listed matters in this condition.

All identified works arising from this condition are to be implemented by the Proponent.

TCE116 At both 12 months and 5 years after the commencement of operation of the CSSI, or as otherwise agreed to by the Secretary, the Proponent must prepare a **Road Network Performance Review Plan** in consultation with Transport for NSW and the relevant councils that includes:

- (a) an updated analysis, including modelling of traffic impacts to the adjoining road network (including impacts on local roads and rat-running), as a consequence of the CSSI. This must include a review of new information available about potential land use changes, and any traffic changes as a result of other major road projects within the project area;
- (b) further detailed investigations at the following intersections or sections of the road network -
 - (i) potential 'pinch-points' where the merging of tunnel exit traffic and surface traffic would occur at the CSSI interchanges
- (c) updated consideration of potential mitigation measures to manage any predicted traffic performance deficiencies in association with the investigations undertaken under (b);
- (d) the predicted traffic performance improvements from these measures, including any cumulative improvements;
- (e) details on bus priority measures;
- (f) a comparison of the pre- and post-road network performance for all road users including, but not limited to, vehicles, freight, public transport and active transport;
- (g) justification of why the predicted 'do minimum' performance for any road users of any intersection on the adjoining road network cannot be maintained (if necessary); and
- (h) an updated description and proposed timing of potential mitigation measures, including measures to remove or limit any adverse impacts on any road user groups impacted by the CSSI.

The Proponent is responsible for the implementation of the identified measures, if required.

The Road Network Performance Review Plan must be submitted to the Secretary, Transport for NSW (in relation to impacts on bus services) and to relevant council(s) within 60 days of its completion and made publicly available.

The purpose of the Road Network Performance Review Plan is to optimise road network performance including public transport access and times, and manage the performance impacts of the CSSI on the adjoining road network by identifying or confirming mitigation improvements that could be required in areas where traffic performance may be unsatisfactory at time of completion of construction.

Note:

- Identified mitigation measures may need to be further assessed under the Environmental Planning and Assessment Act, 1979. Works will need to meet relevant design standards and be subject to independent road safety audits.

TCE117 The Proponent must liaise with relevant councils during detailed design to improve integration of the project with the local and regional road network. The outcomes of this consultation will be reported and incorporated in the Road Network Performance Review Plan

required under **Condition TCE116**.

- TCE118 The Proponent must prepare and implement an **Operational Parking and Access Strategy** to facilitate the optimisation of the return of on- and off-street parking removed or altered during construction and consequent to the operation of the CSSI. The Strategy shall include, but not necessarily be limited to:
- (a) confirmation and timing of the return of on- and off-street parking removed or altered as a result of construction and operation of the CSSI with reference to the Residual Land Management Plan required in **Condition TC85** ;
 - (b) review of comprehensive parking surveys with consideration of changes in demand attributable to land use changes, acquisitions or other cumulative impacts;
 - (c) consultation with affected stakeholders, including relevant councils, that will experience continued loss, return or additional on- and off-street parking;
 - (d) assessment of the impacts of changes to on- and off-street parking stock taking into consideration of outcomes of consultation with affected stakeholders and reviews of parking surveys;
 - (e) identification of mitigation measures and arrangements to manage impacts to stakeholders as a result of on- and off-street parking changes including, but not necessarily limited to, provision of alternative parking arrangements, and working with relevant councils to introduce parking restrictions or permit schemes where appropriate;
 - (f) mechanisms for monitoring of on- and off-street parking impacts and mitigation measures at 12 month intervals to determine the effectiveness of implemented mitigation measures and any supply and demand induced parking issues that are attributable to the CSSI;
 - (g) provision of contingency measures should the results of mitigation monitoring indicate implemented measures are ineffective; and
 - (h) provision of reporting of monitoring results to the Secretary and relevant councils at 12 month intervals for the first five years of operation.

The use of residual land to achieve compliance with the objective of optimising the return of all on- and off-street parking is permitted. However, this must be justified within the Residual Land Management Plan required by **Condition TCE85**.

The Strategy must be submitted to the Secretary for approval at least 12 months prior to the operation of the CSSI, unless otherwise agreed by the Secretary. The Strategy must be implemented prior to the operation of the CSSI.

URBAN DESIGN AND VISUAL AMENITY

TCE119 The Proponent must establish an independent **Design Review Panel**.

TCE120 Not used

TCE121 Not used

TCE122 During development of the detailed design of the CSSI, the **Design Review Panel** must review the design to assess whether it is consistent with the commitments and outcomes made in the [EIS/Submissions Report/PIR].

TCE123 An **Urban Design and Landscape Plan** must be prepared based on the detailed design, and in accordance with the commitments made in [section/chapter] of the [EIS/Submissions Report/PIR]. The Urban Design and Landscape Plan must be prepared prior to commencement of permanent built surface works and/or landscaping, or as otherwise agreed by the Secretary.

In accordance with **Condition TCE124**, the Proponent may establish a separate Urban Design and Landscape sub plan for each precinct.

TCE124 The **Urban Design and Landscape Plan** must be prepared in consultation with relevant Councils, the community and affected landowners and businesses. The UDLP must be approved by the Secretary. The **Urban Design and Landscape Plan** must present an integrated urban and landscape design for the CSSI, and must include, but not be limited to:

- (a) identification of design objectives, principles and standards based on-
 - (i) local environmental and heritage values,
 - (ii) urban design context,
 - (iii) sustainable design and maintenance,
 - (iv) community safety, amenity and privacy, including 'safer by design' principles where relevant,
 - (v) relevant design standards and guidelines,
 - (vi) prioritising the visual amenity and values of adjoining receivers over the road user experience,
 - (vii) minimising the footprint of the project (including at operational facilities), and
 - (viii) the urban design principles outlined in the documents referred to in **Condition TCA1** and **Condition TCA2**;
- (b) landscaping and building design opportunities to mitigate the visual impacts of road infrastructure and operational fixed facilities (including the ventilation facilities, emergency smoke extraction outlet, the Motorway Operations Complex, noise walls etc.);
- (c) details on the location of existing vegetation and proposed landscaping (including use of endemic and advanced tree species where practicable). Details of species to be replanted/revegetated must be provided, including their appropriateness to the area and habitat for threatened species. Where feasible and reasonable, top soil and vegetation to be removed must be reused;
- (d) a description of disturbed areas (including compounds) and details of the strategies to progressively rehabilitate, regenerate and/ or revegetate these areas;
- (e) a description of the CSSI design features, including the graphics such as sections, perspective views and sketches for key elements of the CSSI;
- (f) information on the reuse of heritage items and materials (**Condition TCE65**);
- (g) an assessment of the location, design and impacts of operational lighting associated with the CSSI and measures proposed to minimise lighting impacts;
- (h) details of where and how recommendations from the UDRP have been incorporated into the plan;
- (i) the pedestrian and cycle implementation strategy as part of the Active Transport Network Implementation Strategy (**Condition TCE115**);
- (l) the timing for implementation of access, landscaping and open space initiatives;
- (m) monitoring and maintenance procedures for the built elements, rehabilitated vegetation and landscaping (including weed control) including performance indicators, responsibilities, timing and duration and contingencies where rehabilitation of vegetation and landscaping measures fail; and
- (n) evidence of consultation with the relevant councils and the community on the proposed urban design and landscape measures, prior to finalisation of the Plan.

The UDLP must be implemented within one year of operation unless otherwise required by these conditions.

Note:

- *The UDLP may be submitted in parts to address the built elements of the CSSI and landscaping aspects of the CSSI.*

TCE125 The **Urban Design and Landscape Plan** must be endorsed by the **Design Review Panel** and submitted to the Secretary for information no later than one month prior to the commencement of permanent built works that are the subject of the **Urban Design and Landscape Plan**.

TCE126 Construction of permanent built works that are the subject of the **Urban Design and**

Landscape Plan must not be commenced until the **Urban Design and Landscape Plan** has been endorsed by the **Design Review Panel**.

TCE127 The **Urban Design and Landscape Plan**, as endorsed by the **Design Review Panel**, must be implemented as required during construction and operation.

TCE128 The ongoing maintenance and operation costs of urban design, open space, landscaping and recreational items and works implemented as part of this approval will remain the Proponent's responsibility until satisfactory arrangements have been put in place for the transfer of the asset to the relevant authority. Prior to the transfer of assets, the Proponent will maintain items and works to at least the design standards established in the Urban Design and Landscape Plan required by **Condition TCE124**.

Urban Design Review Panel

TCE129 Within three months of the date of this approval, unless otherwise agreed by the Secretary, the Proponent must establish an **Urban Design Review Panel (UDRP)** to provide advice and guidance during detailed design and the preparation of the Urban Design and Landscape Plan.

The Design Review Panel must include, where relevant, a suitably qualified and experienced professional in each of the fields of architecture, landscape design, community development, community integration, Aboriginal cultural heritage and non-Aboriginal heritage.

The UDRP is to provide advice in relation to architecture, heritage values, urban and landscape design and artistic aspects of the CSSI and must:

- (a) be comprised of -
 - (i) representatives from the Proponent, including the Head of Urban Design,
 - (ii) where the works affect places of heritage significance, an independent heritage architect,
 - (iii) two independent architects one of which is a landscape architect,
 - (iv) representatives from the relevant council(s),
 - (v) a maximum of two experts, relevant to the works being considered, as selected by the Proponent, where relevant, and
 - (vi) the NSW Government Architect as Chair;
- (b) meet at least four times a year, or as otherwise agreed by the UDRP;
- (c) review and provide advice on the detailed design of the CSSI and final review of the Urban Design and Landscape Plan (required by **Condition TCE124**); and
- (d) keep a record of meeting minutes and a schedule of action items arising from the meeting.

The **Design Review Panel** members must be nominated by the Proponent and approved by the Secretary prior to development of the detailed design or within another timeframe agreed with the Secretary.

The Proponent may establish a separate UDRP for each precinct.

TCE130 Notwithstanding **Condition TCE123** in relation to the Proponent preparing precinct based Urban Design and Landscape sub plans, the **Urban Design and Landscape Plan** must include the following sub-plan:

- (a) a Noise Barrier Location and Design Sub-plan which includes -
 - (i) identification and confirmation of all permanent noise barrier locations associated with the CSSI including new, relocated or modified barriers,
 - (ii) the consultation and decision making process for all new, relocated or modified permanent noise barriers associated with the CSSI,
 - (iii) assessment of the potential impacts of the permanent noise barriers including visual amenity, overshadowing, heritage impacts and connectivity and community cohesion,
 - (iv) consideration of safer by design principles, the WestConnex Urban Design Framework, RMS Design Guidelines,
 - (v) adjacent property owner concerns and preferences regarding barrier design and

- location, and
- (vi) justification for the final design of new, relocated or modified permanent barriers.

The permanent barrier design options must be developed in consultation with the UDRP and presented to landowners adjacent to the barriers for consultation prior to the adoption of a final design.

Tree Removals and Plantings

TCE131 The CSSI must be designed to retain as many trees as possible and provide replacement trees such that there is a net increase in the number of trees. The Proponent must commission an independent experienced and suitably qualified arborist, to prepare a comprehensive Tree Report(s) prior to removing any trees as detailed in the EIS, as amended by the PIR and the terms of this approval. The Tree Report may be prepared for the entire CSSI or separate reports may be prepared for individual areas where trees are required to be removed. The report(s) must identify the impacts of the CSSI on trees and vegetation within and adjacent to the construction footprint. The report(s) must include:

- (a) a visual tree assessment to note the condition of the tree(s) with inputs from the Design Review Panel, landscape architect, construction team;
- (b) consideration of all options to avoid tree removal, including realignment, relocation of services, redesign of or relocation of ancillary components (such as substations, fencing etc.) and reduction of standard offsets to underground services; and
- (c) measures to avoid the removal of trees or minimise damage to existing trees and is to ensure the health and stability of those trees to be protected. This includes details of any proposed canopy or root pruning, excavation works, site controls on waste disposal, vehicular access, storage of materials and protection of public utilities.

In the event that tree removal cannot be avoided, then replacement trees are to be planted within, or in close proximity to, the CSSI boundary or other locations in consultation with the Relevant Council(a) and agree by the Secretary. The replacement trees will be no smaller than a 75 litre pot size. A copy of the report(s) must be submitted to the Secretary for approval prior to the removal, damage and/or pruning of any trees, including those affected by site establishment works. All recommendations of the report must be implemented by the Proponent, unless otherwise agreed by the Secretary.

OVERSHADOWING

TCE132 Existing residential properties (and approved residential developments) that are affected by overshadowing from the final detailed design of the CSSI (including any noise mitigation measures) are to receive a minimum of three hours of direct sunlight in habitable rooms and in at least 50% of the principal private open space area between 9:00 am and 3:00 pm on 21 June. Such properties must be identified for further consideration by the Proponent in a **Solar Access and Overshadowing Report** which addresses compliance with these requirements

The Solar Access and Overshadowing Report must be submitted to the Secretary within 12 months of the CSSI approval or prior to the construction of any structures that may cause overshadowing of residential premises, whichever is the sooner and must include:

- (a) identification of potentially affected properties;
- (b) assessment of the detailed design's compliance at each property, informed by -
 - (i) a review of the habitable rooms within structures,
 - (ii) the size and nature of private open spaces, and
 - (iii) shadow diagrams in plan and elevation at hourly intervals between 9.00 am and 3.00 pm on 21 June; and
- (c) a consultation plan to detail how potential impacts and mitigation measures will be discussed and negotiated with potentially affected property owners in the event that compliance with this condition is not achieved.

Where existing residential development currently receives less than the required amount of solar access, existing access to sunlight should not be unreasonably reduced.

Where affected properties include dwellings held under strata or community title, this condition must be interpreted in relation to individual units within those properties.

WASTE

TCE133 Waste generated during construction and operation is to be dealt with in accordance with the following priorities:

- (a) waste generation is to be avoided and where avoidance is not reasonably practicable, waste generation is to be reduced;
- (b) where avoiding or reducing waste is not possible, waste is to be re-used, recycled, or recovered; and
- (c) where re-using, recycling or recovering waste is not possible, waste is to be treated or disposed of.

The importation of waste and the storage, treatment, processing, reprocessing or disposal of such waste must comply with the conditions of the current EPL for the CSSI, or be done in accordance with a Resource Recovery Exemption or Order issued under the *Protection of the Environment Operations (Waste) Regulation 2014*, as the case may be.

Waste must only be exported to a site licensed by the EPA for the storage, treatment, processing, reprocessing or disposal of the subject waste, or in accordance with a Resource Recovery Exemption or Order issued under the *Protection of the Environment Operations (Waste) Regulation 2014*, or to any other place that can lawfully accept such waste.

All waste must be classified in accordance with the EPA's *Waste Classification Guidelines*, with appropriate records and disposal dockets retained for audit purposes.

TCE134 Waste generated outside the site must not be received at the site for storage, treatment, processing, reprocessing, or disposal on the site, except as expressly permitted by a licence or waste exemption under the *Protection of the Environment Operations Act 1997*, if such a licence is required in relation to that waste.

TCE135 The reuse and/or recycling of waste materials generated on site must be maximised as far as practicable, to minimise the need for treatment or disposal of those materials off site.

TCE136 All liquid and/or non-liquid waste generated on the site must be assessed and classified in accordance with *Waste Classification Guidelines* (DECCW, 2009) or any superseding documents.

TCE137 All waste materials removed from the CSSI site must only be directed to a waste management facility or premises lawfully permitted to accept the materials.

TCE138 The handling of spoil generated during construction of the CSSI is to be conducted in accordance with a **Spoil Management Plan**. The Spoil Management Plan is to be prepared and implemented prior to the commencement of tunnelling works for the CSSI. The Spoil Management Plan is to be developed, in consultation with the relevant council(s), for the approval of the Secretary. The Spoil Management Plan must incorporate detailed information on the handling and transport of spoil generated during construction of the SSI, and provide information regarding each of the broad parameters specified in documents referred to in **TCA1** and **TCA2**. The Spoil Management Plan is to be prepared separate to, but consistent with, the Construction Traffic Management Plan required under **Condition TCC3**.

WATER

- TCE139 The CSSI must be designed, constructed and operated so as to maintain the *NSW Water Quality Objectives* where they are being achieved as at the date of this approval, and contribute towards achievement of the *NSW Water Quality Objectives* over time where they are not being achieved as at the date of this approval, unless an EPL in force in respect of the CSSI contains different requirements in relation to the *NSW Water Quality Objectives*, in which case those requirements must be complied with.
- TCE140 Drainage feature crossings (permanent and temporary watercourse crossings and stream diversions) and drainage swales and depressions must be undertaken in accordance with relevant guidelines and designed by a suitably qualified and experienced person.
- TCE141 Works on waterfront land must be undertaken in accordance with controlled activity guidelines.
- TCE142 Except as may be provided by an EPL, the CSSI must be constructed and operated to comply with section 120 of the *Protection of the Environment Operations Act 1997*, which prohibits the pollution of waters.
- TCE143 Watercourse crossings, including temporary work platforms, waterway crossings and/or coffer dams, where feasible and reasonable, must be consistent with the NSW Guidelines for Controlled Activities Watercourse Crossings (DPI, 2012), *Why do Fish Need to Cross the Road? Fish Passage Requirements for Waterway Crossings* (Fairfull and Witheridge, 2003), *Policy and Guidelines for Fish Friendly Waterway Crossings* (NSW Fisheries February, 2004), and *Policy and Guidelines for Fish Habitat Conservation and Management* (DPI Fisheries, 2013). Where multiple cell culverts are proposed for crossings of fish habitat streams, at least one cell must be provided for fish passage, with an invert or bed level that mimics watercourse flows.

UTILITIES AND SERVICES

- TCE144 In addition to Condition TCA20, utilities, services and other infrastructure potentially affected by construction and operation must be identified prior to construction to determine requirements for access to, diversion, protection, and/or support. Consultation with the relevant owner and/or provider of services that are likely to be affected by the CSSI must be undertaken to make suitable arrangements for access to, diversion, protection, and/or support of the affected infrastructure as required.
- TCE145 All excavations adjacent to RMS road infrastructure must meet the requirements of RMS Technical Direction (GTD 2012/0001) *Excavation adjacent to RMS infrastructure*.

DILAPIDATION REPORTING

- TCE146 The Proponent must undertake dilapidation surveys and prepare dilapidation reports on the current condition of buildings, services and utilities identified as at risk from settlement or vibration. The dilapidation surveys and reports must be prepared by a suitably qualified and experienced person(s) and must be provided to the owners of the buildings, services and utilities for review prior to the commencement of potentially impacting construction activities.

Subsequent dilapidation surveys must be undertaken to assess damage to the building, services and utilities that may have resulted from the construction of the CSSI within three months of the completion of construction in an affected area, unless otherwise approved by the Secretary. The Proponent must carry out rectification at its expense and to the reasonable requirements of the property, services and utility owner(s) within three months of completion of the post-dilapidation surveys unless otherwise agreed by the owner of the affected building, service or utility.

- TCE147 Upon determining the access route(s) for heavy and oversized vehicles associated with the construction of the CSSI and site establishment works, a suitably qualified and experienced

independent expert must prepare a **Local Road Dilapidation Report** for those local roads within the control of the relevant councils that would be utilised. The Local Road Dilapidation Report must assess the current condition of the road and describe mechanisms to restore any damage that may result due to its use by traffic and transport related to the construction of the CSSI, including site establishment works. The Local Road Dilapidation Report must be submitted to the relevant council(s) for review within three (3) weeks of completing the surveys and no later than one (1) month before the use of local roads by heavy vehicles associated with the construction of the CSSI and site establishment works.

A subsequent Local Road Dilapidation Report must be prepared within four weeks of the completion of construction to assess any damage to the road that may have occurred as a result of the use of the roads by heavy and/or over-sized vehicles associated with the construction of the CSSI and site establishment works.

Measures undertaken to restore or reinstate roads affected by the CSSI must be undertaken in accordance with the reasonable requirements of the relevant council(s), including agreed timing, and at the full expense of the Proponent.

Note:

- *Nothing in these conditions restricts the Proponent commencing adjustments and minor upgrades to the existing road network to cater for construction traffic and installation of temporary project signage prior to the commencement of construction.*

TCE148 If damage to roads occurs as a result of construction of CSSI, the Proponent must either (at the landowner's discretion):

- (a) compensate the landowner for the damage so caused. The amount of compensation may be agreed with the landowner; or
- (b) rectify the damage so as to restore the road to at least the condition it was before construction commenced as identified in the Road Dilapidation Report(s).

MATERIALS STORAGE

TCE149 Dangerous goods, as defined by the *Australian Dangerous Goods Code*, must be stored and handled strictly in accordance with:

- (a) all relevant Australian Standards;
- (b) for liquids, a minimum bund volume requirement of 110% of the volume of the largest single stored volume within the bund; and
- (c) the *Environment Protection Manual for Authorised Officers: Bunding and Spill Management* technical bulletin (EPA, 1997).

In the event of an inconsistency between the requirements listed from (a) to (c) above, the most stringent requirement shall prevail to the extent of the inconsistency.

HAZARDS AND RISK

TCE150 Six months prior to operation, the Proponent must prepare an **Emergency Response Plan**, in consultation with FRNSW and NSW Police Force.

The Emergency Response Plan must include, but not be limited to:

- (a) protocols and procedures to be followed during emergency situations associated with the operation of the project (including fires, explosions and, for the purposes of this condition, vehicle collisions). The protocols and procedures are to take into account the needs of people with a disability or who may experience access problems in emergency situations;
- (b) details of traffic management measures to be implemented during emergencies, where appropriate, to minimise the potential for escalation of the emergency;
- (c) design and management measures to address the potential environmental impacts of an emergency situation, including measures for containment of contaminated fire-fighting water, fuel spills and gaseous combustion products;
- (d) details of a training and testing program to ensure that -

- (i) all operational staff are familiar with the Emergency Response Plan, and
- (ii) coordination with FRNSW and NSW Police is regularly exercised; and
- (e) provision for a simulated emergency response exercise, including the Proponent, FRNSW and NSW Police, to be conducted in accordance with the approved Emergency Response Plan on at least one occasion at least one month prior to the opening of the tunnels to traffic. The time for the exercise is to be agreed by the participants, and FRNSW and NSW Police are to be provided with at least one-month prior notification of any proposed time.
- (f) A training protocol which demonstrates how the Proponent intends to deliver training of emergency services, including FRNSW and NSW Police to deal with the range of possible incidents that may occur across the WestConnex tunnel network. The training will include development and delivery of emergency services training materials to be used as part of normal training procedures by the emergency services. The training and training material must be developed in conjunction with emergency services.

TCE151 Fire simulation and hot smoke testing must be undertaken as part of the simulated emergency response exercise to be staged prior to opening of the project to traffic as required in **Condition TCE150(e)**.

The Proponent must respond in writing to any recommendations made by FRNSW as a result of the exercise. Any outstanding concerns are to be resolved between FRNSW and the Proponent.

TCE152 The Proponent must undertake annual **Hazard Reviews** of the project for the first five years of operation. The Hazard Review must detail all hazardous incidents that have occurred during the preceding period, as per (a) to (c) below, identify safety measures required to rectify those incidents, and address any ongoing issues.

The first Hazard Review must be undertaken for the first three months of operation after the opening of the project to traffic. Subsequent Hazard Reviews must be undertaken for the following nine months and thereafter twelve monthly intervals.

FRNSW may also direct the Proponent to undertake a Hazard Review following any major incident in the tunnel.

A **Hazard Review Report**, outlining the results of a Hazard Review, and any proposed additional safety measures to be implemented in response to the findings of the Hazard Review, must be submitted to FRNSW no later than one month after the review period.

The Proponent must respond in writing to any recommendation made by FRNSW in relation to the findings of a Hazard Review, within such time as may be agreed by FRNSW. Any outstanding concerns are to be resolved between FRNSW and the Proponent.

TCE153 The Proponent must develop a **Fire Engineering Brief and Fire Engineering Report** to address fire and life safety in the tunnel, in consultation with FRNSW. The documents must be prepared prior to finalising the detailed design for the tunnel. The documents must outline fire protection systems and other tunnel equipment, systems, and operational protocols required for fire and smoke management.

In developing the Fire Engineering Brief and Fire Engineering Report, the Proponent must undertake a detailed fire engineering study in accordance with Australian Building Codes Board codes and guides, and Fire Safety Engineering Guidelines. Detailed design of the tunnel must incorporate the design and operational measures developed in the fire engineering study to minimise the potential for, and effect of, fire and hazardous material incidents in the tunnel.

The final design of the tunnel in relation to the fire and life safety features must be verified against the fire engineering study in consultation with FRNSW by an Accredited Fire Engineer.

The Proponent must respond in writing to any recommendation made by FRNSW in relation to the Fire Engineering Brief and Fire Engineering Report, within such time as may be agreed by FRNSW. Any outstanding concerns are to be resolved between FRNSW and the Proponent.

TCE154 Prior to the opening of the project to traffic, a full audit of the fire and life safety system as defined by the fire engineering study developed in **Condition TCE153** above must be undertaken by an Accredited Fire Engineer. The objective of the audit must be to ensure that all design and operational measures outlined in the fire engineering study have been installed, are operational, and achieve the required design criteria.

The results of the audit must be submitted to FRNSW prior to opening of the project to traffic. The Proponent must respond in writing to any recommendations resulting from FRNSW review of the audit. Any outstanding concerns are to be resolved between FRNSW and the Proponent.

TCE155 A detailed maintenance-testing program outlining the methods of testing the fire and life safety systems and schedule for implementation must be developed in consultation with FRNSW prior to opening of the project to traffic.

The Proponent must respond in writing to any recommendations made by FRNSW. Any outstanding concerns are to be resolved between FRNSW and the Proponent.

TCE156 Maintenance testing of fire and life safety systems must be undertaken at least annually, or any other interval as required by the design engineer and to the satisfaction of FRNSW.

Results of maintenance testing must be made available to FRNSW for review, and the Proponent must respond in writing to any recommendations from FRNSW to ensure the reliability of the fire and life safety systems. Any outstanding concerns are to be resolved between FRNSW and the Proponent.

INDEPENDENT ENVIRONMENTAL AUDIT

TCE157 Within 12 months of the commencement of operation, and at any other stage required by the Secretary, the Proponent must commission and pay the full cost of an **Independent Environmental Audit** of the CSSI. The Independent Environmental Audit must:

- (a) be conducted by a suitably qualified, experienced and independent team of experts whose appointment has been approved by the Secretary;
- (b) include consultation with the relevant agencies and relevant councils;
- (c) assess the environmental performance of the CSSI and assess whether it is complying with the requirements in this approval, and any other relevant approvals (including any assessment plan or program required under these approvals);
- (d) review the accuracy of predicted environmental outcomes discussed in the documents referred to in **Conditions TCA1 and TCA2**;
- (e) review the adequacy of any approved strategy, plan or program required under the abovementioned approvals in **Conditions TCA1 and TCA2**; and
- (f) recommend measures or actions to improve the environmental performance of the CSSI, and/or any strategy, plan or program required under these approvals.

Within 60 days of completion of the Independent Environmental Audit, or as otherwise agreed by the Secretary, the Proponent must submit a copy of the audit report to the Secretary and relevant public authorities, together with its response to any recommendations contained in the audit report.

Notes:

- *This audit team must be led by a suitably qualified and experienced auditor, and*

include experts in air quality, biodiversity, noise and vibration, hydrology and any other fields specified by the Secretary.

- *The audit may be staged to suit the staged operation of the CSSI.*

SCHEDULE 7

Environmental Requirements

(Clause 9.12)

1. ENVIRONMENT PROTECTION LICENCE

The Asset Trustee must:

- (a) obtain an Environment Protection Licence in respect of the Asset Trustee's Activities and the SWC Activities from the date on which the Asset Trustee or the State Works Contractor is given access to the Construction Site (or any part thereof) pursuant to clause 11.1 of this deed; and
- (b) hold an Environment Protection Licence in respect of the Asset Trustee's Activities until the Date of Completion.

2. CROWN BUILDING WORK

- (a) The Asset Trustee must, in relation to any part of the Project Works or the Temporary Works that is Crown Building Work (as defined in section 109R of the EP&A Act), certify (on behalf of RMS) as required by section 109R of the EP&A Act.
- (b) Any certification under section 2(a) of this Schedule 7 will not lessen or otherwise affect:
 - (i) the other Liabilities or responsibilities of:
 - (A) the Asset Trustee under this deed or otherwise according to Law; or
 - (B) the State Works Contractor under the Main Tunnel State Works Deed or otherwise according to Law; or
 - (ii) RMS's rights against:
 - (A) the Asset Trustee, whether under this deed or otherwise according to Law; or
 - (B) the State Works Contractor, whether under the Main Tunnel State Works Deed or otherwise according to Law.

3. ENVIRONMENTAL REQUIREMENTS

- (a) Each of the Trustees must not use the Construction Site, the Maintenance Site or any Extra Land, or allow the State Works Contractor or any of their respective Related Parties to use the Construction Site, the Maintenance Site or any Extra Land, so that:
 - (i) any Hazardous Substance is abandoned or dumped on the Construction Site, the Maintenance Site or any Extra Land;
 - (ii) any Hazardous Substance is handled in a manner which is likely to cause a state of danger to human beings or the Environment whether imminent or otherwise resulting from the location, storage, handling or release of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous characteristics; or

- (iii) any other substance is released from, deposited to, or emanates from, the Construction Site, the Maintenance Site or any Extra Land such that a state of Contamination occurs.
- (b) The Asset Trustee must:
- (i) at all times carry out, and ensure that its Related Parties carry out, the Asset Trustee's Activities; and
 - (ii) ensure that the State Works Contractor and its Related Parties carry out the SWC Activities,
- in an environmentally responsible manner, in accordance with Good Industry Practice, and so as to protect the Environment.
- (c) The Project Trustee must at all times carry out, and ensure that its Related Parties carry out, the Project Trustee's Activities in an environmentally responsible manner, in accordance with Good Industry Practice, and so as to protect the Environment.
- (d) Without limiting clause 7.1 of this deed:
- (i) the Asset Trustee must:
 - (A) comply with, ensure that its Related Parties in performing the Asset Trustee's Activities comply with, and ensure that the State Works Contractor and its Related Parties in performing the SWC Activities comply with:
 - (aa) all Laws relating to the Environment;
 - (bb) all Environmental Notices; and
 - (cc) the Project Plans; and
 - (B) obtain and comply with all requirements of, ensure that its Related Parties in performing the Asset Trustee's Activities obtain and comply with, and ensure that the State Works Contractor and its Related Parties in performing the SWC Activities comply with all requirements of, any Approvals required in order to release or emit anything from the Construction Site, the Maintenance Site or any Extra Land into the air or water or onto the ground or otherwise into the Environment, including to emit any substantial noise or vibrations; and
 - (ii) the Project Trustee must:
 - (A) comply with, and ensure that its Related Parties in performing the Project Trustee's Activities comply with:
 - (aa) all Laws relating to the Environment;
 - (bb) all Environmental Notices; and
 - (cc) the Project Plans; and
 - (B) obtain and comply with all requirements of, and ensure that its Related Parties in performing the Project Trustee's Activities obtain and comply with all requirements of, any Approvals required in order

to release or emit anything from the Construction Site, the Maintenance Site or any Extra Land into the air or water or onto the ground or otherwise into the Environment, including to emit any substantial noise or vibrations.

- (e) Unless otherwise specified in this Schedule 7 and without limiting the Asset Trustee's or the Project Trustee's other obligations under this deed or the State Works Contractor's other obligations under the Main Tunnel State Works Deed, and insofar as they apply to the Project Works, the Temporary Works, the Asset Trustee's Activities, the SWC Activities or the Project Trustee's Activities, each of the Asset Trustee and the Project Trustee (as applicable) must comply with, carry out and fulfil, and ensure that the State Works Contractor complies with, carries out and fulfils, the conditions and requirements of all Environmental Documents, including those conditions and requirements which RMS is expressly or impliedly required under the terms of the Environmental Documents to comply with, carry out and fulfil but only to the extent that those conditions and requirements relate to the scope and extent of the Project Works, the Temporary Works, the Asset Trustee's Activities, the SWC Activities and the Project Trustee's Activities.
- (f) The Asset Trustee or the Project Trustee (as applicable) must immediately notify RMS in writing as soon as the Asset Trustee, the Project Trustee or the State Works Contractor (as applicable):
 - (i) becomes aware of any breach or potential breach or non-compliance or potential non-compliance with the conditions or requirements of any Law, Approval or Environmental Document regarding the Environment in the performance of the Asset Trustee's Activities, the SWC Activities or the Project Trustee's Activities;
 - (ii) becomes aware of any information, fact or circumstance where, if RMS were to be aware of such information, fact or circumstance, RMS would be required to notify any Authority of that information, fact or circumstance pursuant to any Law relating to the Environment (without limiting any other obligation of the Asset Trustee, the Project Trustee or the State Works Contractor in relation to the information, fact or circumstance); or
 - (iii) notifies any Authority of any matter pursuant to any Law relating to the Environment, in which case the Asset Trustee or the Project Trustee (as applicable) must provide to RMS a copy of such notification and of any subsequent correspondence with the Authority in relation to the subject of the notification.
- (g) The:
 - (i) Project Trustee must indemnify RMS from and against any Claims against RMS, or Loss suffered or incurred by RMS, arising out of or in any way in connection with a failure by the Project Trustee to comply with any obligation under this section 3; and
 - (ii) Asset Trustee must indemnify RMS from and against any Claims against RMS, or Loss suffered or incurred by RMS, arising out of or in any way in connection with a failure by the Asset Trustee to comply with any obligation under this section 3.

4. **PROVISION OF EMISSIONS AND ENERGY DATA TO RMS**

- (a) A Trustee must provide the Trustee's Emissions and Energy Data to RMS's Representative:

- (i) at such times as may be agreed by RMS and the Trustees, or, if no such agreement is reached, within 10 Business Days of receiving written notice from RMS indicating that it requires the Trustee's Emissions and Energy Data to be provided; and
 - (ii) on each occasion that a Trustee is required to provide the Trustee's Emissions and Energy Data to an Authority under the NGER Legislation or any other applicable Law.
- (b) Each Trustee acknowledges and agrees that RMS may use the Trustee's Emissions and Energy Data for any purpose as it sees fit.

5. REPORTING EMISSIONS AND ENERGY DATA

- (a) This section 5 applies if, despite the operation of clause 9.13 of this deed, RMS incurs a Liability under or in connection with the NGER Legislation as a result of or in connection with the Asset Trustee's Activities, the SWC Activities, the Project Trustee's Activities, the Project Works or the Temporary Works.
- (b) If RMS notifies the Trustees in writing that the Trustees are required to provide the Trustee's Emissions and Energy Data to RMS, then the Trustees must:
 - (i) provide the Trustee's Emissions and Energy Data to RMS's Representative in the same manner, form and level of detail, based on the same methods and at the same times:
 - (A) as if the Trustees or the State Works Contractor were obliged under the NGER Legislation or any other applicable Law to provide Emissions and Energy Data to an Authority and RMS was that Authority;
 - (B) in accordance with the requirements or approvals of any Authority and any reasonable directions by RMS's Representative; and
 - (C) without limiting sections 5(b)(i)A and 5(b)(i)B, as may be required to enable RMS:
 - (aa) to discharge, as and when they fall due, any obligations that it may have to provide the Trustee's Emissions and Energy Data to any Authority; and
 - (bb) to provide to the Clean Energy Regulator, any Trustee's Emissions and Energy Data concerning any greenhouse gas project;
 - (ii) keep all such Trustee's Emissions and Energy Data as may be required to enable it to discharge its obligations under section 5(b)(i);
 - (iii) retain records of its activities that are the basis of its Trustee's Emissions and Energy Data for any financial year, for a period of not less than 7 years from the end of the year in which the relevant activities take place; and
 - (iv) permit the Trustee's Emissions and Energy Data to be examined, monitored, measured, copied, audited and verified by any persons appointed or authorised for that purpose by RMS or any Authority, and cooperate with and provide all reasonable assistance to any such persons, including giving access to premises, plant and equipment, producing and giving access to documents (including any records kept and retained under sections 5(b)(ii) and 5(b)(iii) and answering questions.

- (c) Without limiting section 5(b), the Trustees must assist, and ensure that the State Works Contractor assists, RMS to comply with the NGER Legislation in relation to any aspect of the Asset Trustee's Activities, the SWC Activities and the Project Trustee's Activities.
- (d) Each Trustee acknowledges and agrees that:
 - (i) the Trustee's Emissions and Energy Data is provided to RMS:
 - (A) to discharge any obligations that RMS may have to provide such Data to an Authority; and
 - (B) so that RMS may provide to the Clean Energy Regulator any Trustee's Emissions and Energy Data concerning any greenhouse gas project;
 - (ii) RMS may provide or otherwise disclose the Trustee's Emissions and Energy Data to any applicable Authority; and
 - (iii) nothing in this section 5 is to be taken as meaning that RMS has agreed to perform on behalf of the Trustees or the State Works Contractor, any obligation that each Trustee or the State Works Contractor itself may have under any Law regarding the provision of Emissions and Energy Data to any Authority (including any obligation under the NGER Legislation).

6. SUSTAINABILITY

- (a) The Asset Trustee must comply with, and ensure that the State Works Contractor complies with, the sustainability requirements set out in section 4.8 and Appendix D.5 of Part A of the SWTC.
- (b) Without limiting section 6(a), the Asset Trustee must achieve, and ensure that the State Works Contractor achieves:
 - (i) a "Design" rating score of at least 55/100 for the design of the Project Works and the Temporary Works; and
 - (ii) an "As Built" rating score of at least 55/100 for the construction of the Project Works and the Temporary Works,

from the Infrastructure Sustainability Council of Australia.
- (c) Without limiting section 6(b), in order to achieve the ratings referred to in section 6(b) the Asset Trustee must:
 - (i) register, and ensure that the State Works Contractor registers, with the Infrastructure Sustainability Council of Australia for the purposes of obtaining a rating;
 - (ii) cooperate and liaise, and ensure that the State Works Contractor cooperates and liaises, with the Infrastructure Sustainability Council of Australia as required; and
 - (iii) provide, and ensure the State Works Contractor provides, any documentation required by the Infrastructure Sustainability Council of Australia.

7. WASTE DISPOSAL

- (a) Subject to section 7(f), the Asset Trustee and the Project Trustee (as applicable) must:
- (i) remove from the Construction Site, Maintenance Site and any Extra Land; and
 - (ii) dispose of,
- any Contamination or other waste pursuant to its obligations under this deed to a licensed waste facility in accordance with all relevant Law and Approvals.
- (b) The Asset Trustee and the Project Trustee (as applicable) must:
- (i) ensure that the entity that carries out the storage, treatment, transport and disposal of the Contamination or other waste from the Construction Site, Maintenance Site or Extra Land holds all relevant Approvals that are necessary or desirable; and
 - (ii) procure and provide evidence of such Approvals to RMS's Representative upon request.
- (c) The Asset Trustee and the Project Trustee must ensure that its employees and agents, and the employees and agents of the State Works Contractor, as applicable, are suitably trained in correct and safe methods of loading, unloading and handling any Contamination or other wastes and that they comply with all applicable Laws.
- (d) The Asset Trustee must dispose, and ensure that the State Works Contractor disposes, of all Contamination, Hazardous Substances or other spoil or waste in New South Wales, unless it has the written consent of RMS to do otherwise (with such consent to be given or withheld by RMS in its absolute discretion).
- (e) The Asset Trustee must indemnify RMS from and against any Claims against RMS, or Loss suffered or incurred by RMS, arising out of or in any way in connection with any failure by the Asset Trustee to comply with any obligation under this section, provided that the Asset Trustee's liability to indemnify RMS will be reduced proportionally to the extent that an act or omission of RMS contributed to the Claim or Loss.
- (f) The Asset Trustee is not required to remove or dispose of, or procure that the State Works Contractor removes or disposes of, acid sulphate soil where it treats the acid sulphate soil in situ in accordance with the requirements of this deed.
- (g) The Project Trustee must indemnify RMS from and against any Claims against RMS, or Loss suffered or incurred by RMS, arising out of or in any way in connection with any failure by the Project Trustee to comply with any obligation under this section, provided that the Project Trustee's liability to indemnify RMS will be reduced proportionally to the extent that an act or omission of RMS contributed to the Claim or Loss.

SCHEDULE 8

Terms of Access

(Clause 11)

1. ASSET TRUSTEE ACKNOWLEDGEMENTS

- (a) The Asset Trustee acknowledges and agrees that:
- (i) it and the State Works Contractor may not be given exclusive access to the Construction Site; and
 - (ii) access to the Construction Site or any part thereof will be subject to the Asset Trustee complying, and ensuring that the State Works Contractor complies, with clause 11.1, this Schedule 8 and the Site Access Schedule.
- (b) The Asset Trustee acknowledges that:
- (i) its rights, and the State Works Contractor's rights, under clause 11.1 and this Schedule 8 are subject to any restrictions upon the access, possession and use of the Construction Site, Maintenance Site and the Motorway imposed by RMS under the express terms of this deed; and
 - (ii) it must comply with, and ensure that the State Works Contractor complies with, all:
 - (A) access conditions that apply to an area of the Construction Site as specified in the Site Access Schedule; and
 - (B) terms of any easement, restrictions on use, covenants, agreements or other similar arrangements burdening the land contained in the Construction Site as recorded in the register maintained by NSW Land Registry Services under the *Real Property Act 1900* (NSW).
- (c) The Asset Trustee acknowledges that it and the State Works Contractor will have no entitlement to access the Construction Site under clause 11.1 and this Schedule 8 until the Asset Trustee has submitted the Project WHS Management Plan for the Main Tunnel to RMS's Representative and RMS's Representative has had 22 Business Days to review the Project WHS Management Plan and has not rejected the Project WHS Management Plan.

2. NO WARRANTY BY RMS

Subject to the express terms of this deed, RMS makes no express or implied warranty that the Construction Site or the Maintenance Site are now or will remain suitable or adequate for all or any of the purposes contemplated in this deed and save as aforesaid all warranties (if any) implied by Law are, to the extent permitted by Law, hereby expressly negated.

SCHEDULE 8A

Rozelle Interchange Terms of Access

(Clause 4A.1(b)(iii)(D) and 4A.5(d))

PART A - ACCESS CONDITIONS

- (a) RMS must comply with, and procure that the Rozelle Interchange Contractor and its Related Parties comply with, the following conditions when accessing the Rozelle Interchange Motorway Stratum and the Main Tunnel Motorway Stratum in accordance with clauses 4A.1(b)(iii)(D) and 4A.5(d):
- (i) any constraints on and qualifications to access imposed on the Asset Trustee under this deed and the M4-M5 Link Leases;
 - (ii) clause 19.16 of this deed, the Project Plans and other reasonable management requirements of the Trustees, the O&M Contractor or the IO Services Provider, including:
 - (A) complying with clause 9.6 of this deed as if:
 - (aa) references to the Trustees, the Asset Trustee and the State Works Contractor were replaced with references to RMS;
 - (bb) references to the Contractor were replaced with references to the Rozelle Interchange Contractor;
 - (cc) references to RMS were replaced with references to the Trustees;
 - (dd) references to the Project Works, Temporary Works, Asset Renewal and D&C Phase Maintenance are replaced with references to the Rozelle Interchange Project Works; and
 - (ee) references to the Asset Trustee's Activities and SWC Activities were replaced with references to the Rozelle Interchange Contractor's Project Activities;
 - (B) submitting and complying with the Approved Project Works Traffic Management Plans;
 - (C) complying with its obligations under this deed in respect of a road occupancy, including obtaining a ROL from the Transport Management Centre in accordance with the requirements of Appendix C.5 of Part A of the SWTC and submitting an application for a work permit in respect of the Motorway from the O&M Contractor; and
 - (D) paying the relevant "Lane Occupancy Fees" calculated in accordance with Part B of this Schedule 8A.
- (b) Despite any ROL issued for any lane or shoulder closure, the Trustees may at any time direct the RMS, the Rozelle Interchange Contractor and its Related Parties to temporarily suspend any Rozelle Interchange Contractor's Project Activities and to re-open the lane or shoulder.

PART B - LANE OCCUPANCY FEES

1. DEFINITIONS

In this Schedule:

Planned Lane Closure means a lane or ramp closure or speed limit restriction, that has been agreed by the Trustees and has a Road Occupancy Licence.

Tolling System Functionality Impacts means any damage by the RMS or the Rozelle Interchange Contractor to the functionality of a tolling system which impacts the Project Trustee's ability to collect tolls.

Unplanned Lane Closure means all lane or ramp closures or speed limit restrictions that do not fall under the definition of a Planned Lane Closure.

2. GENERAL

(a) If either:

- (i) the RMS or the Rozelle Interchange Contractor damages the functionality of a tolling system or there is a Rozelle Interchange Defect in a tolling system such that the ability to collect tolls is impacted; or
- (ii) a traffic adjustment is required by RMS or the Rozelle Interchange Contractor solely in connection with the Rozelle Interchange Contractor's Project Activities or a Rozelle Interchange Defect that results in a Planned Lane Closure or an Unplanned Lane Closure on the Motorway, other than to the extent that the traffic adjustment can be accommodated within a planned maintenance period,

then RMS is liable to the Trustees for a Lane Occupancy Fee.

- (b) The Lane Occupancy Fee is calculated in accordance with section 5 of this Part B of Schedule 8A.
- (c) Not used.
- (d) The RMS's liability for Lane Occupancy Fees will be reduced to the extent any speed limit restriction, lane closure or damage to the tolling system arises due to the failure of the Project Trustee or its operations and maintenance contractor to operate and maintain in accordance with Good Industry Practice.

3. REPORTING OF THE LANE OCCUPANCY FEE

RMS must report all lane and ramp closures and any tolling system functionality issues monthly until the Rozelle Interchange Date of Completion and the report must include the following:

- (a) the number of Planned Lane Closures for the period;
- (b) the number of Unplanned Lane Closures for the period;
- (c) the date, time, direction, number of lanes, and location for each Planned Lane Closure and Unplanned Lane Closure including date, time duration;
- (d) the number of Tolling System Functionality Impacts; and

- (e) the date, time and details of any Tolling System Functionality Impacts including time duration.

4. **INVOICING OF THE LANE OCCUPANCY FEE**

The Trustees will invoice RMS within 14 days of receiving the monthly report for the previous month.

5. **PAYMENT OF FEES FOR LANE CLOSURES, SPEED LIMIT RESTRICTIONS OR TOLLING SYSTEM FUNCTIONALITY IMPACTS AND SPEED LIMIT RESTRICTIONS FOLLOWING OPENING COMPLETION**

- (a) Following Opening Completion RMS will only be liable for Lane Occupancy Fees in the circumstances referred to in section 2(a) for both Planned Lane Closures and Unplanned Lane Closures on the Motorway calculated in accordance with Table 1 as follows:
 - (i) Charges will be applied for continuous lane or ramp closures or speed limit restrictions or Tolling System Functionality Impacts greater than 15 minutes or where they frequently disrupt traffic flow or the ability to collect tolls (i.e. more than 15 minutes in an hour).
 - (ii) Each lane or ramp closure or speed limit restriction or Tolling System Functionality Impacts will each be assessed separately for the Lane Occupancy Fee. Where multiple lane or ramp closures or speed limit restrictions or tolling system impacts occur concurrently, then more than one Lane Occupancy Fee will be applied.
 - (iii) The Lane Occupancy Fee for any Tolling System Functionality Impact will be the Lane Occupancy Fee applicable for the Unplanned Closure of a complete carriageway. If the Tolling System Functionality Impact affects more than one carriageway, the Contractor will be liable for separate Lane Occupancy Fees for each carriageway.
 - (iv) Lane Occupancy Fees will be applied in 15 minute intervals, on a pro-rata basis i.e. if a Planned Lane Closure occurs for 15 minutes as per 1.2 in Table 1, then the Lane Occupancy Fees would be \$█.
 - (v) Any lane or ramp closures or speed limit restrictions which extend beyond the expiry of a Planned Lane Closure will be treated as Unplanned Lane Closures.
 - (vi) If RMS arranges a Planned Lane Closure on the Motorway, RMS will be liable to the Trustees for a Lane Occupancy Fee for that Planned Lane Closure whether or not RMS or the Rozelle Interchange Contractor actually causes a lane or ramp closure or speed limit restriction, unless RMS gives the Trustees 5 Business Days' notice of its intention to cancel the Planned Lane Closure. RMS will not be liable for a Lane Occupancy Fee under this section 5(a)(vi) where the cancellation of the Planned Lane Closure is due to a Force Majeure event.
- (b) Following Opening Completion Lane Occupancy Fees do not apply in the following circumstances:
 - (i) Accidents and incidents that were not caused by RMS, the Rozelle Interchange Contractor or a result of the Rozelle Interchange Contractor's Project Activities.

- (ii) Maintenance conducted by the Project Trustee or its contractors or RMS or its contractors to the trafficable lanes or tolling systems that does not relate solely to the Rozelle Interchange Contractor's Project Activities.
 - (iii) Lane closures, speed limit restrictions or Tolling Functionality System Impacts directed by the Trustees, RMS (other than in connection to the Rozelle Interchange Contractor's Project Activities), TMC or any other Authority.
 - (iv) Lane closures, speed limit restrictions or Tolling System Functionality Impacts arising out of any other act or omission of the Trustees.
 - (v) Speed limit restrictions on a lane or ramp which are required because of a closure of an adjacent lane, where a Lane Occupancy Fee is charged for that closure.
- (c) The Lane Occupancy Fees for Planned Lane Closures, Unplanned Closures and Tolling System Functionality Impacts on the Motorway following Opening Completion are as follows:

Table 1 - Lane Occupancy Fees for lane closures and speed limit restrictions on the Motorway following Opening Completion

Type of traffic adjustment		Lane Occupancy Fee per hour (or part thereof) (Planned Lane Closure) (exclusive of GST)	Lane Occupancy Fee per hour (or part thereof) (Unplanned Lane Closure) (exclusive of GST)
1.	Peak Periods (5:00am to 9:30pm)		
1.1	Three lanes available per carriageway (in respect any four lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
1.2	Two lanes available per carriageway (in respect of any four lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
1.3	Four lanes available per carriageway (in respect of any five lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
1.4	Three lanes available per carriageway (in respect of any five lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
1.5	Two lanes available per carriageway (in respect of any five lane section of the	\$ [REDACTED]	\$ [REDACTED]

Type of traffic adjustment		Lane Occupancy Fee per hour (or part thereof) (Planned Lane Closure) (exclusive of GST)	Lane Occupancy Fee per hour (or part thereof) (Unplanned Lane Closure) (exclusive of GST)
	carriageway)		
1.6	One lane available per carriageway (in respect of any five lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
1.7	Two lanes available per carriageway (in respect of any three lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
1.8	One lane available per carriageway (in respect of any two lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
1.9	One lane available per carriageway (in respect of any three lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
1.10	One lane available per carriageway (in respect of any four lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
1.11	Complete closure of a carriageway	\$ [REDACTED] per carriageway	\$ [REDACTED] per carriageway
2.	Off-Peak Period (9.30pm to 5.00am)		
2.1	Three lanes available per carriageway (in respect any four lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
2.2	Two lanes available per carriageway (in respect of any four lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
2.3	Four lanes available per carriageway (in respect of any five lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]

Type of traffic adjustment		Lane Occupancy Fee per hour (or part thereof) (Planned Lane Closure) (exclusive of GST)	Lane Occupancy Fee per hour (or part thereof) (Unplanned Lane Closure) (exclusive of GST)
2.4	Three lanes available per carriageway (in respect of any five lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
2.5	Two lanes available per carriageway (in respect of any five lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
2.6	One lane available per carriageway (in respect of any five lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
2.7	Two lanes available per carriageway (in respect of any three lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
2.8	One lane available per carriageway (in respect of any two lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
2.9	One lane only available per carriageway (in respect of any three lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
2.10	One lane only available per carriageway (in respect of any four lane section of the carriageway)	\$ [REDACTED]	\$ [REDACTED]
2.11	Complete closure of a carriageway	\$ [REDACTED] per carriageway	\$ [REDACTED] per carriageway
3.	Speed Limit Restrictions during Peak Periods (5:00am to 9:30pm)		
3.1	Posted speed limit 80km/hr or above	[REDACTED]	[REDACTED]
3.2	Posted speed limit equal to or greater than 60km/hr and less than 80km/hr	\$ [REDACTED]	\$ [REDACTED]
3.3	Posted speed limit equal to or greater than 40km/hr and less than	\$ [REDACTED]	\$ [REDACTED]

Type of traffic adjustment		Lane Occupancy Fee per hour (or part thereof) (Planned Lane Closure) (exclusive of GST)	Lane Occupancy Fee per hour (or part thereof) (Unplanned Lane Closure) (exclusive of GST)
	60km/hr	[REDACTED]	[REDACTED]
3.4	Posted speed limit less than 40km/hr	\$ [REDACTED]	\$ [REDACTED]

6. LANE OCCUPANCY FEES FOR PLANNED LANE CLOSURES, UNPLANNED LANE CLOSURES AND TOLLING SYSTEM FUNCTIONALITY IMPACTS

- (a) The Lane Occupancy Fees provided by section 5 are a genuine pre-estimate of the Trustees' total damages suffered for Planned Lane Closures, Unplanned Lane Closures and Tolling System Functionality Impacts on the Motorway following Opening Completion and RMS has freely agreed that these Lane Occupancy Fees represent the proper, fair and reasonable amounts recoverable by the Trustees for its losses suffered arising from such Planned Lane Closures, Unplanned Lane Closures and Tolling System Functionality Impacts.
- (b) RMS entered into the obligation to pay the amounts specified in section 5 with the intention that they are legally binding, valid and enforceable contractual provisions against RMS in accordance with its terms.
- (c) RMS agrees to exclude and expressly waives the right of the benefit of, to the extent permissible, the application or operation of any legal rule or norm, including under statute, equity and common law, relating to the characterisation of Lane Occupancy Fees payable under a deed upon a breach occurring as penalties or the enforceability or recoverability of such liquidated amounts.
- (d) RMS agrees that if any of section 5 is found for any reason to be void, invalid or otherwise inoperative so as to disentitle the Trustees from recovering Lane Occupancy Fees, the Trustees will be entitled to recover common law damages as a result of Planned Lane Closures, Unplanned Lane Closures or Tolling System Functionality Impacts, but RMS's liability for such damages (whether per day or in the aggregate) will not be any greater than the liability which it would have had if section 5 had not been void, invalid or otherwise inoperative.

(e) The parties agree that, without limiting the Trustees' right to terminate this deed, payment by RMS of:

- (i) Lane Occupancy Fees under this Schedule 8A; and
- (ii) any reasonable costs incurred by the Trustees in connection with taking steps to mitigate the potential Lane Occupancy Fees that could be payable by RMS,

comprise the Trustees' sole monetary remedy against RMS and is the RMS's sole liability under this deed (including by way of indemnity or by way of damages for breach or otherwise) for any loss of toll revenue, loss of use, lane closure costs, loss of business opportunities or loss of good will of the Trustees whether:

- (iii) as a result of any adverse effect on the Motorway arising from any traffic adjustments, damage to the functionality of a tolling system or a Rozelle Interchange Defect in a tolling system such that the ability to collect tolls is impacted, impact on functionality, carriageway closures or impacts on the tolling systems or otherwise; or

- (iv) for lane closures or traffic adjustments on the Motorway,

which arises out of or in connection with the Rozelle Interchange Contractor's Project Activities.

SCHEDULE 9

Property Owner's Certificate

(Clauses 11.3 and 11.4)

This Deed Poll is in favour of:

1. **Roads and Maritime Services** of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (**RMS**)

and
2. **WCX M4-M5 Link AT Pty Limited (ACN 624 153 742)** in its personal capacity and in its capacity as trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) and **WCX State Works Contractor Pty Limited (ACN 624 154 089)** (together, the **M4-M5 Link Group**)

and
3. **The Lendlease Samsung Bouygues Joint Venture**, being an unincorporated joint venture comprising Lendlease Engineering Pty Ltd (ACN 000 201 516), Samsung C&T Corporation, a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) and Bouygues Construction Australia Pty Ltd (ABN 37 144 013 801) (the **Contractor**),

and their successors and permitted assigns (together, the **Beneficiaries**).

PROPERTY ADDRESS:

1. I/We confirm that the following works have been carried out and completed on my/our property to my/our satisfaction:

[Insert description of property works]
2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.
3. I/We release the Beneficiaries from all claims and actions which I/we may have arising out of or in connection with the works referred to in item 1.

SIGNED as a Deed Poll.

SIGNED, SEALED and DELIVERED by
[NAME OF PARTY] in the presence of:

Signature

Signature of witness

Name of witness in full

SCHEDULE 10

Easements

(Clause 18.2)

1. EASEMENTS RESERVED BY RMS OVER THE MOTORWAY STRATUM

RMS reserves the right at all times for the purposes set out in Appendix A to:

- (a) create any Easements benefiting or burdening the Motorway Stratum or any Additional Land (as defined in Schedule 11) with:
 - (i) any of the owners, lessees, tenants or occupiers of the land adjacent to or in the vicinity of the Motorway Stratum or any Additional Land (as defined in Schedule 11)); or

- (ii) any public or other Authority,

and to release, vary, modify or give waivers of such Easements; and

- (b) dedicate land of which it is the owner of the fee simple estate for road, rail and other purposes,

which may be effective no earlier than the Date of Opening Completion, upon such terms and conditions as RMS thinks fit, provided that where any such Easement (or release, variation, modification or waiver of such Easement) or dedication will have:

- (c) a material adverse effect on the design, construction, maintenance, repair or operation of the Motorway or upon the ability of a Trustee to undertake the Project in accordance with the Project Documents; or
- (d) an adverse effect on the patronage or capacity or use of the Motorway or the ability of the Project Trustee or its subtenants to levy and collect tolls or as against RMS and the NSW Government to keep tolls,

RMS must, if the creation of the Easement or dedication of land will have a material adverse effect on the design or construction of the Main Tunnel Works, obtain the prior written consent of the Trustees to the creation of any such Easement (or release, variation, modification or waiver in respect of such Easement) or dedication of land, which consent must not be unreasonably withheld.

Notwithstanding anything in this section 1, RMS reserves the right at all times to create Easements in accordance with clause 22A.14(b).

2. EASEMENTS FOR THE ASSET TRUSTEE'S BENEFIT

If, but only if, RMS is the owner of the estate in fee simple of, and there are no inconsistent interests in, the land which is to be benefited or burdened by such Easement, and without in any way limiting clause 11.4, upon request after the Date of Opening Completion, RMS undertakes to the Asset Trustee that it will, at the Asset Trustee's cost, create Easements benefiting or burdening the Motorway Stratum or any Additional Land in favour of:

- (a) the Asset Trustee or any other person who is at any time entitled to an estate or interest in possession in the benefited land and every person authorised by any of them; or

- (b) any relevant provider of services and utilities, or any relevant infrastructure owner, or any relevant third party as agreed by RMS,

where such Easements are proposed on reasonable terms and are reasonably required by any of those parties and at no cost to RMS for the purposes set out in Appendix B.

3. **NOTICE OF LOCATION AND DIMENSIONS**

- (a) Each of RMS and the Asset Trustee must notify the other party of the exact location and dimensions of any Easement it requires under section 1 or 2 (as the case may be) as soon as practicable.
- (b) A notice under section 3(a) must be accompanied by a diagram showing:
 - (i) the location and dimensions of the three dimensional envelope which accommodates the site of the Easement; and
 - (ii) the location of the Easement relative to existing structures and public services.
- (c) Where RMS receives a notice under section 3(a) it will:
 - (i) approve the location and dimensions of the Easement; or
 - (ii) reject the location and dimensions of the Easement,and in each case must act reasonably and must communicate its approval or rejection to the Asset Trustee as soon as practicable but in any event within 8 weeks of the date of receipt of the notice.
- (d) In the event that RMS rejects the location and dimensions of any easement under section 3(c):
 - (i) RMS may, at the time of such rejection, notify the Asset Trustee of an alternate or amended location and dimensions of the Easement;
 - (ii) the Asset Trustee may notify RMS of an alternative or amended location and dimensions of the Easement, in which case such notice will be treated as a notice under section 3(a); and
 - (iii) either of RMS or the Asset Trustee may refer the matter to be resolved in accordance with the Dispute Resolution Procedure.

4. **NO CLAIM**

The Asset Trustee may not make any Claim or requisition, rescind or terminate this deed, any M4-M5 Link Lease or any lease of Additional Land because it receives notice from RMS pursuant to section 3 or because any Easement is created pursuant to this Schedule 10.

5. **REGISTRATION**

The parties will use reasonable endeavours to execute and obtain the registration of any Easements which are granted by RMS in favour of the Asset Trustee or any provider of services and utilities or any infrastructure owners or any third parties under this Schedule 10 as soon as practicable after the Date of Opening Completion. In the event that any Easement which RMS has granted to the Asset Trustee cannot be registered, the parties agree that such Easement will take effect as a binding deed between them until the termination of this deed. The parties will register any such Easement as soon as practicable if it becomes registrable at a later date.

Appendix A Easements which may be created by RMS benefiting or burdening the Motorway Stratum

Easements created for the purposes of:

- (a) providing public or private access to or egress from the Motorway Stratum, the Licensed Maintenance Areas, any Additional Land (as defined in Schedule 11) or other land adjacent to or in the vicinity of that land (**Adjacent Land**);
- (b) providing access to or support of structures erected or to be erected on the Motorway Stratum or the Licensed Maintenance Areas or the Adjacent Land;
- (c) providing access to or support for the structures of any other motorway or any railway infrastructure;
- (d) providing road or rail or other infrastructure or other services including, but not limited to, water, drainage, sewerage, gas and other fuels, electricity, telephone and electronic communications to, or to pass through, the Motorway Stratum or any Additional Land (as defined in Schedule 11) or to pass through the Licensed Maintenance Areas or the Adjacent Land and access to such services;
- (e) providing any statutory easements; and
- (f) satisfying any requirements of the Project Deed, the Main Tunnel State Works Deed or the SWTC,

or for any other purpose reasonably requested by an owner of Adjacent Land (including for drainage purposes) or provided under Division 4 of Part 6 of the *Conveyancing Act 1919* (NSW).

Appendix B Easements to be created benefiting or burdening the Motorway Stratum at the request of the Asset Trustee

Easements created (and contemplated by section 2) which benefit or burden the Motorway Stratum for:

- (a) access to structural support for rock anchors, columns, footings, beams, structural support and other structures protecting and/or supporting the motorway structure, comprising:
 - (i) the excavated areas for permanent works including those for the tunnels, walls, columns, footings, beams, retaining walls, ramps, cross passages, ventilation systems, plant room, sub-stations and emergency access tunnels which will form part of the Motorway; and
 - (ii) the rock anchors, columns, footings, beams, structural support and other structures installed for the purposes of protecting and/or supporting the permanent works referred to in paragraph (i) above.;
- (b) access to Adjacent Land to connect Utility Services from the Motorway Stratum to the Motorway Control Centre;
- (c) access to Adjacent Land for maintenance purposes for:
 - (i) access to and egress from the ventilation stack buildings; and
 - (ii) access to and egress from the Motorway Control Centre;
- (d) access to the land and airspace within a 2 metre radius of outside of the ventilation stack for the purposes of maintaining the façade of the ventilation stack;
- (e) providing support for structures and access for maintenance purposes to the Motorway; and
- (f) other than as referred to in this Appendix B, satisfying any requirements to be satisfied by the Asset Trustee pursuant to this deed or the SWTC.

SCHEDULE 11

Process for Granting the M4-M5 Link Leases

(Clause 18.1)

1. DEFINITIONS

In this Schedule 11:

Additional Land means any land required to be acquired or obtained by the Asset Trustee pursuant to clause 11.4(b)(i).

Commencement Date means:

- (a) in respect of the Main Tunnel Lease, the Date of Opening Completion; and
- (b) in respect of the Rozelle Interchange Lease, the Rozelle Interchange Transfer Date.

Construction Site Drawings has the meaning given to that term in the Site Access Schedule.

LRS means NSW Land Registry Services.

Plan of Subdivision means a plan of subdivision in LRS registrable form to be procured by RMS in accordance with this Schedule 11.

Real Property Act means the *Real Property Act 1900* (NSW).

2. NOT USED

2A. MAIN TUNNEL MOTORWAY STRATUM

2A.1 COMPONENTS OF THE MAIN TUNNEL MOTORWAY STRATUM

The parties acknowledge and agree that the Main Tunnel Motorway Stratum is, subject to section 2A.2, comprised of:

- (a) a tunnel substratum determined by RMS in accordance with the following principles:
 - (i) the tunnel substratum will be an underground stratum lot limited in height, width and depth;
 - (ii) subject to paragraph 2A.1(a)(vi), the tunnel substratum must include all of the tunnel substratum specified in the Construction Site Drawings titled "Main Tunnel Construction Site (Tunnel Substratum)" in Part C of the Site Access Schedule, (as amended in accordance with Schedule 13);
 - (iii) the tunnel substratum will be rectangular in shape when viewed in cross-section;
 - (iv) subject to paragraph 2A.1(a)(vi), the tunnel substratum will include areas outside the tunnel substratum specified in the Construction Site Drawings titled "Main Tunnel Construction Site (Tunnel Substratum)" in Part C of the Site Access Schedule, (as amended in accordance with Schedule 13) only to

the extent reasonably necessary in order to create plans of subdivision that meets the plan registration requirements of LRS;

- (v) subject to paragraphs 2A.1(a)(ii) and (iv), the height, width and depth of the tunnel substratum will be determined by RMS; and
- (vi) the tunnel substratum will not include the following areas specified in the Construction Site Drawings titled "Main Tunnel Construction Site (Tunnel Substratum)" in Part C of the Site Access Schedule:
 - (A) Site Area ID A(1) - Wattle Street Parramatta Road Ventilation Facility (PRVF) Basement Level B01;
 - (B) Site Area ID B(1) - Wattle Street PRVF Basement Level B01;
 - (C) Site Area ID C(1) - Wattle Street PRVF Basement Level B02;
 - (D) Site Area ID D(1) - Wattle Street PRVF Basement Level B02;
 - (E) Site Area ID E(1) - Wattle Street PRVF Basement Level B03;
 - (F) Site Area ID F(1) - Wattle Street PRVF Basement Level B03; and
 - (G) Site Area ID G(1) - Wattle Street PRVF Basement Level B04;
- (b) the stratum of the cut and cover extending west-south-west towards Parramatta Road from the tunnel substratum, limited in width and depth to the outer limit of the cut and cover structure and unlimited in height;
- (c) the stratum of the cut and cover extending south towards St Peters Interchange from the tunnel substratum, limited in width and depth to the outer limit of the cut and cover structure and unlimited in height; and
- (d) any other land encompassing the as-built extent of the Main Tunnel Works which is not referred to in paragraph 2A.1(a) or 2A.1(b), excluding:
 - (i) any Licensed Maintenance Areas agreed or determined pursuant to paragraph 2C(b);
 - (ii) any area referred to in paragraph 2A.1(a)(vi),with such land being unlimited in height and depth, except to the extent that it overlays the tunnel substratum referred to in paragraph 2A.1(a), in which case that land will be limited in depth by the tunnel substratum.

2A.2 EXCLUSIONS FROM THE MOTORWAY STRATUM

The Motorway Stratum will not include:

- (a) any land that is excluded from the Motorway Stratum pursuant to clause 22A.14(c); or
- (b) any land which forms part of the "Motorway Stratum" (as defined in the M5 Project Deed) or the "Motorway Stratum" (as defined in the M4 Project Deed).

2A.3 NOT USED

2A.4 **PLAN OF SUBDIVISION – MAIN TUNNEL MOTORWAY STRATUM**

- (a) RMS and the Asset Trustee acknowledge and agree that before the Main Tunnel Link Lease can be registered with the LRS, a Plan of Subdivision must be registered with the LRS for the applicable M4-M5 Link Lease, which subdivides the Main Tunnel Motorway Stratum from adjacent land.
- (b) RMS will, as soon as the areas which comprise the Main Tunnel Motorway Stratum have been agreed or determined in accordance with this paragraph 2A, procure the preparation of:
 - (i) a Plan of Subdivision which subdivides the Main Tunnel Motorway Stratum from adjacent land; and
 - (ii) any other document reasonably required to effect registration of the Plan of Subdivision in a form agreed between the parties (acting reasonably),

(together the **Main Tunnel Subdivision Documents**) and procure the registration of the Main Tunnel Subdivision Documents at LRS at its own cost.

2B. **ROZELLE INTERCHANGE MOTORWAY STRATUM**

2B.1 **COMPONENTS OF THE ROZELLE INTERCHANGE MOTORWAY STRATUM**

The parties acknowledge and agree that the areas making up the Rozelle Interchange Motorway Stratum are, subject to section 2A.2, generally comprised of:

- (a) the tunnel substratum as determined by RMS in accordance with paragraph 2B.2;
- (b) the surface road components of the Rozelle Interchange encompassing the as-built extent of the Rozelle Interchange Works located above ground as generally shown in the indicative site access schedule in Part B of Appendix B as the land identified as "Rozelle Interchange Works Site"; and
- (c) the land encompassing the as-built extent of the Rozelle Interchange Works which is not referred to in paragraph 2B.1(a), excluding any Licensed Maintenance Areas agreed or determined pursuant to paragraph 2C(b), with such land being unlimited in height and depth, except to the extent that it overlays the tunnel substratum referred to in paragraph 2B.1(a), in which case that land will be limited in depth by the tunnel substratum.

2B.2 **TUNNEL SUBSTRATUM – ROZELLE INTERCHANGE**

The tunnel substratum must be determined by RMS in accordance with the following principles:

- (a) the tunnel substratum will be an underground stratum lot limited in height, width and depth;
- (b) the tunnel substratum must encompass the as-built extent of the Rozelle Interchange Works located below ground as generally shown in the indicative plans in Part A of Appendix B;
- (c) the tunnel substratum will be rectangular in shape when viewed in cross-section; and
- (d) subject to paragraph 2B.2(b), the height, width and depth of the tunnel substratum will be determined by RMS.

2B.3 **PLAN OF SUBDIVISION – ROZELLE INTERCHANGE MOTORWAY STRATUM**

- (a) RMS and the Asset Trustee acknowledge and agree that before the Rozelle Interchange Lease can be registered with the LRS, a Plan of Subdivision must be registered with the LRS for the Rozelle Interchange Lease, which subdivides the Rozelle Interchange Motorway Stratum from adjacent land.
- (b) RMS will, as soon as the areas which comprise the Rozelle Interchange Motorway Stratum have been agreed or determined in accordance with this paragraph 2B, procure the preparation of:
 - (i) a Plan of Subdivision which subdivides the Rozelle Interchange Motorway Stratum from adjacent land; and
 - (ii) any other document reasonably required to effect registration of the Plan of Subdivision in a form agreed between the parties (acting reasonably),(together the **RI Subdivision Documents**) and procure the registration of the RI Subdivision Documents at LRS at its own cost.

2C. **LICENSED MAINTENANCE AREAS**

- (a) The parties acknowledge and agree that:
 - (i) the Licensed Maintenance Areas for the Main Tunnel and the Rozelle Interchange will be those areas necessary to operate any intelligent transportation system devices (such as variable message signs, closed circuit television, tunnel closure traffic lights and moveable medians) which are:
 - (A) located outside of the Main Tunnel Motorway Stratum and the Rozelle Interchange Motorway Stratum;
 - (A) required for the operation of the Main Tunnel in the Main Tunnel Motorway Stratum or the Rozelle Interchange Rozelle Interchange Motorway Stratum; and
 - (B) connected to the Operations Management Control System;
 - (ii) the Licensed Maintenance Areas for the Main Tunnel will only comprise those areas of land (if any) generally as shown in the indicative outline plans and drawings which appear in Part A of Appendix A, subject to any changes to those areas of land which are agreed or determined in accordance with paragraph 2C(b);
 - (iii) the Licensed Maintenance Areas for the Rozelle Interchange will only comprise those areas of land (if any) generally as shown in the indicative outline plans and drawings which appear in Part B of Appendix A, subject to any changes to those areas of land which are agreed or determined in accordance with paragraph 2C(b); and
 - (iv) the Licensed Maintenance Areas for the Main Tunnel or Rozelle Interchange must not include any areas over which RMS has granted a lease or other right of exclusive possession to a third party.
- (b) Without limiting clause 11.4 of this deed, the parties acknowledge and agree as follows:

- (i) the Asset Trustee may notify RMS that the Licensed Maintenance Areas require further refinement and amendment and may request that further refinement and amendment be agreed or determined in accordance with this paragraph 2C(b);
 - (ii) as soon as practicable after receipt by RMS of a notice issued by the Asset Trustee under paragraph 2C(b)(i), the Asset Trustee and RMS must form a project team which:
 - (A) comprises at least one member from each of RMS and the Asset Trustee; and
 - (B) meets regularly to discuss and seek to agree the areas to comprise the Licensed Maintenance Areas by:
 - (aa) in respect of the Main Tunnel, the Date of Opening Completion; and
 - (bb) in respect of the Rozelle Interchange, Rozelle Interchange Transfer Date; and
 - (iii) if the parties are unable to agree on the relevant Licensed Maintenance Areas by the dates referred to in paragraph 2C(b)(ii)(B), then RMS must, acting reasonably, determine the Licensed Maintenance Areas by reference to what is reasonably necessary to operate the devices referred to in paragraph 2C(a)(i), and RMS will notify the Asset Trustee in writing of such determination.
- (b) Following the Licensed Maintenance Areas being agreed or determined in accordance with this paragraph 2B, Part A of Appendix A and Part B of Appendix A (as applicable) is deemed to be amended to include the drawings applicable to those areas as agreed or determined.

3. M4-M5 LINK LEASES

- (a) Subject to the Trustees complying with all of their obligations under this Schedule 11 and subject to paragraph 3(e), on the relevant Commencement Date, RMS must grant the Asset Trustee, and the Asset Trustee must accept from RMS:
 - (i) in respect of the Main Tunnel Motorway Stratum, the Main Tunnel Lease;
 - (ii) in respect of the Rozelle Interchange Motorway Stratum, the Rozelle Interchange Lease;
 - (iii) in respect of the Main Tunnel Motorway Stratum, a licence to access the Licensed Maintenance Areas for the Main Tunnel upon and subject to the terms, covenants and conditions set out in Schedule 2 of Part 1 of Exhibit E; and
 - (iv) in respect of the Rozelle Interchange Motorway Stratum, a licence to access the Licensed Maintenance Areas for the Rozelle Interchange upon and subject to the terms, covenants and conditions set out in Schedule 2 of Part 3 of Exhibit E.
- (b) The commencement of an M4-M5 Link Lease will not relieve or discharge either RMS or the Asset Trustee from the performance of any of its obligations hereunder which remain to be performed at or after the Commencement Date of that M4-M5 Link Lease.

- (c) RMS must either insert, or authorise the insertion of, the following in each M4-M5 Link Lease:
 - (i) the Commencement Date, the Expiry Date and the Term;
 - (ii) the date of execution of the M4-M5 Link Lease;
 - (iii) the then current title reference for the relevant part of the Motorway Stratum to be demised by the M4-M5 Link Lease; and
 - (iv) such other necessary information and formal matters as may be reasonably required to give effect thereto.
- (d) As soon as practicable after the relevant part of the Motorway Stratum has been surveyed and suitable plans produced and registered with the LRS, RMS and the Asset Trustee must execute each M4-M5 Link Lease in the following manner:
 - (i) RMS must give the M4-M5 Link Lease and a duplicate of it to the Asset Trustee as soon as practicable after the completion of the documentation contemplated by paragraph 3;
 - (ii) the Asset Trustee or its solicitors must execute and then return the M4-M5 Link Lease and the duplicate of it within 10 Business Days of receiving it;
 - (iii) RMS must, within 10 Business Days of receiving the M4-M5 Link Lease and the duplicate of it from the Asset Trustee, execute and then return the M4-M5 Link Lease and the duplicate copies to the Asset Trustee;
 - (iv) RMS must promptly produce certificates of title for the relevant part of Motorway Stratum to the LRS when the Asset Trustee requests it to allow the Asset Trustee to register the M4-M5 Link Lease; and
 - (v) the Asset Trustee must have the M4-M5 Link Lease and the duplicate of it registered (at the Asset Trustee's cost) and must give to RMS the stamped duplicate of the M4-M5 Link Lease within 10 Business Days as well as a copy of the registered M4-M5 Link Lease within 10 Business Days of receipt of that document from the LRS.
- (e) RMS reserves the right to make any necessary alterations to the M4-M5 Link Leases in form or layout to comply with any present or future requirements of the LRS or any other appropriate authority and the Asset Trustee authorises RMS to make those alterations.

4. THE M4-M5 LINK SUBLEASES

The parties acknowledge that on the relevant Commencement Date, the Asset Trustee must grant the Project Trustee, and the Project Trustee must accept from the Asset Trustee:

- (a) in respect of the Main Tunnel Motorway Stratum, a sublease commencing on the Commencement Date upon and subject to the terms, covenants and conditions set out in Part 2 of Exhibit E;
- (c) in respect of the Rozelle Interchange Motorway Stratum, a sublease commencing on the Commencement Date upon and subject to the terms, covenants and conditions set out in Part 4 of Exhibit E;

- (d) in respect of the Main Tunnel Motorway Stratum, a sublicence to access the Licensed Maintenance Areas for the Main Tunnel upon and subject to the terms, covenants and conditions set out in Schedule 2 of Part 1 of Exhibit E; and
- (e) in respect of the Rozelle Interchange Motorway Stratum, a sublicence to access the Licensed Maintenance Areas for the Rozelle Interchange upon and subject to the terms, covenants and conditions set out in Schedule 2 of Part 3 of Exhibit E.

5. **ADDITIONAL LAND LEASE**

If Additional Land has been acquired, RMS must:

- (a) if that Additional Land has been acquired or obtained in the form of an easement, ensure that the benefit of that easement extends to RMS, any person authorised by RMS and any other person who is at any time entitled to an estate or interest in possession in the benefited land and every person authorised by any of them, the rights and obligations under such easements being reasonably acceptable to the Asset Trustee, and register that easement; or
- (b) otherwise, grant a lease of that Additional Land to the Asset Trustee on substantially the same terms and conditions as the Main Tunnel Lease, except that:
 - (i) the definition of "Rent" in the Main Tunnel Lease will be amended to read "means, in respect of any Rent Period, the amount of \$1" for the purposes of the lease of that Additional Land;
 - (ii) the Term of the lease of such Additional Land will commence on the date of its grant and expire on the Expiry Date; and
 - (iii) paragraph 3 will apply in respect of any lease of such Additional Land as if:
 - (A) references to "M4-M5 Link Lease" and "Main Tunnel Lease" (as applicable) in that clause were references to the lease contemplated under this paragraph 5;
 - (B) references to "Motorway Stratum" and "Main Tunnel Motorway Stratum" (as applicable) in that clause were references to the Additional Land;
 - (C) no references were made to "Licensed Maintenance Areas"; and
 - (D) references to "Commencement Date" were to the later of the Commencement Date and the date on which the Additional Land was acquired.

APPENDIX A - LICENSED MAINTENANCE AREAS

Part A - Indicative Motorway Licensed Maintenance Area Plans – Main Tunnel



Part B - Indicative Motorway Licensed Maintenance Area Plans – Rozelle Interchange

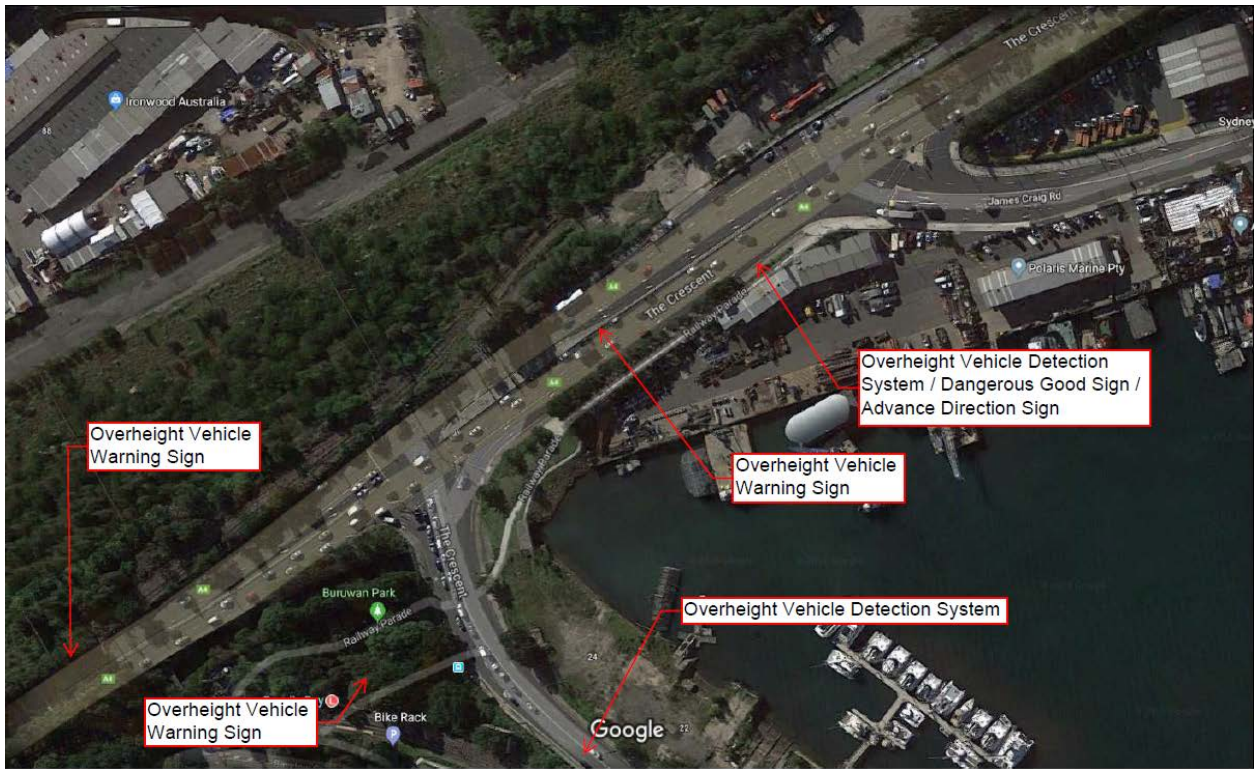












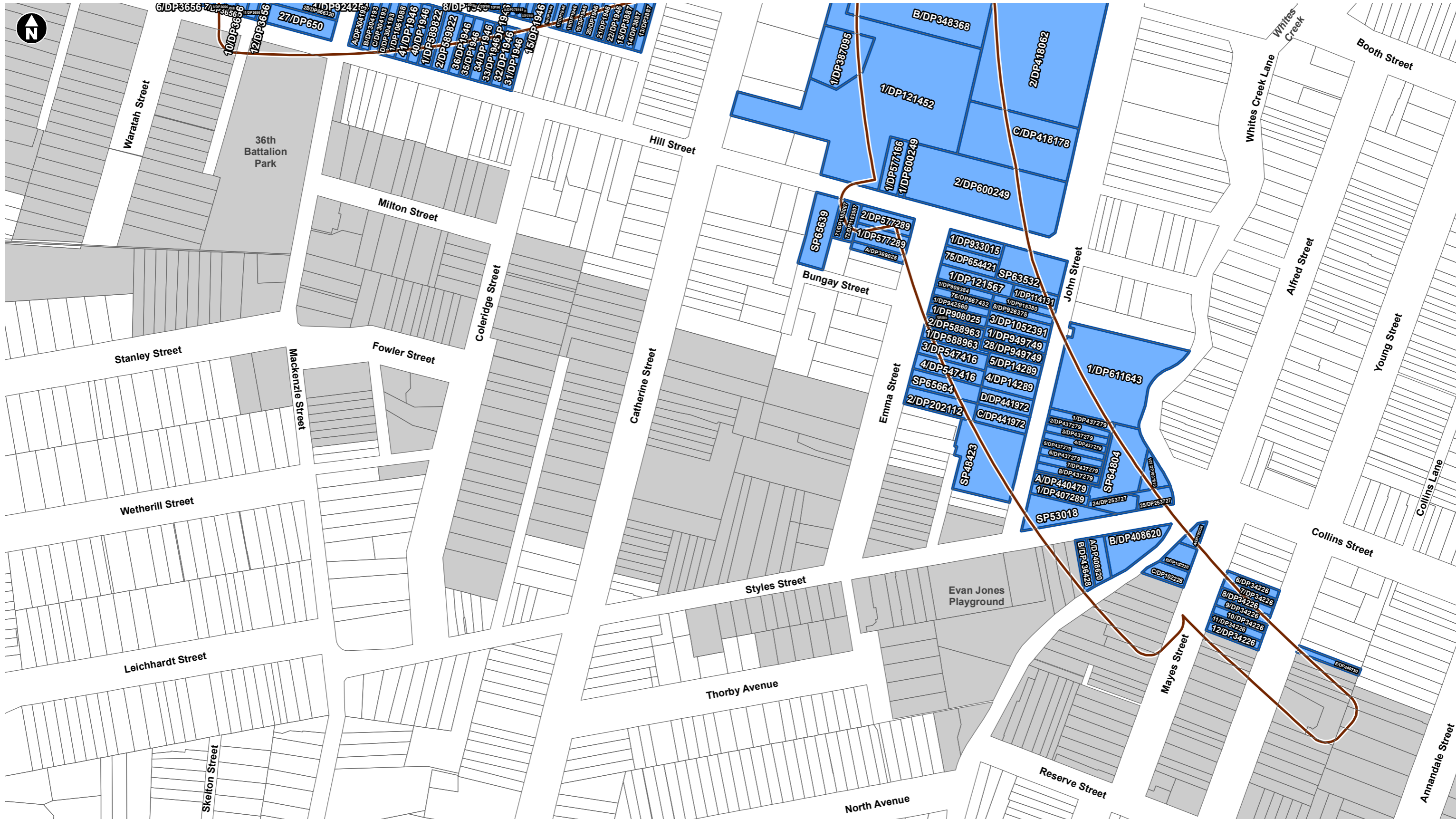




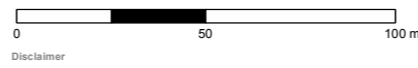


APPENDIX B – ROZELLE INTERCHANGE INDICATIVE PLANS

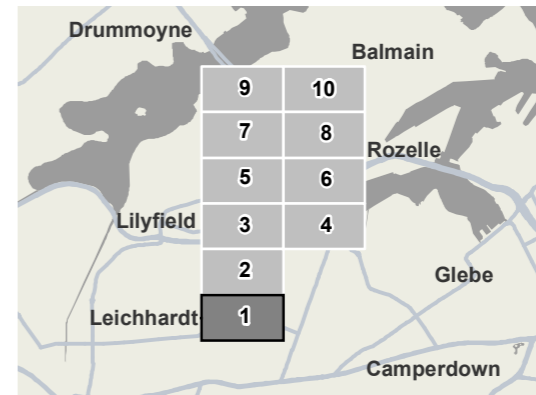
Part A - Indicative Substratum Plans – Rozelle Interchange



- KEY**
- Rozelle Interchange Substratum
 - Rozelle Interchange Substratum Boundary
 - Main Tunnel Works Substratum (Previously assessed)
 - Indicative cadastre boundary



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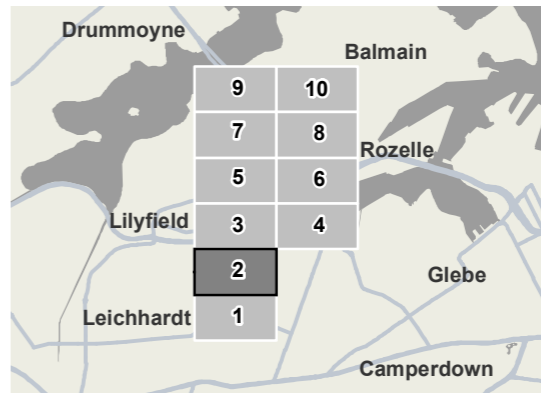
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PROJECT	WESTCONNEX M4-M5 LINK	
CLIENT	SYDNEY MOTORWAY CORPORATION	
DRAWN	PROJECT # 60491677	MAP #
CHECK	DATE 22/05/2017	Project WCXM4M5460 01 60491677

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- KEY**
- Rozelle Interchange Substratum
 - Rozelle Interchange Substratum Boundary
 - Main Tunnel Works Substratum (Previously assessed)
 - Indicative cadastre boundary

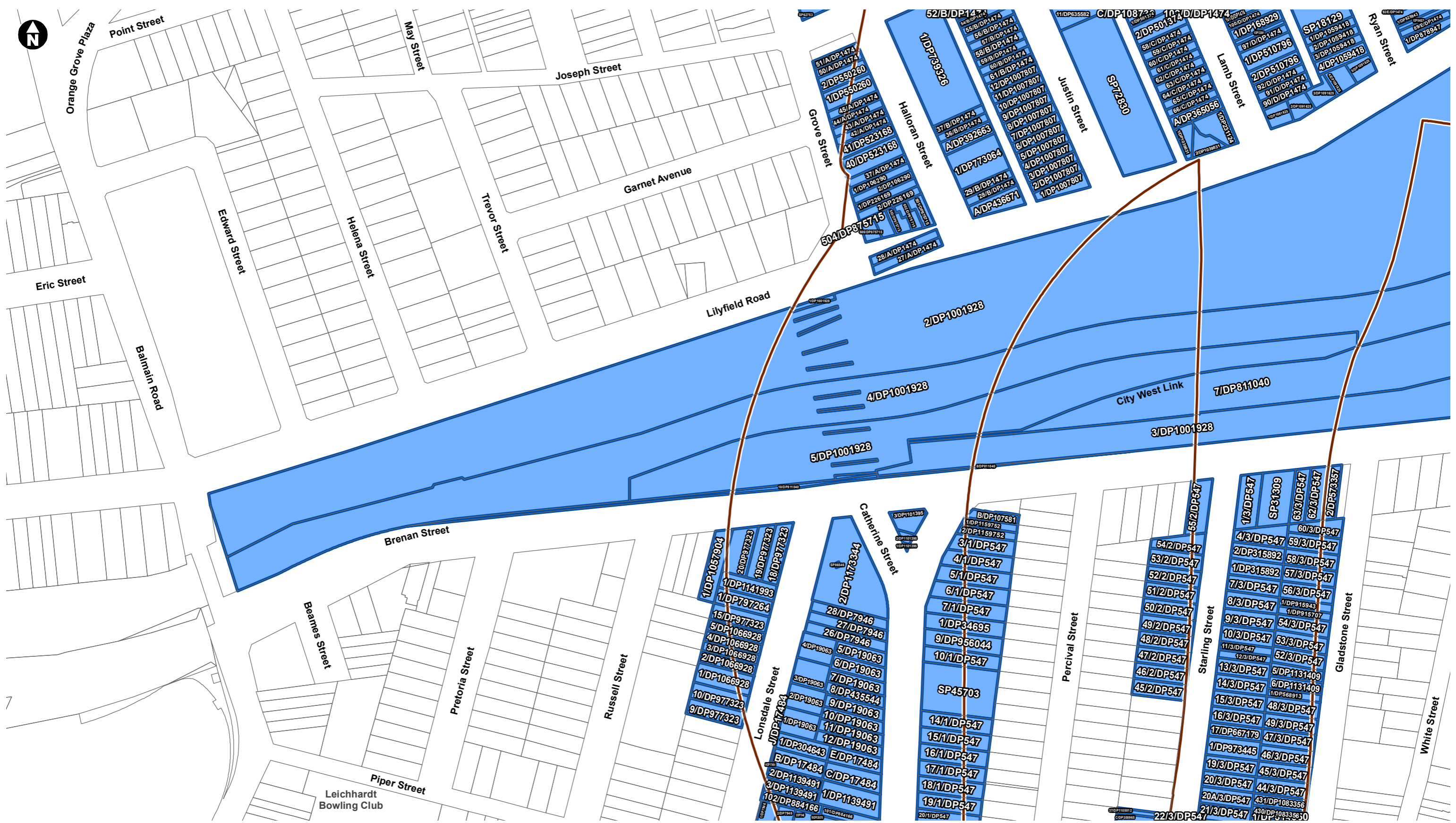
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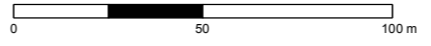
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TITLE	MAIN TUNNEL WORKS LEICHHARDT - SUBSTRATUM PROPERTY PLAN (SHEET 2 OF 2)	
PROJECT	WESTCONNEX M4-M5 LINK	
CLIENT	SYDNEY MOTORWAY CORPORATION	
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CHECK	DATE 22/05/2017	MAP # REV Project WCXM4M5460 01 60491677

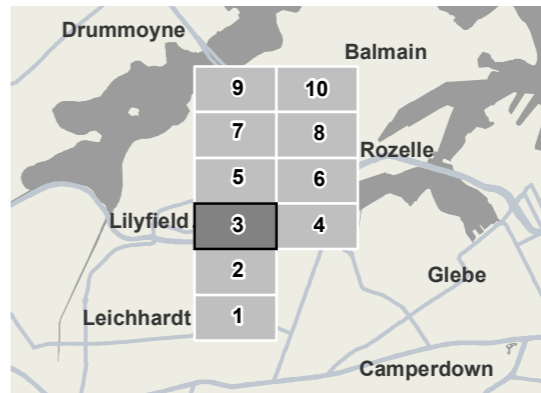
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- KEY**
- Rozelle Interchange Substratum
 - Indicative cadastre boundary
 - Rozelle Interchange Substratum Boundary



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SCALE: 1:2,000
 SHEET: Page 3 of 10
 COORDINATE SYSTEM: GDA 1994 MGA Zone 56

TITLE:
MAIN TUNNEL WORKS
LILYFIELD - SUBSTRATUM PROPERTY PLAN
 (SHEET 1 OF 3)

PROJECT:
WESTCONNEX M4-M5 LINK

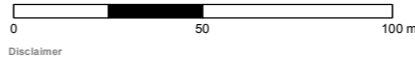
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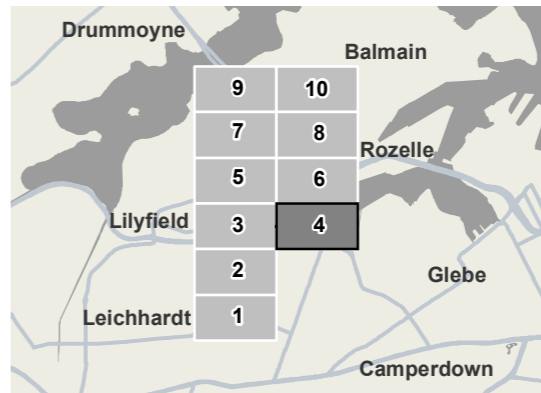
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 - Indicative cadastre boundary
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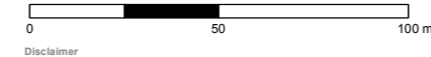


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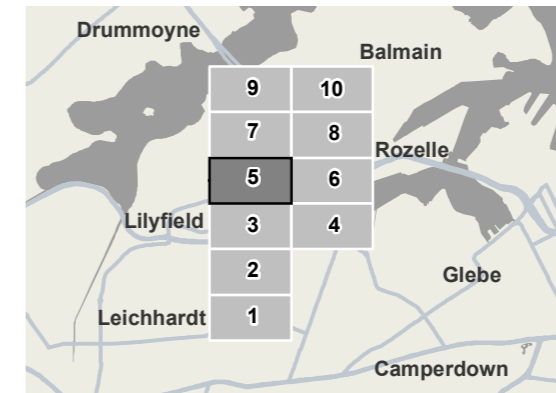
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PROJECT	WESTCONNEX M4-M5 LINK		
CLIENT	SYDNEY MOTORWAY CORPORATION		
DRAWN	SG	PROJECT # 60491677	MAP # REV Project
CHECK	DATE 22/05/2017	WCXM4M5460 01 60491677	



- KEY**
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 - Indicative cadastre boundary
 - Rozelle Interchange Substratum Boundary



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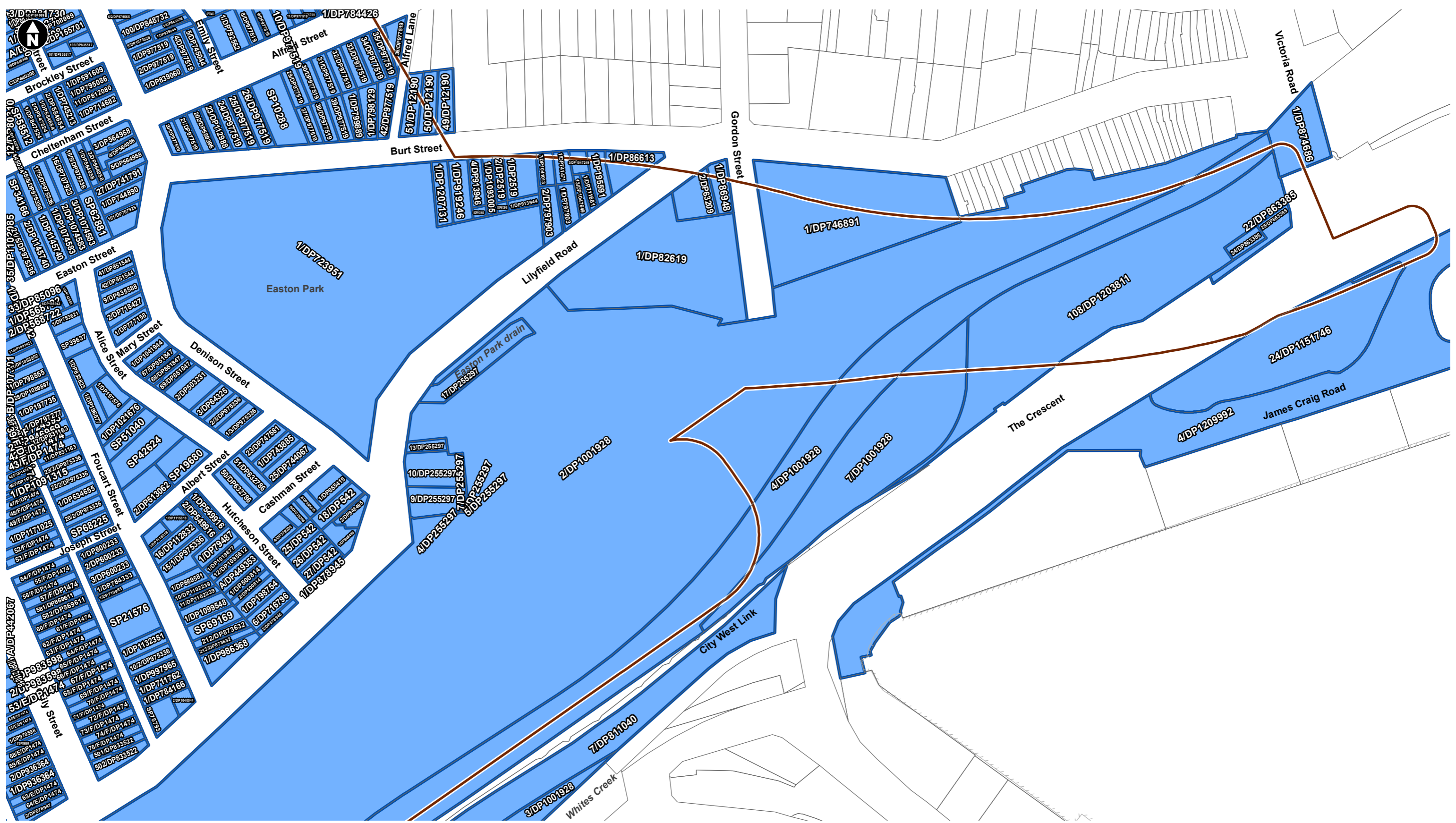


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 CLIENT: SYDNEY MOTORWAY CORPORATION
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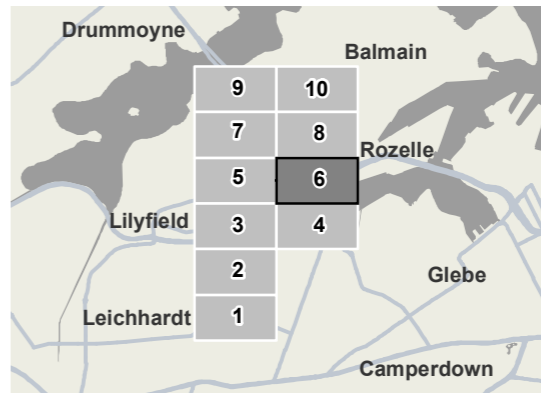
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- KEY**
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 - Rozelle Interchange Substratum Boundary
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TITLE					
MAIN TUNNEL WORKS ROZELLE - SUBSTRATUM PROPERTY PLAN (SHEET 1 OF 5)					
PROJECT					
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CLIENT					
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Supply Road

North Crescent

Kirkbride Way

South Crescent

Park Drive

Balmain Road

Fred Street

Cecily Street

Moodie Street

Park Street

Oxford Street

Cambridge Street

Darling Street

Albion Street

Denison Street

Cook Street

Foucart Street

Regent Street

Matilda Street

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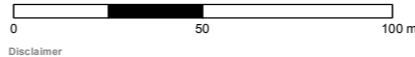
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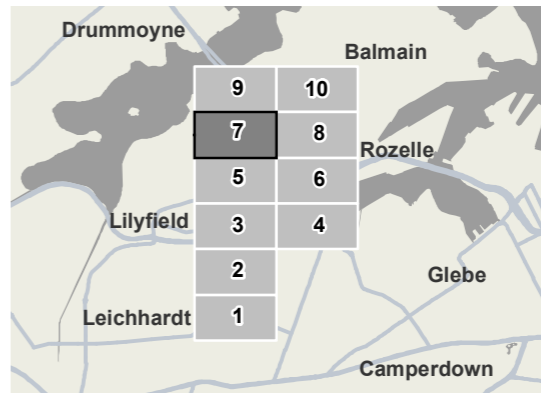
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- Rozelle Interchange Substratum
- Rozelle Interchange Substratum Boundary
- Indicative cadastre boundary



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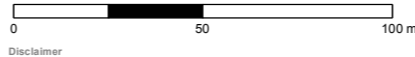
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CLIENT	SYDNEY MOTORWAY CORPORATION		
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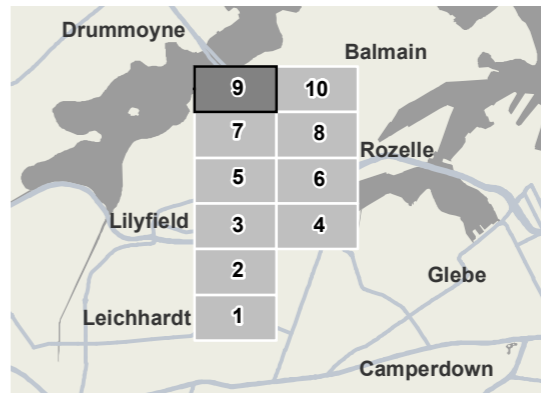
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SCALE	1:2,000		A3
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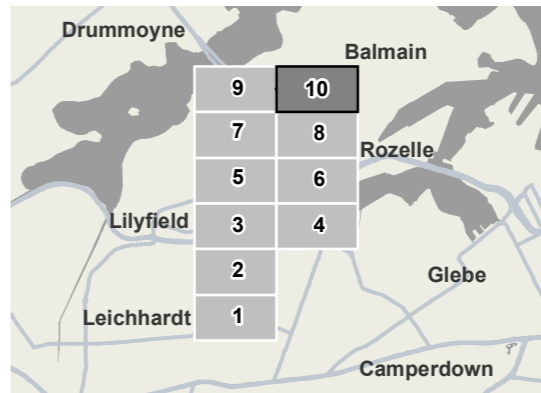
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 - Rozelle Interchange Substratum Boundary

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SCALE 1:2,000

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COORDINATE SYSTEM GDA 1994 MGA Zone 56

TITLE
MAIN TUNNEL WORKS
ROZELLE - SUBSTRATUM PROPERTY PLAN
(SHEET 5 OF 5)

PROJECT
WESTCONNEX M4-M5 LINK

CLIENT
SYDNEY MOTORWAY CORPORATION

DRAWN SG	PROJECT # 60491677	MAP #	REV Project
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Part B - Indicative Site Access Schedule (Surface Land) – Rozelle Interchange

M4-M5 Rozelle Interchange Design and Construct Request for Tender Attachment C – Site Access Information

Sydney Motorway Comprises Sydney Motorway Corporation (ACN 601 507 591) and its controlled entities

Reference Number: WMC-023

FINAL

19 September 2017

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1 Rozelle Rail Yards Site

The Rozelle Rail Yards Site is comprised of the areas defined in Appendix 1 (Rozelle Rail Yards Site Plan) of this Attachment C of the RFT. Conditions, requirements and obligations applicable to each area of this part of the Construction Site are specified in Table 1. The following descriptions apply to the details provided in Table 1:

- a) **'Site Area ID'** is the unique identifier for lots within the Construction Site which correspond to areas shown on the plan included at Appendix 1 to this Attachment C of the Request for Tender (**RFT**);
- b) **'Extent of Work'** is the type of works, either Project Works (including any Temporary Works required to complete those Project Works) or Temporary Works, that may be carried out within the area. Where no Extent of Work is shown in Table 1, the Tenderer must nominate the Extent of Work in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- c) **'Area Type'** is the categorisation of the land as either part of the Rozelle Interchange Works Site, a Local Area, or Rozelle Interchange Temporary Areas. Where no Area Type is shown in Table 1, the Tenderer must nominate the Area Type in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- d) **'Date for Access'** is the date by which the Contractor will be provided access to the area; and
- e) **'Conditions of Access'** specifies the special terms and conditions, which are additional to the terms and conditions in the D&C Deed (including the Scope of Works and Technical Criteria (**SWTC**) and Environmental Documents), with which the Contractor must comply, in respect of the access to and/or use and occupation of the land within the area. Where 'Shared Access' is specified, the Tenderer should refer to section 11 (Shared Access Definitions) of this Attachment C to the RFT for definition of the special conditions which relate to the type of shared access specified (i.e. Type 1 or 2). Where no Conditions of Access are shown in Table 1, the Tenderer may assume that Conditions of Access to the land within the area are limited to the terms and conditions specified in the D&C Deed (including the SWTC and Environmental Documents).

Table 1: Rozelle Rail Yards Site

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
40.2	24	DP1194941	Full		Rozelle Interchange Works Site	28 September 2018	
40.3	24	DP1194941	Full	Temporary Works	Rozelle Interchange Temporary Areas	28 September 2018	
41.2	13	DP1226940	Full		Rozelle Interchange Works Site	28 September 2018	
42.2	14	DP1226940	Full		Rozelle Interchange Works Site	28 September 2018	
43	7	DP1001928	Full		Rozelle Interchange Works Site	28 September 2018	Switching station is in this Site Area 43, and access is through Site Area 44. The Contractor shall not reduce Sydney Trains current 24-hour access to their easement around their switching station.
44	108	DP1203811	Full		Rozelle Interchange Works Site	28 September 2018	Site access via City West Link (east). Left in/left out only, for all vehicles. Switching station is in Site Area 43, and access is through this Site Area 44. Not to reduce Sydney Trains current 24-hour access to their easement around their switching station.
45	24	DP863385	Full		Rozelle Interchange Works Site	28 September 2018	
46	22	DP863385	Full		Rozelle Interchange Works Site	28 September 2018	
47	25	DP863385	Full		Rozelle Interchange Works Site	28 September 2018	
64	7	DP811040	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through City West Link are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
65	3	DP1001928	Partial		Rozelle Interchange Works Site	28 September 2018	
66	9	DP1001928	Full		Local Area	28 September 2018	
67	23	DP863385	Full		Local Area	28 September 2018	
68	6	DP811040	Full		Local Area	28 September 2018	
69	21	DP791554	Full		Local Area	28 September 2018	
70		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through City West Link are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.
71		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through The Crescent are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.
72		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through The Crescent are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.
183	3	DP1001928	Air Stratum - Partial		Rozelle Interchange Works Site	28 September 2018	The Contractor must implement the provisions of any Interface Agreement with Sydney Light Rail including access over light rail, possession times, and requirements for girder lift over track.

2 Lilyfield Road Site

The Lilyfield Road Site is comprised of the areas defined in Appendix 2 (Lilyfield Road Site Plan) of this Attachment C of the RFT. Conditions, requirements and obligations applicable to each area of this part of the Construction Site are specified in Table 2. The following descriptions apply to the details provided in Table 2:

- a) '**Site Area ID**' is the unique identifier for lots within the Construction Site which correspond to areas shown on the plan included at Appendix 2 to this Attachment C of the Request for Tender (**RFT**);
- b) '**Extent of Work**' is the type of works, either Project Works (including any Temporary Works required to complete those Project Works) or Temporary Works, that may be carried out within the area. Where no Extent of Work is shown in Table 2, the Tenderer must nominate the Extent of Work in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- c) '**Area Type**' is the categorisation of the land as either part of the Rozelle Interchange Works Site, a Local Area, or Rozelle Interchange Temporary Areas. Where no Area Type is shown in Table 2, the Tenderer must nominate the Area Type in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- d) '**Date for Access**' is the date by which the Contractor will be provided access to the area; and
- e) '**Conditions of Access**' specifies the special terms and conditions, which are additional to the terms and conditions in the D&C Deed (including the Scope of Works and Technical Criteria (**SWTC**) and Environmental Documents), with which the Contractor must comply, in respect of the access to and/or use and occupation of the land within the area. Where 'Shared Access' is specified, the Tenderer should refer to section 11 (Shared Access Definitions) of this Attachment C to the RFT for definition of the special conditions which relate to the type of shared access specified (i.e. Type 1 or 2). Where no Conditions of Access are shown in Table 2, the Tenderer may assume that Conditions of Access to the land within the area are limited to the terms and conditions specified in the D&C Deed (including the SWTC and Environmental Documents).

Table 2: Lilyfield Road Site

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
48	13	DP255297	Full		Rozelle Interchange Works Site	28 September 2018	
49	10	DP255297	Full		Rozelle Interchange Works Site	28 September 2018	
50	9	DP255297	Full		Rozelle Interchange Works Site	28 September 2018	
51	4	DP255297	Full		Rozelle Interchange Works Site	28 September 2018	
52	7	DP255297	Full		Rozelle Interchange Works Site	28 September 2018	
53	6	DP255297	Full		Rozelle Interchange Works Site	28 September 2018	
54	5	DP255297	Full		Rozelle Interchange Works Site	28 September 2018	
55	24	DP1194941	Full		Rozelle Interchange Works Site	28 September 2018	
56	17	DP255297	Full		Rozelle Interchange Works Site	28 September 2018	
57	24	DP1194941	Full		Rozelle Interchange Works Site	28 September 2018	
58	1	DP82619	Full		Rozelle Interchange Works Site	28 September 2018	
59	2	DP63209	Full		Rozelle Interchange Works Site	28 September 2018	
60	1	DP86948	Full		Rozelle Interchange Works Site	28 September 2018	
61		Road corridor	Partial		Rozelle Interchange Works Site	28 September 2018	

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
62	1	DP746891	Full		Rozelle Interchange Works Site	28 September 2018	
63	24	DP1194941	Full		Rozelle Interchange Works Site	28 September 2018	

3 Whites Creek Site

The Whites Creek Site is comprised of the areas defined in Appendix 3 (Whites Creek Site Plan) of this Attachment C of the RFT. Conditions, requirements and obligations applicable to each area of this part of the Construction Site are specified in Table 3. The following descriptions apply to the details provided in Table 3:

- f) **'Site Area ID'** is the unique identifier for lots within the Construction Site which correspond to areas shown on the plan included at Appendix 3 to this Attachment C of the Request for Tender (**RFT**);
- g) **'Extent of Work'** is the type of works, either Project Works (including any Temporary Works required to complete those Project Works) or Temporary Works, that may be carried out within the area. Where no Extent of Work is shown in Table 3, the Tenderer must nominate the Extent of Work in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- h) **'Area Type'** is the categorisation of the land as either part of the Rozelle Interchange Works Site, a Local Area, or Rozelle Interchange Temporary Areas. Where no Area Type is shown in Table 3, the Tenderer must nominate the Area Type in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- i) **'Date for Access'** is the date by which the Contractor will be provided access to the area; and
- j) **'Conditions of Access'** specifies the special terms and conditions, which are additional to the terms and conditions in the D&C Deed (including the Scope of Works and Technical Criteria (**SWTC**) and Environmental Documents), with which the Contractor must comply, in respect of the access to and/or use and occupation of the land within the area. Where 'Shared Access' is specified, the Tenderer should refer to section 11 (Shared Access Definitions) of this Attachment C to the RFT for definition of the special conditions which relate to the type of shared access specified (i.e. Type 1 or 2). Where no Conditions of Access are shown in Table 3, the Tenderer may assume that Conditions of Access to the land within the area are limited to the terms and conditions specified in the D&C Deed (including the SWTC and Environmental Documents).

Table 3: Whites Creek Site Land

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
73.1		Road corridor	Partial			29 October 2018	
73.2		Road corridor	Partial		Rozelle Interchange Works Site	29 October 2018	
74.1	1	DP827708	Full			29 October 2018	
74.2	1	DP827708	Full		Rozelle Interchange Works Site	29 October 2018	
75	2	DP827708	Full		Rozelle Interchange Works Site	29 October 2018	
76	3	DP827708	Full		Rozelle Interchange Works Site	29 October 2018	
77	5	DP827708	Full		Rozelle Interchange Works Site	29 October 2018	
78.1		Road corridor	Partial			29 October 2018	The Contractor must maintain 24/7 pedestrian access through Buruwan Park to the Light Rail station and Railway Parade.
78.2		Road corridor	Partial		Rozelle Interchange Works Site	29 October 2018	The Contractor must maintain 24/7 pedestrian access through Buruwan Park to the Light Rail station and Railway Parade.
79.1	31	DP1055559	Full			29 October 2018	The Contractor must implement the provisions of any Interface Agreement with Sydney Light Rail including access over light rail, possession times, and requirements for girder lift over track.
79.2	31	DP1055559	Full		Rozelle Interchange Works Site	29 October 2018	
80	10	DP261985	Full		Rozelle Interchange Works Site	29 October 2018	

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
81.1	30	DP1055559	Partial			29 October 2018	The Contractor must implement the provisions of any Interface Agreement with Sydney Light Rail including access over light rail, possession times, and requirements for girder lift over track.
81.2	30	DP1055559	Partial		Rozelle Interchange Works Site	29 October 2018	
82		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through The Crescent are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.
83		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through The Crescent are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.
84		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through The Crescent are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.
85		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through The Crescent are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.
86	20	DP791554	Full		Rozelle Interchange Works Site	28 September 2018	
87	4	DP1209992	Partial (part here and		Rozelle Interchange Works Site	28 September 2018	The Contractor must retain 24/7 pedestrian access.

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
			part in James Craig Road Site)				
88.1	23	DP1151746	Partial		Rozelle Interchange Works Site (utility easement)	25 March 2019	
88.2	23	DP1151746	Partial		Rozelle Interchange Works Site (drainage easement)	25 March 2019	
88.3	23	DP1151746	Partial			25 March 2019	
89	5	DP1209992	Partial			28 September 2018	
90	22	DP1151746	Full		Rozelle Interchange Works Site	28 September 2018	
91	21	DP1151746	Full		Rozelle Interchange Works Site	28 September 2018	
92.1	20	DP1151746	Partial		Rozelle Interchange Works Site	25 March 2019	
92.2	20	DP1151746	Partial			25 March 2019	The Contractor will not have construction access to the land providing access to the catamaran dock immediately north-east of this Site Area, for either construction or car parking purposes, at any time. This prohibition applies to the remainder of Lot 20 /DP1151746 not defined by either Site Area ID 92.1 or 92.2.
186		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through The Crescent and Johnston Street are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
187		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through The Crescent and Johnston Street are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.
188		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through The Crescent and Johnston Street are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.
189		Road corridor	Partial		Local Area	28 September 2018	The Contractor must ensure that existing traffic movements and performance through Johnston Street are maintained during Peak Period. Lane number reductions can be considered outside of Peak Period subject to analysis of daily throughput and justification in TMP.

4 Victoria Road East Site

The Victoria Road East Site is comprised of the areas defined in Appendix 4 (Victoria Road East Site Plan) of this Attachment C of the RFT. Conditions, requirements and obligations applicable to each area of this part of the Construction Site are specified in Table 4. The following descriptions apply to the details provided in Table 4:

- a) '**Site Area ID**' is the unique identifier for lots within the Construction Site which correspond to areas shown on the plan included at Appendix 4 to this Attachment C of the Request for Tender (**RFT**);
- b) '**Extent of Work**' is the type of works, either Project Works (including any Temporary Works required to complete those Project Works) or Temporary Works, that may be carried out within the area. Where no Extent of Work is shown in Table 4, the Tenderer must nominate the Extent of Work in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- c) '**Area Type**' is the categorisation of the land as either part of the Rozelle Interchange Works Site, a Local Area, or Rozelle Interchange Temporary Areas. Where no Area Type is shown in Table 4, the Tenderer must nominate the Area Type in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- d) '**Date for Access**' is the date by which the Contractor will be provided access to the area; and
- e) '**Conditions of Access**' specifies the special terms and conditions, which are additional to the terms and conditions in the D&C Deed (including the Scope of Works and Technical Criteria (**SWTC**) and Environmental Documents), with which the Contractor must comply, in respect of the access to and/or use and occupation of the land within the area. Where 'Shared Access' is specified, the Tenderer should refer to section 11 (Shared Access Definitions) of this Attachment C to the RFT for definition of the special conditions which relate to the type of shared access specified (i.e. Type 1 or 2). Where no Conditions of Access are shown in Table 4, the Tenderer may assume that Conditions of Access to the land within the area are limited to the terms and conditions specified in the D&C Deed (including the SWTC and Environmental Documents).

Table 4: Victoria Road East Site

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
95	101	DP1017367	Full		Local Area	7 December 2018	
96	18	DP861440	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
97		Road corridor	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
98		Road corridor	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
99		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Quirk Street are maintained at all times; and, • Maintain access to the premises on Quirk Street at all times.
100		Road corridor	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
101		SP85204	Full		Rozelle Interchange Works Site	7 December 2018	
102		Road corridor	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
103		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Hornsey Street are maintained at all times; and, • Maintain access to the premises on Hornsey Street at all times.
104		Road corridor	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
105	2	DP24651	Full		Rozelle Interchange Works Site	7 December 2018	

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
106	1	DP24651	Full		Rozelle Interchange Works Site	7 December 2018	
107		Road corridor	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Lilyfield Road are maintained at all times.
108		Road corridor	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
109		Road corridor	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
110	1	DP874686	Full		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
111		Road corridor	Full		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
112	11	DP1166179	Full		Rozelle Interchange Works Site	7 December 2018	
113.1	10	DP1166179	Partial		Rozelle Interchange Works Site	7 December 2018	
113.2	10	DP1166179	Partial		Rozelle Interchange Works Site (utility easement)	7 December 2018	Access is for construction within the easement. Permanent surface works are not permitted in this part of the Construction Site.
114.1	1	DP81836	Full		Rozelle Interchange Works Site	7 December 2018	
114.2	1	DP81836	Full		Rozelle Interchange Works Site (utility easement)	7 December 2018	Access is for construction within the easement. Permanent surface works are not permitted in this part of the Construction Site.
115		Road corridor	Partial		Rozelle Interchange Works Site	7 December 2018	
116.1	10	DP1166179	Partial		Rozelle Interchange Works Site	7 December 2018	

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
116.2	10	DP1166179	Partial		Rozelle Interchange Works Site (utility easement)	7 December 2018	Access is for construction within the easement. Permanent surface works are not permitted in this part of the Construction Site.
117	3	DP1017268	Full		Local Area	7 December 2018	
118.1	10	DP1170710	Partial		Rozelle Interchange Works Site	7 December 2018	
118.2	10	DP1170710	Partial			7 December 2018	
118.3	10	DP1170710	Partial		Rozelle Interchange Works Site (utility easement)	7 December 2018	Access is for construction within the easement. Permanent surface works are not permitted in this part of the Construction Site.
119	4	DP1017268	Full		Rozelle Interchange Works Site	7 December 2018	
120	5	DP1017268	Full		Rozelle Interchange Works Site	7 December 2018	
121	10	DP791554	Full		Rozelle Interchange Works Site	7 December 2018	
122	6	DP1017268	Full		Rozelle Interchange Works Site	7 December 2018	
123	38	DP791554	Full		Rozelle Interchange Works Site	7 December 2018	
124		Road corridor	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
184	1	DP533342	Full		Rozelle Interchange Works Site	7 December 2018	

5 James Craig Road Site

The James Craig Road Site is comprised of the areas defined in Appendix 5 (James Craig Road Site Plan) of this Attachment C of the RFT. Conditions, requirements and obligations applicable to each area of this part of the Construction Site are specified in Table 5. The following descriptions apply to the details provided in Table 5:

- a) '**Site Area ID**' is the unique identifier for lots within the Construction Site which correspond to areas shown on the plan included at Appendix 5 to this Attachment C of the Request for Tender (**RFT**);
- b) '**Extent of Work**' is the type of works, either Project Works (including any Temporary Works required to complete those Project Works) or Temporary Works, that may be carried out within the area. Where no Extent of Work is shown in Table 5, the Tenderer must nominate the Extent of Work in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- c) '**Area Type**' is the categorisation of the land as either part of the Rozelle Interchange Works Site, a Local Area, or Rozelle Interchange Temporary Areas. Where no Area Type is shown in Table 5, the Tenderer must nominate the Area Type in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- d) '**Date for Access**' is the date by which the Contractor will be provided access to the area; and
- e) '**Conditions of Access**' specifies the special terms and conditions, which are additional to the terms and conditions in the D&C Deed (including the Scope of Works and Technical Criteria (**SWTC**) and Environmental Documents), with which the Contractor must comply, in respect of the access to and/or use and occupation of the land within the area. Where 'Shared Access' is specified, the Tenderer should refer to section 11 (Shared Access Definitions) of this Attachment C to the RFT for definition of the special conditions which relate to the type of shared access specified (i.e. Type 1 or 2). Where no Conditions of Access are shown in Table 5, the Tenderer may assume that Conditions of Access to the land within the area are limited to the terms and conditions specified in the D&C Deed (including the SWTC and Environmental Documents).

Table 5: James Craig Road Site

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
93.1	24	DP1151746	Partial		Rozelle Interchange Works Site	7 December 2018	The Contractor must maintain access to the RMS towing operation adjacent to this area at all times.
94	4	DP1209992	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through James Craig Road are maintained at all times; • Maintain access to the RMS towing operation adjacent to this area at all times; and, • Maintain access to the other premises on James Craig Road at all times.

6 Iron Cove Link Site

The Iron Cove Link Site is comprised of the areas defined in Appendix 6 (Iron Cove Link Site Plan) of this Attachment C of the RFT. Conditions, requirements and obligations applicable to each area of this part of the Construction Site are specified in Table 6. The following descriptions apply to the details provided in Table 6:

- a) **'Site Area ID'** is the unique identifier for lots within the Construction Site which correspond to areas shown on the plan included at Appendix 6 to this Attachment C of the Request for Tender (**RFT**);
- b) **'Extent of Work'** is the type of works, either Project Works (including any Temporary Works required to complete those Project Works) or Temporary Works, that may be carried out within the area. Where no Extent of Work is shown in Table 6, the Tenderer must nominate the Extent of Work in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- c) **'Area Type'** is the categorisation of the land as either part of the Rozelle Interchange Works Site, a Local Area, or Rozelle Interchange Temporary Areas. Where no Area Type is shown in Table 6, the Tenderer must nominate the Area Type in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- d) **'Date for Access'** is the date by which the Contractor will be provided access to the area; and
- e) **'Conditions of Access'** specifies the special terms and conditions, which are in addition to the terms and conditions in the D&C Deed (including the Scope of Works and Technical Criteria (**SWTC**) and Environmental Documents), with which the Contractor must comply, in respect of the access to and/or use and occupation of the land within the area. Where 'Shared Access' is specified, the Tenderer should refer to section 11 (Shared Access Definitions) of this Attachment C to the RFT for definition of the special conditions which relate to the type of shared access specified (i.e. Type 1 or 2). Where no Conditions of Access are shown in Table 6, the Tenderer may assume that Conditions of Access to the land within the area are limited to the terms and conditions specified in the D&C Deed (including the SWTC and Environmental Documents).

Table 6: Iron Cove Link Site

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
125		Road corridor	Partial		Local Area	7 December 2018	The Contractor must ensure that existing traffic movements and performance through Victoria Road are maintained at all times.
126		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
127		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
128		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
129		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
130		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
131		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
132		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
133		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
134		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
135		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
136		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
137		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
138		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
139		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
140		Road corridor	Partial		Local Area	7 December 2018	The Contractor must: <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Victoria Road are maintained at all times; and, • Maintain access to the premises on Victoria Road at all times.
141.1	661	DP729277	Partial		Rozelle Interchange Temporary Areas	7 December 2018	The Contractor must retain 24/7 pedestrian access to the path under the road bridge.
141.2	661	DP729277	Partial		Rozelle Interchange Works Site	7 December 2018	
142		Road corridor	Partial		Rozelle Interchange Works Site	7 December 2018	
143		Road corridor	Partial		Rozelle Interchange Works Site	7 December 2018	The Contractor must maintain 24/7 access to Byrnes Street and Elizabeth Street, to allow access to the rear of the premises at 4 Byrnes Street.

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
144	1	DP76926	Full		Rozelle Interchange Works Site	7 December 2018	
145.1		SP58819	Full		Rozelle Interchange Works Site	7 December 2018	
145.2		SP58819	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
146.1	1	DP69104	Full		Rozelle Interchange Works Site	7 December 2018	
146.2	1	DP69104	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
147.1	A	DP953067	Full		Rozelle Interchange Works Site	7 December 2018	
147.2	A	DP953067	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
148.1	1	DP202468	Full		Rozelle Interchange Works Site	7 December 2018	
148.2	1	DP202468	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
149.1	2	DP202468	Full		Rozelle Interchange Works Site	7 December 2018	
149.2	2	DP202468	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
150.1	2	DP666618	Full		Rozelle Interchange Works Site	7 December 2018	
150.2	2	DP666618	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
151		Road corridor	Partial		Rozelle Interchange Works Site	7 December 2018	The Contractor must maintain 24/7 access from Manning Street to all properties on Clubb Street not being acquired.

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
152.1	A	DP440466	Full		Rozelle Interchange Works Site	7 December 2018	
152.2	A	DP440466	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
153	20	DP1011	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
154.1	B	DP440466	Full		Rozelle Interchange Works Site	7 December 2018	
154.2	B	DP440466	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
155.1	1	DP3724	Full		Rozelle Interchange Works Site	7 December 2018	
155.2	1	DP3724	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
156.1	1	DP230611	Full		Rozelle Interchange Works Site	7 December 2018	
156.2	1	DP230611	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
157.1	2	DP230611	Full		Rozelle Interchange Works Site	7 December 2018	
157.2	2	DP230611	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
158.1	3	DP3724	Full		Rozelle Interchange Works Site	7 December 2018	
158.2	3	DP3724	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
159.1	4	DP3724	Full		Rozelle Interchange Works Site	7 December 2018	

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
159.2	4	DP3724	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
160.1	5	DP3724	Full		Rozelle Interchange Works Site	7 December 2018	
160.2	5	DP3724	Full	Temporary Works	Rozelle Interchange Temporary Areas	7 December 2018	
161		Road corridor	Partial		Rozelle Interchange Works Site	7 December 2018	
162		Road corridor	Partial		Rozelle Interchange Works Site	7 December 2018	The Contractor must maintain 24/7 access from Manning Street to all properties on Toelle Street.
163		Road corridor	Partial		Rozelle Interchange Works Site	7 December 2018	The Contractor must maintain 24/7 access from Manning Street to all properties on Toelle Street.
164	1	DP542898	Full		Rozelle Interchange Works Site	7 December 2018	
165	2	DP542898	Full		Rozelle Interchange Works Site	7 December 2018	
166	8	DP959	Full		Rozelle Interchange Works Site	7 December 2018	
167	9	DP959	Full		Rozelle Interchange Works Site	7 December 2018	
168	10	DP959	Full		Rozelle Interchange Works Site	7 December 2018	
169	48	DP815	Full		Rozelle Interchange Works Site	7 December 2018	
170	47	DP815	Full		Rozelle Interchange Works Site	7 December 2018	
171	46	DP815	Full		Rozelle Interchange Works Site	7 December 2018	

Site Area ID	Lot No	DP	Partial or Full Acquisition	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Date for Access	Conditions of Access
172		Road corridor	Partial		Rozelle Interchange Works Site	7 December 2018	
173	1	DP960705	Full		Rozelle Interchange Works Site	7 December 2018	
174	1	DP1100072	Full		Rozelle Interchange Works Site	7 December 2018	
175	29	DP815	Full		Rozelle Interchange Works Site	7 December 2018	
176	1	DP511900	Full		Rozelle Interchange Works Site	7 December 2018	
177	1	DP918294	Full		Rozelle Interchange Works Site	7 December 2018	
185		Road corridor	Partial		Rozelle Interchange Temporary Areas	7 December 2018	<p>The Contractor must:</p> <ul style="list-style-type: none"> • Ensure that existing traffic movements and performance through Moodie Street are maintained at all times; and, • Maintain access to the premises on both sides of Moodie Street at all times.

7 St Peters Interchange Site

The St Peters Interchange site is comprised of the areas defined in Appendix 7 (St Peters Interchange Site Plan) of this Attachment C of the RFT. Conditions, requirements and obligations applicable to each area of this part of the Construction Site are specified in Table 7. The following descriptions apply to the details provided in Table 7:

- a) **'Site Area ID'** is the unique identifier for lots or areas within the Construction Site which correspond to areas shown on the plan included at Appendix 7 to this Attachment C of the Request for Tender (**RFT**);
- b) **'Extent of Work'** is the type of work, either Project Works (including any Temporary Works required to complete those Project Works) or Temporary Works, that may be carried out within the area. Where no Extent of Work is shown in Table 7, the Tenderer must nominate the Extent of Work in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- c) **'Area Type'** is the categorisation of the land as either part of the Rozelle Interchange Works Site, Rozelle Interchange Temporary Areas or a Local Area. Where no Area Type is shown in Table 7, the Tenderer must nominate the Area Type in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- d) **'Date for Access'** is the date by which the Contractor will be provided access to the area;
- e) **'Conditions of Access'** specifies the special terms and conditions, which are additional to the terms and conditions in the D&C Deed (including the Scope of Works and Technical Criteria (**SWTC**) and Environmental Documents), with which the Contractor must comply, in respect of the access to and/or use and occupation of the land within the area. Where 'Shared Access' is specified, the Tenderer should refer to section 11 (Shared Access Definitions) of this Attachment C to the RFT for definition of the special conditions which relate to the type of shared access specified (i.e. Type 1 or 2). Where no Conditions of Access are shown in Table 7, the Tenderer may assume that Conditions of Access to the land within the area are limited to the terms and conditions specified in the D&C Deed (including the SWTC and Environmental Documents); and
- f) **'Integration Site Type'** identifies whether the site is a M4 Integration Site, M5 Integration Site or a Stage 3 Integration Site.

Table 7: St Peters Interchange Site

Site Area ID	General Description	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Integration Site Type	Date for Access	Conditions of Access
190	WMCC – Access road	Temporary Works	Rozelle Interchange Temporary Areas	M5 Integration Site	2 January 2023	<ul style="list-style-type: none"> Access conditions are in accordance with the terms and conditions for Shared Access (Type 2) as defined in section 11 (Shared Access Definitions) of this Attachment C of the RFT. The Contractor must not adversely impact the performance or durability of Motorway assets on the site, in accordance with section 4.3 (Effects of the Project Works, Temporary Works and O&M Work) of the SWTC. Access to this Rozelle Interchange Temporary Areas expires on the Date of Opening Completion.
191	WMCC – Control room	Project Works	Rozelle Interchange Works Site	M5 Integration Site	2 January 2023	<ul style="list-style-type: none"> Access conditions are in accordance with the terms and conditions for Shared Access (Type 2) as defined in section 11 (Shared Access Definitions) of this Attachment C of the RFT. The Contractor must not adversely impact the performance or durability of Motorway assets on the site, in accordance with section 4.3 (Effects of the Project Works, Temporary Works and O&M Work) of the SWTC. Access to this Rozelle Interchange Works Site expires on the Date of Opening Completion.

8 Homebush Bay Drive Site

The Homebush Bay Drive site is comprised of the areas defined in Appendix 8 (Homebush Bay Drive Site Plan) of this Attachment C of the Request for Tender (RFT). Conditions, requirements and obligations applicable to each area of this part of the Construction Site are specified in Table 8. The following descriptions apply to the details provided in Table 8:

- a) **'Site Area ID'** is the unique identifier for areas within the Construction Site which correspond to areas shown on the plan included at Appendix 8 to this Attachment C of the RFT;
- b) **'Extent of Work'** is the type of work, either Project Works (including any Temporary Works required to complete those Project Works) or Temporary Works, that may be carried out within the area. Where no Extent of Work is shown in Table 8, the Tenderer must nominate the Extent of Work in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- c) **'Area Type'** is the categorisation of the land as either part of the Rozelle Interchange Works Site, Rozelle Interchange Temporary Areas or a Local Area. Where no Area Type is shown in Table 8, the Tenderer must nominate the Area Type in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- d) **'Date for Access'** is the date by which the Contractor will be provided access to the area;
- e) **'Conditions of Access'** specifies the special terms and conditions, which are additional to the terms and conditions in the D&C Deed (including the Scope of Works and Technical Criteria (SWTC) and Environmental Documents), with which the Contractor must comply, in respect of the access to and/or use and occupation of the land within the area. Where 'Shared Access' is specified, the Tenderer should refer to section 11 (Shared Access Definitions) of this Attachment C to the RFT for definition of the special conditions which relate to the type of shared access specified (i.e. Type 1 or 2). Where no Conditions of Access are shown in Table 8, the Tenderer may assume that Conditions of Access to the land within the area are limited to the terms and conditions specified in the D&C Deed (including the SWTC and Environmental Documents); and
- f) **'Integration Site Type'** identifies whether the site is a M4 Integration Site, M5 Integration Site or a Stage 3 Integration Site.

Table 8: Homebush Bay Drive Site

Site Area ID	General Description	Extent of Work (Project Works/ Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Integration Site Type	Date for Access	Conditions of Access
192	WDRS – Access road	Temporary Works	Rozelle Interchange Temporary Areas	M4 Integration Site	8 January 2024	<ul style="list-style-type: none"> • Access conditions are in accordance with the terms and conditions for Shared Access (Type 2) as defined in section 11 (Shared Access Definitions) of this Attachment C of the RFT. • The Contractor must not adversely impact the performance or durability of Motorway assets on the site, in accordance with section 4.3 (Effects of the Project Works, Temporary Works and O&M Work) of the SWTC. • Access expires on the date which is 6 weeks after the Date of Opening Completion (in accordance with section 2.2 (WestConnex Motorway Disaster Recovery Site) of Appendix B.32 (WMCC and WDRS Facility and Transition Requirements) of the SWTC)
193	WDRS – Parking area	Temporary Works	Rozelle Interchange Temporary Areas	M4 Integration Site	8 January 2024	<ul style="list-style-type: none"> • Access conditions are in accordance with the terms and conditions for Shared Access (Type 2) as defined in section 11 (Shared Access Definitions) of this Attachment C of the RFT. • The Contractor must not adversely impact the performance or durability of Motorway assets on the site, in accordance with section 4.3 (Effects of the Project Works, Temporary Works and O&M Work) of the SWTC. • Access expires on the date which is 6 weeks after the Date of Opening Completion (in accordance with section 2.2 (WestConnex Motorway Disaster Recovery Site) of Appendix B.32 (WMCC and WDRS Facility and Transition Requirements) of the SWTC).

Site Area ID	General Description	Extent of Work (Project Works/ Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Integration Site Type	Date for Access	Conditions of Access
194	WDRS – Control room	Project Works	Rozelle Interchange Works Site	M4 Integration Site	8 January 2024	<ul style="list-style-type: none"> Access conditions are in accordance with the terms and conditions for Shared Access (Type 2) as defined in section 11 (Shared Access Definitions) of this Attachment C of the RFT. The Contractor must not adversely impact the performance or durability of Motorway assets on the site, in accordance with section 4.3 (Effects of the Project Works, Temporary Works and O&M Work) of the SWTC. Access expires on the date which is 6 weeks after the Date of Opening Completion (in accordance with section 2.2 (WestConnex Motorway Disaster Recovery Site) of Appendix B.32 (WMCC and WDRS Facility and Transition Requirements) of the SWTC).

9 Main Tunnel Stubs Substratum Site

The Main Tunnel Stubs Substratum Site is comprised of the areas defined in Appendix 9 (Main Tunnel Stubs Substratum Drawings) of this Attachment C of the RFT. Conditions, requirements and obligations applicable to each area of this part of the Construction Site are specified in Table 9. The following descriptions apply to the details provided in Table 9:

- a) **'Site Area ID'** is the unique identifier for areas within the Construction Site which correspond to areas shown on the plan included at Appendix 9 to this Attachment C of the RFT;
- b) **'Extent of Work'** is the type of works, either Project Works (including any Temporary Works required to complete those Project Works) or Temporary Works, that may be carried out within the area. Where no Extent of Work is shown in Table 9, the Tenderer must nominate the Extent of Work in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- c) **'Area Type'** is the categorisation of the land as either part of the Rozelle Interchange Works Site, Local Area, or Rozelle Interchange Temporary Areas. Where no Area Type is shown in Table 9, the Tenderer must nominate the Area Type in its response to section 4.18 (Volume 2Q: Construction Site and Access Requirements) of Appendix 2 (Tender Returnables) of the RFT;
- d) **'Stage 3 Integration Site'** identifies whether the site is a Stage 3 Integration Site, and whether it is part of the M4-M5 Integration Site;
- e) **'Date for Access'** is the date by which the Contractor will be provided access to the area;
- f) **'Conditions of Access'** specifies the special terms and conditions, which are additional to the terms and conditions in the D&C Deed (including the SWTC and Environmental Documents), with which the Contractor must comply, in respect of the access to and/or use and occupation of the land within the area. Where 'Shared Access' is specified, the Tenderer should refer to section 9 (Shared Access Definitions) of this Attachment C to the RFT for definition of the special conditions which relate to the type of shared access specified (i.e. Type 1 or 2). Where no Conditions of Access are shown in Table 9, the Tenderer may assume that Conditions of Access to the land within the area are limited to the terms and conditions specified in the D&C Deed (including the SWTC and Environmental Documents); and
- g) **'Integration Site Type'** identifies whether the site is a M4 Integration Site, M5 Integration Site or a Stage 3 Integration Site.

Table 9: Main Tunnel Stubs Substratum

Site Area ID		General Description	Extent of Work (Project Works /Temporary Works)	Area Type (Rozelle Interchange Works Site/Local Area/Rozelle Interchange Temporary Areas)	Integration Site Type	Date for Access	Conditions of Access
A		Main Tunnel Stubs - East	Project Work	Rozelle Interchange Works Site	Stage 3 Integration Site	1 August 2021	<ul style="list-style-type: none"> The Contractor must not adversely impact the performance or durability of Motorway assets on the site, in accordance with section 4.3 (Effects of the Project Works, Temporary Works and O&M Work) of the SWTC.
B		Main Tunnel Stubs - West	Project Work	Rozelle Interchange Works Site	Stage 3 Integration Site	1 August 2021	<ul style="list-style-type: none"> The Contractor must not adversely impact the performance or durability of Motorway assets on the site, in accordance with section 4.3 (Effects of the Project Works, Temporary Works and O&M Work) of the SWTC.

10 Additional Tunnel Substratum Site

Additional tunnel substratum site is comprised of all substratum required for the Project Works and Temporary Works which is additional to the Main Tunnel Stubs Substratum described in section 9 of this Attachment C of the Request for Tender.

Additional tunnel substratum site is to be developed by the Tenderer, based on its Tender solution, in accordance with the following principles:

- a) the additional tunnel substratum will be an underground stratum lot limited in height, width and depth;
- b) the additional tunnel substratum will typically be rectangular in shape when viewed in cross-section, with a variable envelope depending on construction requirements;
- c) subject to paragraphs (d) and (e) below, the height, width and depth of the additional tunnel stratum referred to in paragraph (a) will be determined by reference to the Project Works and Temporary Works as described in the Tender;
- d) the additional tunnel substratum must be at least 5 m below the surface level of the land, except where underground structures must make contact with the surface of the land (such as dive structures, cut and cover structures on the Rozelle Rail Yards Site and the Iron Cove Link Site, and ventilation tunnels);
- e) subject to paragraph (d) above, the additional tunnel substratum must include the following clearance and allowance areas:
 - (i) 10 m clearance (when viewed in plan) from the external sides of the tunnels;
 - (ii) 10 m clearance above tunnel crown and 15 m clearance above cavern crown;
 - (iii) 10 m clearance around service adits, maintenance bays, tunnel connections to shafts, and the like;
 - (iv) 20 m clearance for ground anchors when measured from the wall of excavation pits or relevant earth retaining structures; and
 - (v) 10 m clearance from the outer edge of any structure or item requiring clearance that is not referred to in paragraphs (i) to (iv).
- f) the additional tunnel substratum must:
 - (i) align with and allow for connection of the Rozelle Interchange Works to the Main Tunnel Works; and
 - (ii) accommodate the safeguarding for the future connection (by others) of the Western Harbour Tunnel.
- g) the additional tunnel substratum must not extend above ground and must not include areas that are excessive to the Tenderer's reasonable requirements for the performance of the Contractors Activities;
- h) the additional tunnel substratum must not encroach on or otherwise inhibit the use or occupation of the tunnel substratum for the Main Tunnel Motorway; and

- i) the additional tunnel substratum must be subdivided into areas, defined by chainage along the tunnel length, for which access is intended to be provided on a rolling month-by-month basis. As a guide, RMS can generally acquire subsurface stratum in bundles of up to 100 properties, or up to 500m in chainage for larger properties, per month provided that the information listed in section 4.7.1 (Construction Site) of the RFT is provided at least 12 months in advance.

Conditions, requirements and obligations applicable to Construction Site which is additional tunnel substratum site are specified in Table 10. The following descriptions apply to the details provided in Table 10:

- a) **'Date for Access'** is the date by which the Contractor will be provided access to the area; and
- b) **'Conditions of Access'** specifies the special terms and conditions, which are additional to the terms and conditions in the D&C Deed (including the SWTC and Environmental Documents), with which the Contractor must comply, in respect of the access to and/or use and occupation of the land within the area. Where no Conditions of Access are shown in Table 10, the Tenderer may assume that Conditions of Access to the land within the area are limited to the terms and conditions specified in the D&C Deed (including the SWTC and Environmental Documents).

Table 10: Additional Tunnel Substratum

Site Area ID	Date for Access	Conditions of Access
C	Date for Access of the first area of tunnel substratum (defined by chainage along the tunnel length as per section i) above, will be 12 months from the date of execution of the D&C Deed. Dates for Access for subsequent areas of tunnel substratum will be on a rolling month-by-month basis, subject to the Contractor providing all required information for each subsequent area of tunnel substratum, as per section 4.7.1 (Construction Site) of the RFT at least 12 months prior to the required Date for Access of that area of substratum.	

11 Shared Access Definitions

Table 11 specifies the terms and conditions which apply to the different types of Shared Access where identified in this Attachment C of the RFT.

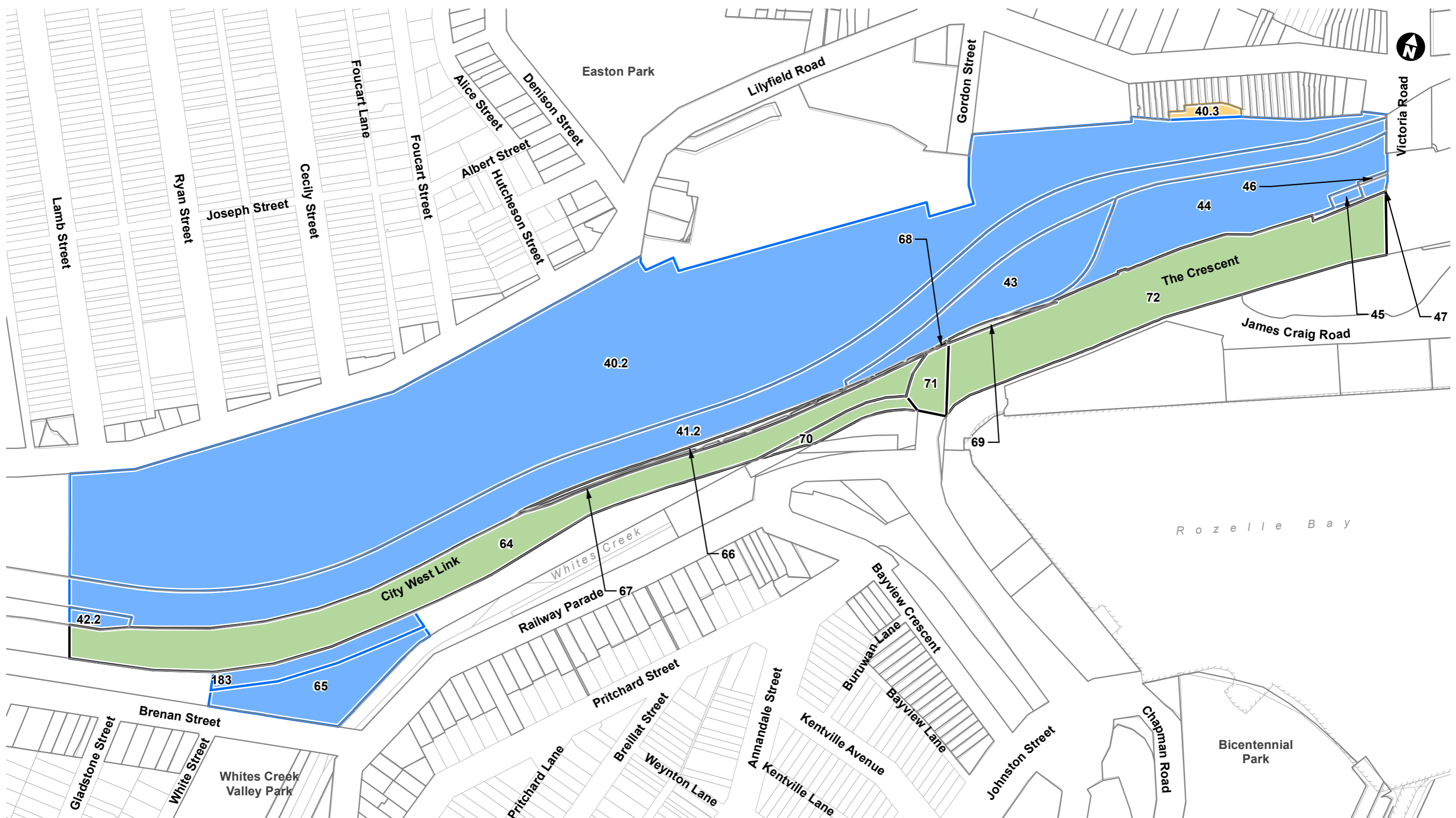
References in this section to the 'WestConnex O&M Contractor' are to the WestConnex O&M Contractor relevant to the particular provision concerned.

Table 11: Shared Access Definitions

Description of Condition of Access	Conditions of Access
Shared Access (Type 1)	<p>1) This area of the Construction Site is controlled by the Contractor.</p> <p>2) The Contractor must implement and maintain all reasonable provisions requested by the M4-M5 Link Project Trustee (or its Related Parties as defined in the M4-M5 Project Deed), including the WestConnex O&M Contractor, to provide an emergency access and egress route through the Construction Site, from adjacent areas of the M4-M5 Motorway to a safe place. The access and egress route functionality must be preserved by the Contractor at all times and must be available for use in the event of an incident or emergency within the M4-M5 Motorway.</p> <p>The Contractor must grant the M4-M5 Project Trustee (or its Related Parties as defined in the M4-M5 Project Deed), including the WestConnex O&M Contractor, with access to the Construction Site for the purpose of inspecting the safety provisions implemented by the Contractor and satisfying itself that the safety provisions are satisfactory. The Contractor must rectify the emergency access and egress route provisions as requested by the M4-M5 Project Trustee (or its Related Parties as defined in the M4-M5 Project Deed), including the WestConnex O&M Contractor, subject to the request being reasonable and directly related to the safety of the access and egress route.</p> <p>3) The Contractor must provide, within the following time periods after being notified, the M4-M5 Project Trustee (or its Related Parties as defined in the M4-M5 Project Deed), including the WestConnex O&M Contractor, with access to the Construction Site:</p> <ul style="list-style-type: none"> • immediately - when the purpose of access is to rectify defects to M4-M5 Motorway assets, as the case applies, which are critical to the safe and efficient operation of the M4-M5 Motorway (as determined by the M4-M5 Project Trustee or their nominated Related Parties); • within 48 hrs - when the purpose of access is to rectify defects to the M4-M5 Motorway assets, as the case applies, which are not critical to the safe and efficient operation of the M4-M5 Motorway (as determined by the M4-M5 Project Trustee or their nominated Related Parties); and • within 20 Business Days - when the purpose of access is to undertake planned maintenance (including routine maintenance) of the M4-M5 Motorway assets.

Description of Condition of Access	Conditions of Access
	<p>4) When accessing the Construction Site, the M4-M5 Project Trustee (or its Related Parties as defined in the M4-M5 Project Deed) will be required to comply with all reasonable safety and security procedures required by the Contractor in its management of the Construction Site, including the provision of relevant details of the nature and extent of works which are to be undertaken within the Construction Site.</p>
Shared Access (Type 2)	<p>1) This area of the Construction Site is controlled by the WestConnex O&M Contractor.</p> <p>2) The Contractor may access and use the Construction Site, subject to providing the M4-M5 Project Trustee and/or its nominated party, including the WestConnex O&M Contractor, with:</p> <ul style="list-style-type: none"> • sufficient notice in accordance with the requirements of the M4-M5 Project Trustee; and • comprehensive details of the nature, extent, duration and other relevant details associated with the Contractors access and use of the site, as requested by and to the satisfaction of the M4-M5 Project Trustee. <p>3) The Contractor must comply with the requirements, procedures and protocols of the M4-M5 Project Trustee, including the WestConnex O&M Contractor, throughout the duration of its access or use of that area of the Construction Site.</p>

Appendix 1 Rozelle Rail Yards Site Plan



KEY

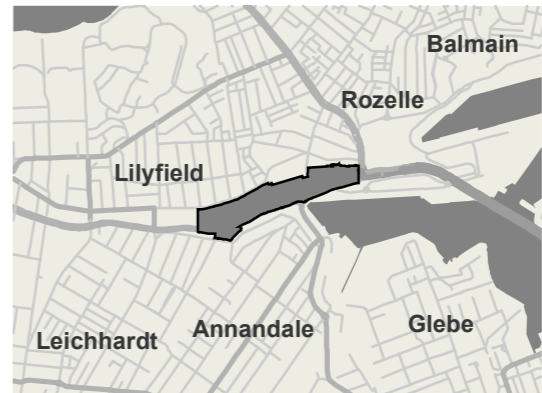
- Rozelle Interchange Works Site
- Rozelle Interchange Temporary Areas
- Local Area
- Indicative cadastre boundary
- Indicative waterway boundary

NOTE

- Drawing must be read in conjunction with Attachment C of the RFT - Site Access Information.
- The tenderer is permitted to nominate its proposed Area Type (ie. Rozelle Interchange Works Site, Local Area or Rozelle Interchange Temporary Areas) for those areas shown as Construction Site.
- Indicative cadastre boundaries are based on the NSW Digital Cadastral Database (DCDB) dated May 2017 and are to be validated by detailed survey.

KEY

- 29.1 (1) ← Shared Access Type
- Site Area ID



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SCALE: 1:2,500
 SHEET: Page 1 of 8
 COORDINATE SYSTEM: GDA 1994 MGA Zone 56

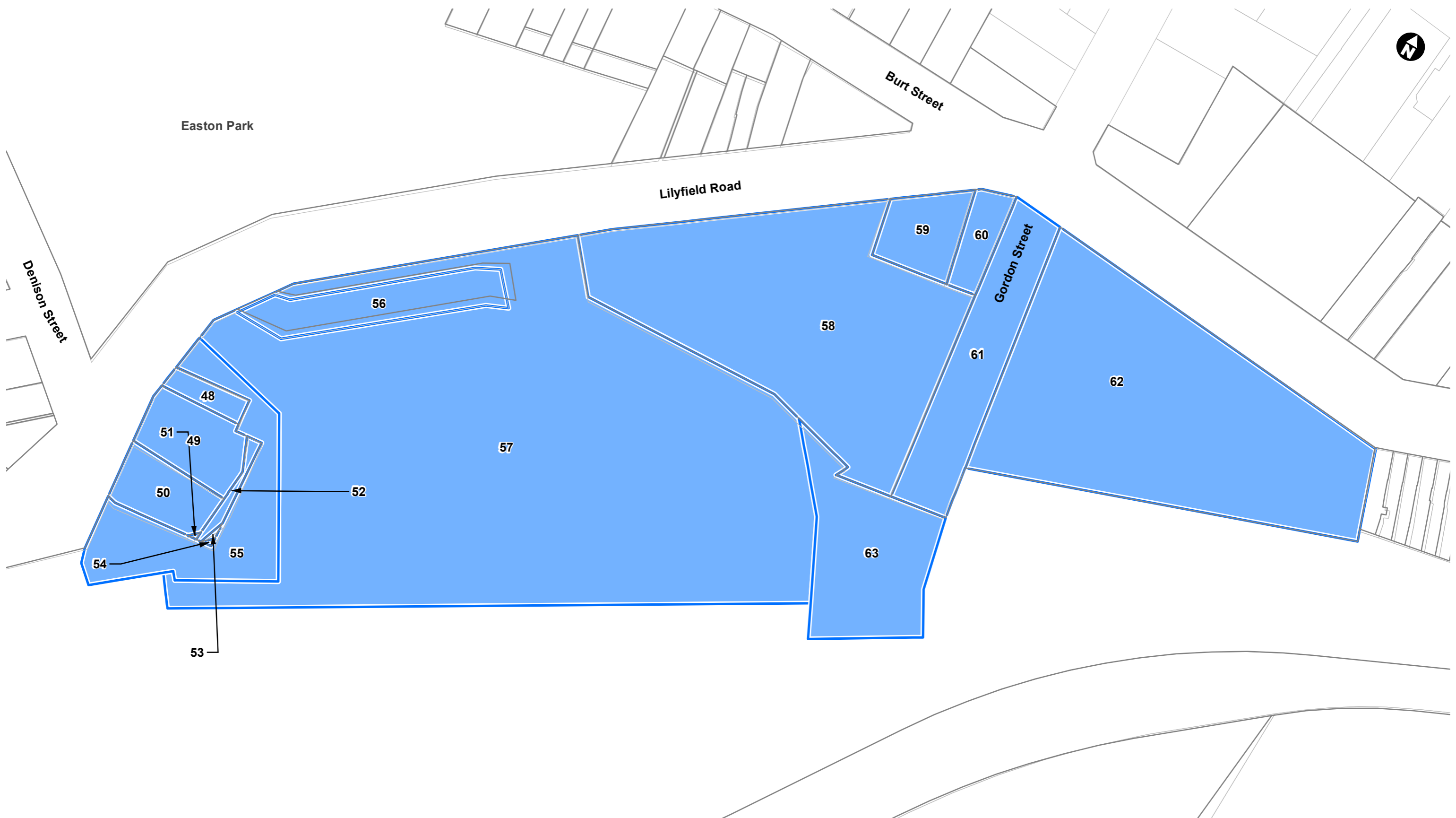
**ROZELLE INTERCHANGE
 ROZELLE RAIL YARDS SITE PLAN**

PROJECT: WESTCONNEX M4-M5 LINK
 CLIENT: SYDNEY MOTORWAY CORPORATION

DRAWN: SG	PROJECT #: 60491677	MAP #:	REV:
CHECK:	DATE: 7/09/2017	Project: WCXM4M5470 07 60491677	

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Appendix 2 Lilyfield Road Site Plan



KEY

Rozelle Interchange Works Site

Indicative cadastre boundary

NOTE

1. Drawing must be read in conjunction with Attachment C of the RFT - Site Access Information.
2. The tenderer is permitted to nominate its proposed Area Type (ie. Rozelle Interchange Works Site, Local Area or Rozelle Interchange Temporary Areas) for those areas shown as Construction Site.
3. Indicative cadastre boundaries are based on the NSW Digital Cadastral Database (DCDB) dated May 2017 and are to be validated by detailed survey.

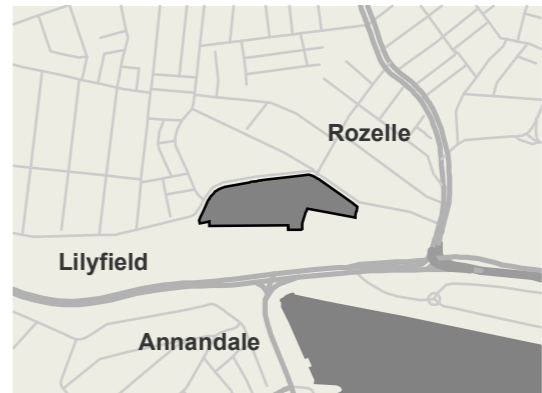
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29.1 (1) ← Shared Access Type

← Site Area ID

0 25 50 m

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SCALE	1:1,000			A3
SHEET	Page 2 of 8			COORDINATE SYSTEM GDA 1994 MGA Zone 56
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PROJECT	WESTCONNEX M4-M5 LINK			
CLIENT	SYDNEY MOTORWAY CORPORATION			
DRAWN	SG	PROJECT # 60491677	MAP #	REV
CHECK		DATE 7/09/2017	WCXM4M5470 07 60491677	

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Appendix 3 Whites Creek Site Plan



KEY

	Rozelle Interchange Works Site		Indicative cadastre boundary
	Rozelle Interchange Temporary Areas		Indicative waterway boundary
	Local Area		

NOTE

1. Drawing must be read in conjunction with Attachment C of the RFT - Site Access Information.
2. The tenderer is permitted to nominate its proposed Area Type (ie. Rozelle Interchange Works Site, Local Area or Rozelle Interchange Temporary Areas) for those areas shown as Construction Site.
3. Indicative cadastre boundaries are based on the NSW Digital Cadastral Database (DCDB) dated May 2017 and are to be validated by detailed survey.

KEY

29.1 (1) ← Shared Access Type

Site Area ID

0 30 60 m

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SCALE: 1:1,400

SHEET: Page 3 of 8

COORDINATE SYSTEM: GDA 1994 MGA Zone 56

ROZELLE INTERCHANGE WHITES CREEK SITE PLAN

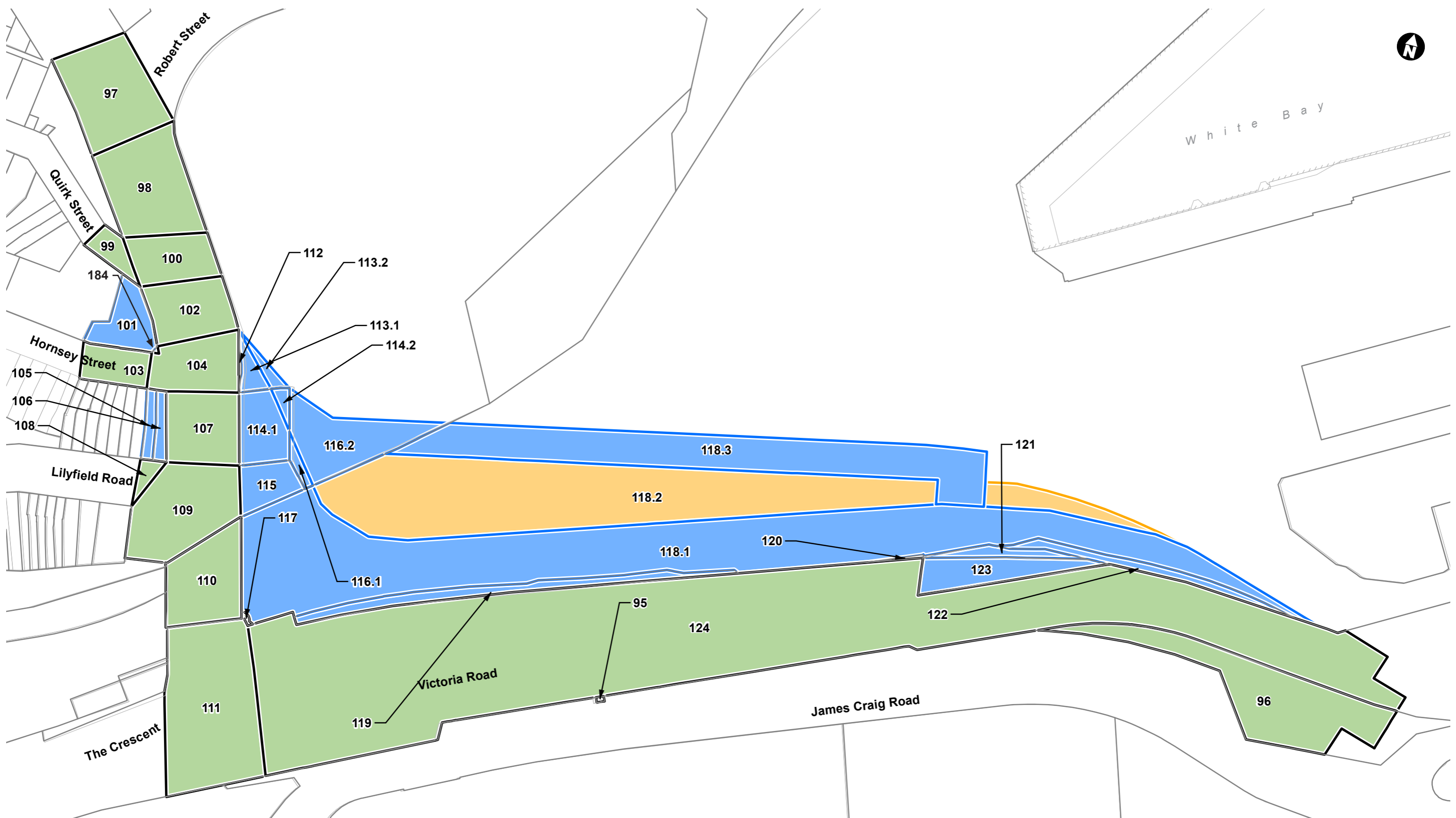
PROJECT: WESTCONNEX M4-M5 LINK

CLIENT: SYDNEY MOTORWAY CORPORATION

DRAWN: SG	PROJECT #: 60491677	MAP #	REV	Project
CHECK:	DATE: 7/09/2017	WCXM4M5470 07 60491677		

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Appendix 4 Victoria Road East Site Plan



- KEY**
- Rozelle Interchange Works Site
 - Rozelle Interchange Temporary Areas
 - Local Area
 - Indicative cadastre boundary
 - Indicative waterway boundary

NOTE

- Drawing must be read in conjunction with Attachment C of the RFT - Site Access Information.
- The tenderer is permitted to nominate its proposed Area Type (ie. Rozelle Interchange Works Site, Local Area or Rozelle Interchange Temporary Areas) for those areas shown as Construction Site.
- Indicative cadastre boundaries are based on the NSW Digital Cadastral Database (DCDB) dated May 2017 and are to be validated by detailed survey.

KEY

- 29.1 (1) ← Shared Access Type
- Site Area ID



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SCALE: 1:1,500
 SHEET: Page 5 of 8
 COORDINATE SYSTEM: GDA 1994 MGA Zone 56

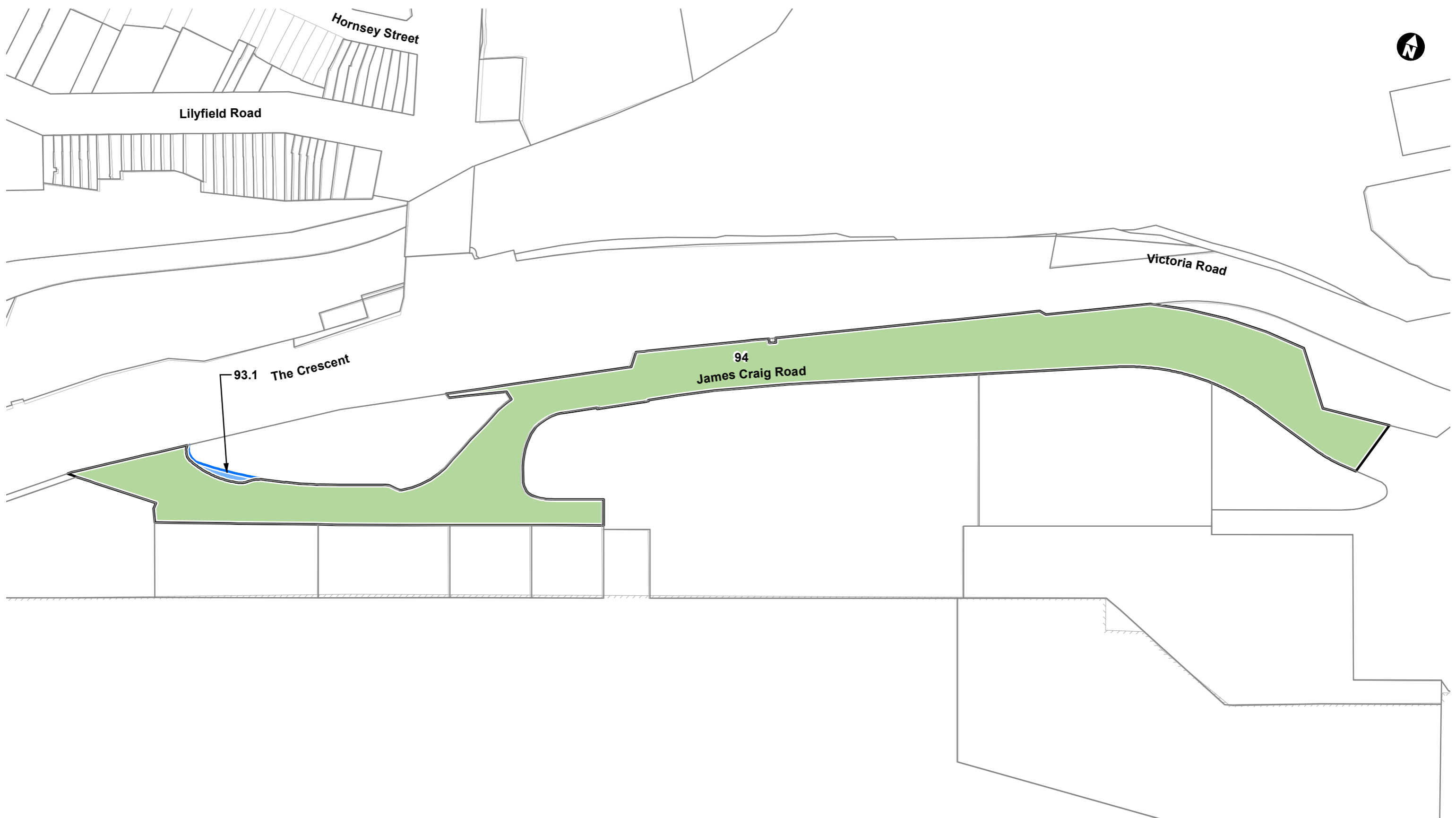
ROZELLE INTERCHANGE VICTORIA ROAD EAST SITE PLAN

PROJECT: WESTCONNEX M4-M5 LINK
 CLIENT: SYDNEY MOTORWAY CORPORATION



DRAWN	SG	PROJECT #	MAP #	REV	Project
CHECK		60491677	WCXM4M5470 07 60491677		
		DATE			
		7/09/2017			

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Appendix 5 James Craig Road Site Plan



KEY

	Rozelle Interchange Works Site		Indicative cadastre boundary
	Local Area		Indicative waterway boundary

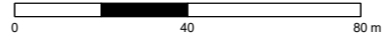
NOTE

1. Drawing must be read in conjunction with Attachment C of the RFT - Site Access Information.
2. The tenderer is permitted to nominate its proposed Area Type (ie. Rozelle Interchange Works Site, Local Area or Rozelle Interchange Temporary Areas) for those areas shown as Construction Site.
3. Indicative cadastre boundaries are based on the NSW Digital Cadastral Database (DCDB) dated May 2017 and are to be validated by detailed survey.

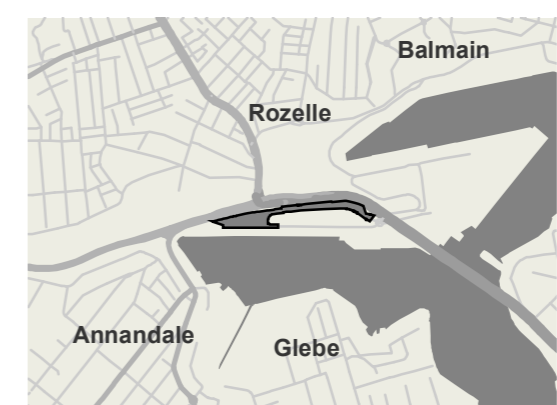
KEY

29.1 (1) ← Shared Access Type

Site Area ID



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SCALE	1:1,750			A3
SHEET	Page 4 of 8			COORDINATE SYSTEM GDA 1994 MGA Zone 56
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PROJECT	WESTCONNEX M4-M5 LINK			
CLIENT	SYDNEY MOTORWAY CORPORATION			
DRAWN	SG	PROJECT # 60491677	MAP #	REV
CHECK		DATE 7/09/2017	WCXM4M5470 07 60491677	

Appendix 6 Iron Cove Link Site Plan



KEY

- Rozelle Interchange Works Site
- Rozelle Interchange Temporary Areas
- Local Area
- Indicative cadastre boundary
- Indicative waterway boundary

NOTE

1. Drawing must be read in conjunction with Attachment C of the RFT - Site Access Information.
2. The tenderer is permitted to nominate its proposed Area Type (ie. Rozelle Interchange Works Site, Local Area or Rozelle Interchange Temporary Areas) for those areas shown as Construction Site.
3. Indicative cadastre boundaries are based on the NSW Digital Cadastral Database (DCDB) dated May 2017 and are to be validated by detailed survey.

KEY

- 29.1 (1) ← Shared Access Type
- Site Area ID



DRAFT

A3

SCALE: 1:1,400
 SHEET: Page 6 of 8
 COORDINATE SYSTEM: GDA 1994 MGA Zone 56

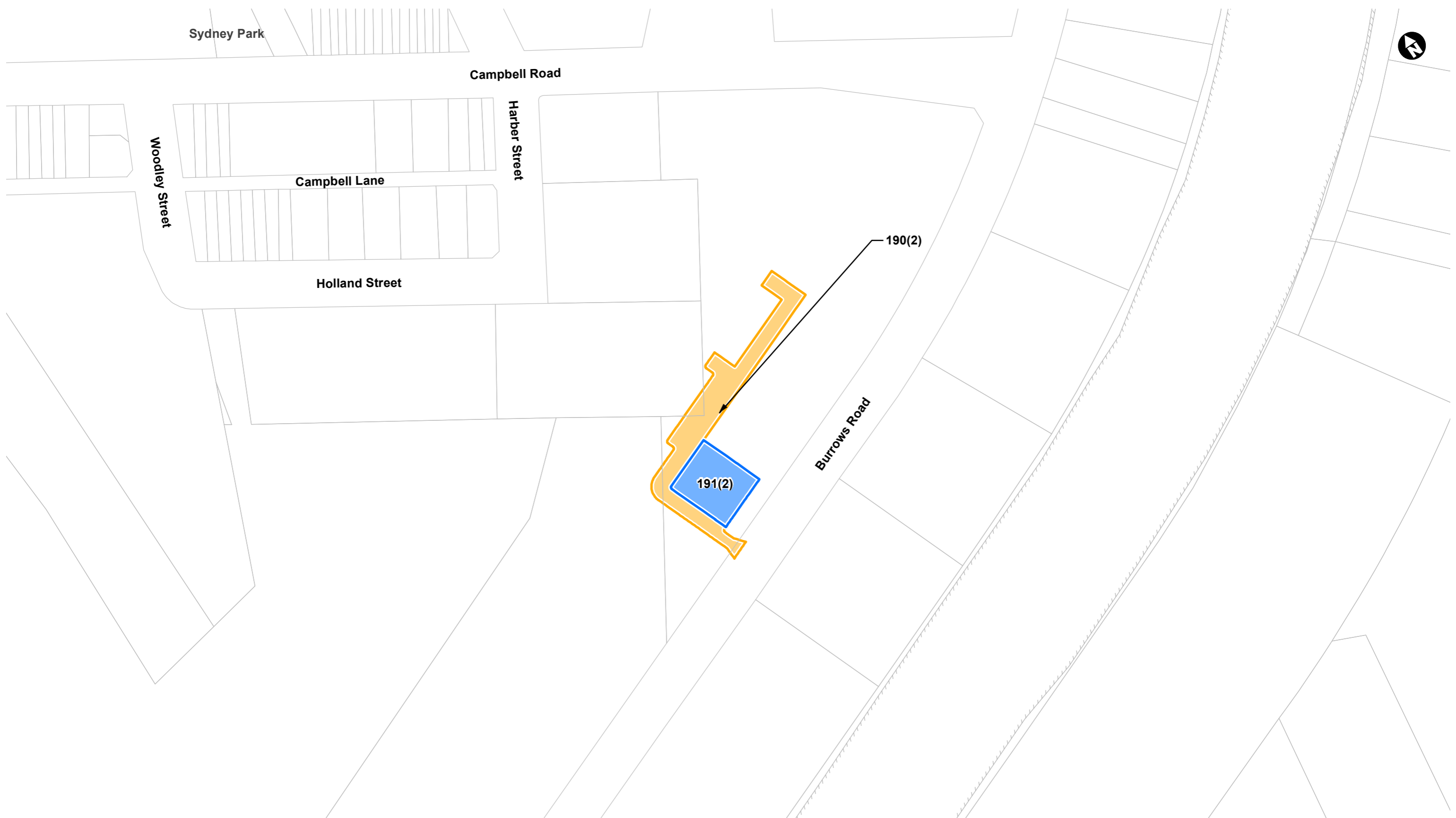
ROZELLE INTERCHANGE IRON COVE LINK SITE PLAN

PROJECT: WESTCONNEX M4-M5 LINK
 CLIENT: SYDNEY MOTORWAY CORPORATION

DRAWN: SG	PROJECT #: 60491677	MAP #	REV
CHECK:	DATE: 7/09/2017	Project: WCXM4M5470 07 60491677	

AECOM GIS Printed Date: 7/09/2017 I:\AUSYD5FFP001\Drive-P604916774_Tech & Enviro work area\4.99 GIS\02_Maps\WCXM4M5470_07_604916774_A3_PR_Rozelle_Interchange_Site_Access_Information_20170907.mxd

Appendix 7 St Peters Interchange Site Plan



KEY

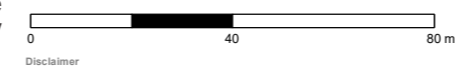
- Rozelle Interchange Works Site
- Rozelle Interchange Temporary Areas
- Indicative cadastre boundary
- Indicative waterway boundary

NOTE

1. Drawing must be read in conjunction with Attachment C of the RFT - Site Access Information.
2. The tenderer is permitted to nominate its proposed Area Type (ie. Rozelle Interchange Works Site, Local Area or Rozelle Interchange Temporary Areas) for those areas shown as Construction Site.
3. Indicative cadastre boundaries are based on the NSW Digital Cadastral Database (DCDB) dated May 2017 and are to be validated by detailed survey.

KEY

- 29.1 (1) ← Shared Access Type
- Site Area ID



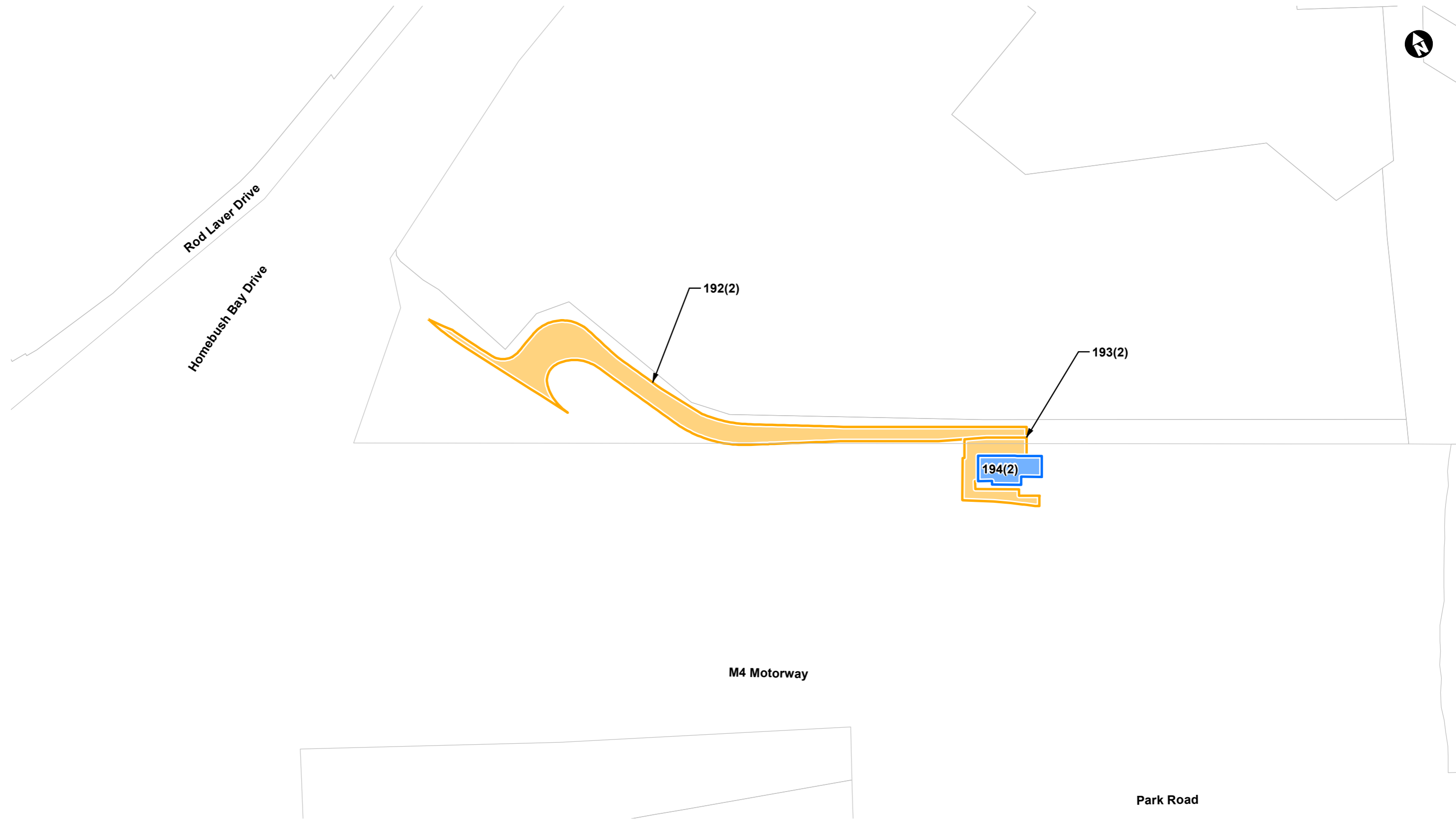
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DRAFT


SCALE 1:1,500		A3	
SHEET Page 7 of 8		COORDINATE SYSTEM GDA 1994 MGA Zone 56	
TITLE ROZELLE INTERCHANGE ST PETERS INTERCHANGE SITE PLAN			
PROJECT WESTCONNEX M4-M5 LINK			
CLIENT SYDNEY MOTORWAY CORPORATION			
DRAWN SG	PROJECT # 60491677	MAP #	REV Project
CHECK	DATE 7/09/2017	WCXM4M5470 07 60491677	

Appendix 8 Homebush Bay Drive Site Plan



KEY



-  Rozelle Interchange Works Site
-  Rozelle Interchange Temporary Areas

 Indicative cadastre boundary

NOTE

1. Drawing must be read in conjunction with Attachment C of the RFT - Site Access Information.
2. The tenderer is permitted to nominate its proposed Area Type (ie. Rozelle Interchange Works Site, Local Area or Rozelle Interchange Temporary Areas) for those areas shown as Construction Site.
3. Indicative cadastre boundaries are based on the NSW Digital Cadastral Database (DCDB) dated May 2017 and are to be validated by detailed survey.

KEY

-  29.1 (1) ← Shared Access Type
-  Site Area ID



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DRAFT

SCALE	1:1,500	A3	
SHEET	Page 8 of 8	COORDINATE SYSTEM GDA 1994 MGA Zone 56	
TITLE	ROZELLE INTERCHANGE HOMEBUSH BAY DRIVE SITE PLAN		
PROJECT	WESTCONNEX M4-M5 LINK		
CLIENT	SYDNEY MOTORWAY CORPORATION		
DRAWN	SG	PROJECT # 60491677	MAP #
CHECK		DATE 7/09/2017	REV Project
		WCXM4M5470 07 60491677	

Appendix 9 Main Tunnel Stubs Substratum Drawings

Table A9.1 defines the Main Tunnel Stubs Substratum Site. The following descriptions apply to the details provided in Table A9.1:

- a) **'Construction Site Limits'** defines the limits which bound the Construction Site envelope for the Site Area.
- b) **'Indicative Guidance Drawings'** are references to the Rozelle Interchange Reference Design documentation, as at the date of this RFT, which may assist the Tenderer in their understanding of the likely possible arrangement of the Construction Site. The design documentation is included as an Information Document. The Tenderer must acknowledge that the Rozelle Interchange Reference Design documentation may develop, and is subject to change.

Table A9.1 Main Tunnel Stubs Substratum Site

Site Area ID	General Description	Construction Site Limits	Indicative Guidance Drawings (Information Documents – Subject to Change)
A	Main Tunnel Stubs - East	<ol style="list-style-type: none"> This part of the Construction Site is bound by the roof, walls and floor of the Main Tunnel Northbound Stub (East) and Main Tunnel Southbound Stub (East), extending approximately 50 metres from the end of the tunnel stubs, and as represented on the Main Tunnel Stubs Substratum Plan contained within this Appendix 9. Project Works and Temporary Works may extend locally outside of the Construction Site described in item 1 subject to them remaining within the Motorway Stratum of the Main Tunnel Motorway (as defined in the M4-M5 Project Deed) and not extending into any operational space of the Main Tunnel Motorway and not extending further than 50 m back from the end of the stub wall. 	Final Reference Design Rozelle Interchange M4M5-REP-20-4000-RD-319A Volume 2.1 – Drawings, including: M4M5-SHT-21-4000-RD-51001 M4M5-REP-20-4000-RD-319A Volume 2.5 – Drawings, including: M4M5-SHT-21-4000-RD-58046 M4M5-SHT-21-4000-RD-58172
B	Main Tunnel Stubs - West	<ol style="list-style-type: none"> This part of the Construction Site is bound by the roof, walls and floor of the Main Tunnel Northbound Stub (West) and Main Tunnel Southbound Stub (West), extending approximately 33 metres and 286 metres respectively from the end of the tunnel stubs, and as represented on the Main Tunnel Stubs Substratum Plan contained within this Appendix 9. Project Works and Temporary Works may extend locally outside of the Construction Site described in item 1 subject to them remaining within the Motorway Stratum of the Main Tunnel Motorway (as defined in the M4-M5 Project Deed) and not extending into any operational space of the Main Tunnel Motorway and not extending further than 33 m and 286 m respectively back from the end of the stub wall. 	Final Reference Design Rozelle Interchange M4M5-REP-20-4000-RD-319A Volume 2.1 – Drawings, including: M4M5-SHT-21-4000-RD-51003 M4M5-SHT-21-4000-RD-51004 M4M5-REP-20-4000-RD-319A Volume 2.5 – Drawings, including: M4M5-SHT-21-4000-RD-58065 M4M5-SHT-21-4000-RD-58081

SCHEDULE 12

Requirements of Third Party Agreements

(Clause 9.18)

1. **NO LIMITATION ON DEED**

Nothing in this Schedule 12 limits RMS's rights or affects each Trustee's obligations under any clause of this deed.

2. **INTERFACE AGREEMENTS**

(a) The Asset Trustee:

(i) acknowledges that RMS and TfNSW have entered into the Sydney Metro Interface Agreement;

(ii) must, in performing the Asset Trustee's Activities:

(A) unless otherwise directed by RMS, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Metro Interface Agreement as if it were named as RMS in the Sydney Metro Interface Agreement so as to ensure that RMS is able to fully meet those obligations under the Sydney Metro Interface Agreement or otherwise at law except to the extent that the table in this section 2 below:

(aa) provides that the Asset Trustee is not required to comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the Asset Trustee's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the Asset Trustee in this Schedule 12 that are additional to or more stringent or onerous than the conditions and requirements described in section 2(a)(ii)(A) of this Schedule 12;

(iii) must assist RMS in any way that RMS reasonably requires to enable RMS to perform any obligations RMS has to TfNSW under or in connection with the Sydney Metro Interface Agreement, which must include but is not limited to regularly requesting up to date information from TfNSW in accordance with clause 18.1 of the Sydney Metro Interface Agreement; and

(iv) subject to the table in this section 2, may not exercise any of RMS's discretions or rights under the Sydney Metro Interface Agreement unless the Asset Trustee has obtained RMS's prior written consent.

(b) The Asset Trustee acknowledges that:

(i) the Sydney Metro Interface Agreement provides a process for the Sydney Metro Interface Works to be designed and constructed; and

(ii) it must design and construct the Sydney Metro Interface Works in accordance with the requirements of the Sydney Metro Interface Agreement, this Schedule 12 and this deed.

- (c) Where the Sydney Metro Interface Agreement provides that RMS must, or must ensure that its contractors will, do something or comply with an obligation, the Asset Trustee must in performing the Asset Trustee's Activities do that thing or comply with that obligation.
- (d) Where the Sydney Metro Interface Agreement provides for RMS to provide a document, notice or information to another party, the Asset Trustee:
 - (i) must not provide any such document, notice, information or comments directly to that other party; and
 - (ii) must provide such document, notice, information or comments to RMS within a reasonable time sufficient for RMS to review and comment on the document, notice or information or consider the comments and provide it to the relevant party within the time period required by the Sydney Metro Interface Agreement.
- (e) The Asset Trustee must, in carrying out the Asset Trustee's Activities:
 - (i) comply with any reasonable directions of RMS's Representative in relation to compliance with the Sydney Metro Interface Agreement or other requirements of TfNSW;
 - (ii) ensure that no act or omission of the Asset Trustee constitutes, causes or contributes to any breach by RMS of its obligations to TfNSW under the Sydney Metro Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Sydney Metro Interface Agreement.
- (f) Whenever, pursuant to the terms of the Sydney Metro Interface Agreement, RMS makes an acknowledgement or gives a release or warranty, indemnity, or covenant to TfNSW under any clause of the Sydney Metro Interface Agreement which is in any way connected with the Sydney Metro Interface Works then, subject to what is provided in this Schedule 12 and the other terms of this deed, the Asset Trustee is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to RMS on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by RMS under the Sydney Metro Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (g) The Asset Trustee acknowledges that to the extent that the Sydney Metro Interface Agreement contains a provision pursuant to which TfNSW is stated to make no representation as to a state of affairs, the Asset Trustee agrees that RMS similarly makes no representation to the Asset Trustee in respect of that state of affairs in the same way as if the relevant terms of the Sydney Metro Interface Agreement were set out fully in this deed.
- (h) Nothing in the Sydney Metro Interface Agreement or this Schedule 12 limits RMS's rights or the Asset Trustee's obligations in relation to Rozelle Interface Works Completion, Opening Completion or Completion, achieving a Rozelle Interface Milestone Date or the rectification of Defects under this deed.
- (i) The Asset Trustee must indemnify RMS from and against any claim by TfNSW against RMS or any Liability of RMS to TfNSW arising out of or in any way in connection with the Sydney Metro Interface Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the Asset Trustee's Activities:

- (i) provided that the Asset Trustee's responsibility to indemnify RMS will be reduced to the extent that a negligent act or omission of RMS or an agent of RMS contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule 12.
- (j) The Asset Trustee:
- (i) bears the full risk of:
 - (A) complying with the obligations under this Schedule 12; and
 - (B) any acts or omissions of TfNSW or its employees, agents, contractors or officers; and
 - (ii) except to the extent expressly provided for in this deed, will not be entitled to make, and RMS will not be liable upon, any Claim arising out of or in any way in connection with:
 - (A) the risks referred to in section 2(j)(i) of this Schedule 12; or
 - (B) any acts or omissions of TfNSW or its employees, agents, contractors or officers.
- (k) For the purpose of this Schedule 12, any reference in the Sydney Metro Interface Agreement to "Responsible Parties" must be read as a reference to:
- (i) the Asset Trustee and each of the directors, employees, officers, representatives, agents, contractors and consultants of the Asset Trustee; and
 - (ii) the subcontractors of the Asset Trustee and each of their sub-subcontractors and the directors, employees, officers, representatives, agents, contractors and consultants of the subcontractors of the Asset Trustee and their sub-subcontractors,
- who are involved in the execution of, or in any performance of, any things and tasks which the Asset Trustee is, or may be, required to carry out or do under the Sydney Metro Interface Agreement or this deed.
- (l) The Asset Trustee acknowledges and agrees that RMS gives no undertaking to the Asset Trustee that RMS will comply with the obligations which are not required to be performed by the Trustees or the time within which those obligations must be performed.

Clause	Sydney Metro Interface Agreement - Obligations which are not required to be performed by the Asset Trustee
3	The Asset Trustee will not be required to obtain the Planning Approval.
6.1	All
7.7	All
14.1(a)	The Asset Trustee will be required to indemnify RMS only to the extent that the relevant action, claim, cost, loss, expense or damage arises due to a breach by or an act or omission of the Asset Trustee or any Responsible Party (as read in light of clause 2(k) of this Schedule 12).

	The Asset Trustee's liability under this indemnity will be reduced proportionately to the extent that the relevant action, claim, cost, loss, expense or damage arises from any breach of this deed by RMS.
14.4(c)	All
19.3	All
20	The Asset Trustee will not be required to comply with this clause, except that the Asset Trustee must provide all documents, assistance and co-operation reasonably requested by RMS (and within the time requested by RMS) in connection with a dispute under this clause.
22.6	All
22.10	All

3. COMMON DISPUTES

(a) In this section 3 of this Schedule 12:

Third Party means a party to a Third Party Agreement other than RMS.

Common Dispute means a Dispute under this deed which is concerned with matters that also arise in respect of the respective rights and obligations of RMS and a Third Party under or in connection with a Third Party Agreement including where:

- (i) RMS is in breach of a provision of this deed to the extent such a breach is caused by a Third Party under its respective Third Party Agreement;
- (ii) RMS is entitled to obtain remedies or benefits under or in connection with a Third Party Agreement which are similar to remedies or benefits claimed by a Trustee in a Claim by a Trustee under this deed;
- (iii) a Trustee has rights against RMS under this deed, including under a warranty or indemnity or specific right of reimbursement or recovery in this deed, and RMS has similar rights against the Third Party under a Third Party Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Third Party Agreement; or
- (iv) a Trustee has a Claim against RMS and RMS has a Claim against a Third Party based on the same or similar events or circumstances.

(b) In the event that there is a Common Dispute, RMS may, in its absolute discretion:

- (i) determine that the Common Dispute be resolved in accordance with the provisions of this section 3 of this Schedule 12; and
- (ii) notify a Trustee in writing of its decision within 18 Business Days of the Common Dispute arising,

in which case section 3(c) to 3(i) of this Schedule 12 will then apply in respect of that Common Dispute.

- (c) In the event that, in accordance with section 3(b) of this Schedule 12, RMS determines that a Common Dispute is to be resolved in accordance with this section 3 of this Schedule 12 and notifies a Trustee in writing of this decision, then:
- (i) sections 3, 4, 5, 6, 7 and 8 of Schedule 3 will not apply to the resolution of the Common Dispute that is the subject of RMS's notice; and
 - (ii) each Trustee acknowledges and agrees, that the purpose of this section 3 of this Schedule 12 is:
 - (A) to provide each Trustee with comparable remedies and entitlements in respect of Common Disputes, and to limit the rights of each Trustee against RMS in respect of Common Disputes by reference to RMS's rights and entitlements under or in connection with Third Party Agreements; and
 - (B) not to reduce or disentitle or otherwise affect the validity of any Claim by RMS against a Third Party under, arising out of, or in any way in connection with the relevant Third Party Agreement.
- (d) In respect of all Common Disputes:
- (i) the entitlement of a Trustee to receive compensation from RMS, and RMS's liability to pay compensation to a Trustee, will only arise at the time the relevant Common Dispute is resolved or determined;
 - (ii) if any compensation is payable by RMS to a Trustee under this deed in respect of a Common Dispute, a Trustee will have the same entitlement to recover compensation under this deed as RMS has to recover that compensation from a Third Party under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute;
 - (iii) any rights a Trustee has against RMS will not exceed the equivalent rights to which RMS is entitled under the relevant Third Party Agreement; and
 - (iv) RMS will pass through to the Trustee the proportion of any compensation (including damages or other form or relief) to which RMS is entitled under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute:
 - (A) to the extent that this is referable to the Trustee, including any Liability, Claim or Loss of the Trustee; and
 - (B) determined by reference to what is actually compensated or allowed by a Third Party under the relevant Third Party Agreement.
- (e) RMS agrees to:
- (i) request of, where possible, the relevant Third Party, that the Asset Trustee be permitted to directly make representations in respect of the Common Dispute;
 - (ii) if RMS is unable to obtain the Third Party's consent as contemplated under section 3(e)(i) of this Schedule 12, make on behalf of the Asset Trustee whatever representations in respect of the Common Dispute that the Asset Trustee reasonably requests; and

- (iii) provide:
 - (A) regular updates to the Asset Trustee; and
 - (B) whatever information and documents the Asset Trustee reasonably requests,

as to the progress of the Common Dispute.
- (f) RMS's liability to the Asset Trustee in respect of the subject matter of a Common Dispute:
 - (i) is satisfied by payment to the Asset Trustee in accordance with this section 3 of this Schedule 12; or
 - (ii) if the Third Party is not liable to RMS, is deemed to be satisfied on the determination of that matter (whether by dispute resolution under the respective Third Party Agreement or otherwise), provided that:
 - (A) RMS has complied with its obligations under this section 3 of this Schedule 12 with respect to recovery of RMS's and the Asset Trustee's entitlements from the Third Party; and
 - (B) all appeals from such determination have been exhausted.
- (g) The Asset Trustee agrees:
 - (i) to provide all documents, assistance, and cooperation reasonably requested by RMS (and in the time requested by RMS) in connection with the Common Dispute;
 - (ii) that where a Third Party Agreement contemplates:
 - (A) alternative dispute resolution (including arbitration and expert determination):
 - (aa) a like process will apply to the Common Dispute between the parties; and
 - (bb) the Asset Trustee consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and
 - (B) litigation, the Asset Trustee consents to the Common Dispute being consolidated with (or heard together with) that litigation; and
 - (iii) to be bound by the outcome of the Common Dispute resolution process to the extent it affects the rights and obligations of the Asset Trustee under this deed.
- (h) The entitlement of the Asset Trustee to a remedy in respect of a Common Dispute will not be reduced to the extent to which RMS's entitlements under a Third Party Agreement are reduced or extinguished due to RMS's breach or failure to comply with the Third Party Agreement or other act or omission by RMS (in either case to the extent not caused by the Asset Trustee).
- (i) To the extent the Asset Trustee has recovered compensation in respect of a Common Dispute under another provision of this deed, the Asset Trustee is not entitled to the same compensation under this section 3 of this Schedule 12.

- (j) Any payment to which the Asset Trustee is entitled under this section 3 of this Schedule 12 in respect of a Common Dispute shall be paid by RMS to the Asset Trustee within 20 Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Third Party Agreement.
- (k) If at any time any provision of this Schedule 12 is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Schedule 12; or
 - (ii) the legality, validity or enforceability under law of any other jurisdiction of that or any other provision of this Schedule 12.
- (l) Despite the existence of a Common Dispute between the parties to this deed, the parties must continue to comply with and perform their obligations under this deed.
- (m) Section 3 of this Schedule 12 will survive termination of this deed.

SCHEDULE 13

Variations to the Tunnel Substratum

The parties acknowledge and agree that:

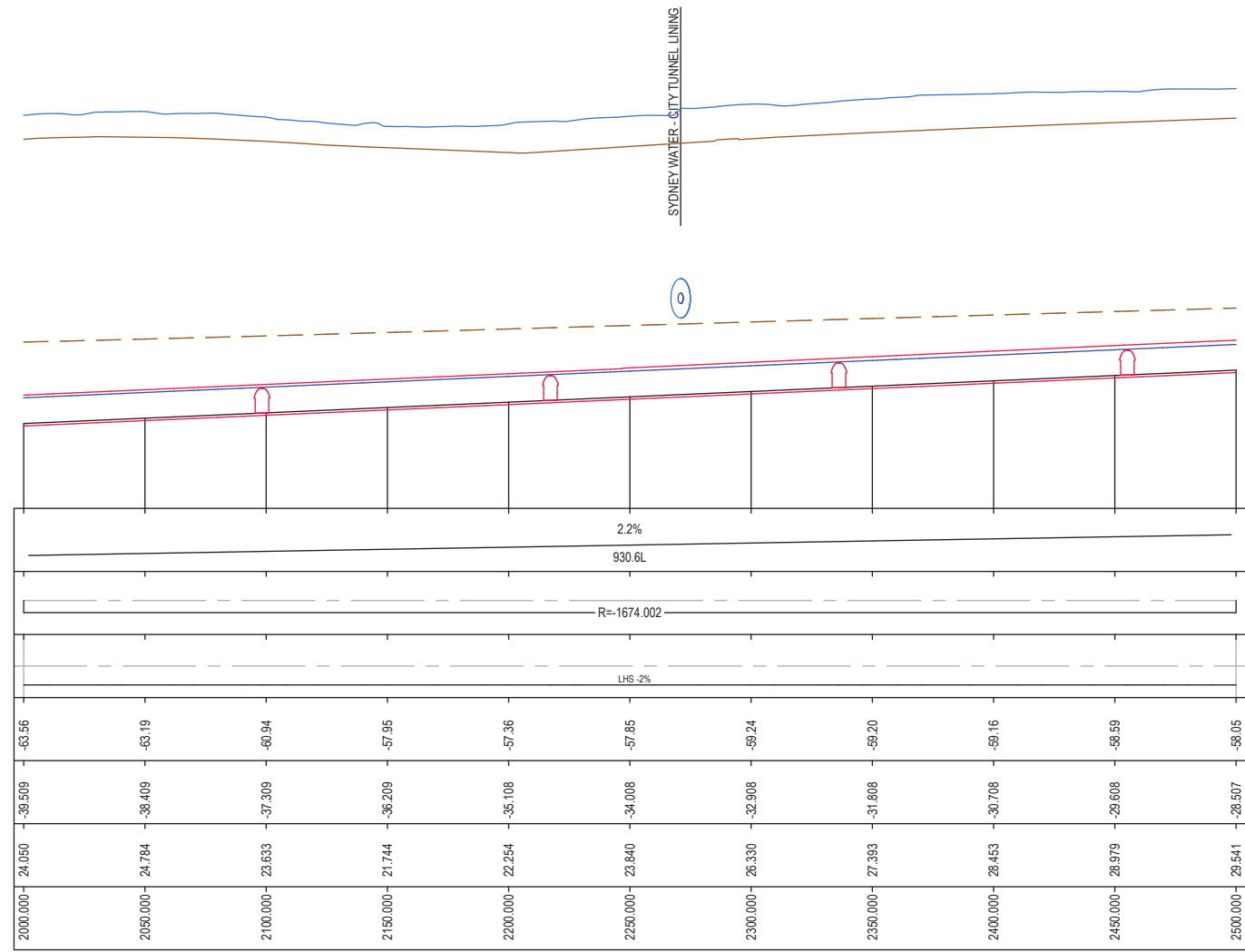
- (a) subject to paragraph (b), the tunnel substratum is defined as the Construction Site Drawings (as defined in the Site Access Schedule) titled "Main Tunnel Construction Site (Tunnel Substratum)" in Part C of the Site Access Schedule;
- (b) the Asset Trustee may notify RMS that the tunnel substratum referred to in paragraph (a) requires further refinement and amendment and may request that further refinement and amendment be agreed or determined in accordance with this Schedule 13;
- (c) as soon as practicable after the date of this deed, the Asset Trustee must form a project team which:
 - (i) comprises at least one member from each of RMS, the Asset Trustee and the Contractor; and
 - (ii) meets regularly to discuss and seek to agree any refinement and amendment of the tunnel substratum referred to in paragraph (a) by the date which is 12 months before the relevant dates for access set out in the tables in Part B of the Site Access Schedule;
- (d) the following principles will be applied in agreeing or determining any refinement and amendment of the tunnel substratum:
 - (i) the tunnel substratum will be an underground stratum lot limited in height, width and depth;
 - (ii) the tunnel substratum will typically be rectangular in shape when viewed in cross-section, with a variable envelope depending on operational and other physical requirements;
 - (iii) subject to paragraphs (d)(iv) and (d)(v), the height, width and depth of the stratum lot referred to in paragraph (d)(i) will be determined by reference to the Main Tunnel Works as described in the then current Design Documentation provided by the Asset Trustee or the State Works Contractor;
 - (iv) the tunnel substratum must be at least 5 metres below the surface level of the land, except where underground structures must approach and make contact with the surface of the land (such as dive structures, cut and cover structures and ventilation tunnels);
 - (v) subject to paragraph (d)(vi), (d)(ix) and (d)(x), the tunnel substratum will include the following clearance and allowance areas, unless otherwise agreed by the parties:
 - (A) 10 metres plan clearance from the external sides of tunnels;
 - (B) 15 metres clearance above tunnel crown and 20 metres above caverns;
 - (C) 10 metres clearance around service adits, maintenance bays, tunnel connections to shafts, and the like;

- (D) 20 metres allowance for ground anchors compared to the excavation pits, or relevant earth retaining structures; and
 - (E) 10 metres clearance from the outer edge of any structure or item requiring clearance that is not referred to in paragraphs (d)(v)(A) to (d)(v)(D);
- (vi) the tunnel substratum must:
- (A) align with and allow for connection of the Main Tunnel Works to the M4 Motorway, the M5 Motorway and the Rozelle Interchange; and
 - (B) accommodate the safeguarding for the Rozelle Interchange Works;
- (vii) the tunnel substratum must not extend above ground and must not include areas that are excessive to the Asset Trustee's or the Project Trustee's reasonable requirements for the performance of the Asset Trustee's Activities, the Project Trustee's Activities or the SWC Activities;
- (viii) the tunnel substratum for the M4 Motorway and the tunnel substratum for the M5 Motorway are fixed, and any tunnel substratum under this deed must not encroach on or otherwise inhibit the use or occupation of the tunnel substratum for the M4 Motorway or the M5 Motorway by the relevant WestConnex Concessionaire or its nominees;
- (ix) the tunnel substratum must not include any area within the "Proposed Land Take" shown in blue on the plan in Schedule 1 of the Sydney Metro Interface Agreement; and
- (x) the tunnel substratum must not include the indicative locations of Sydney Water's Pressure Tunnel and City Tunnel in the vicinity of the currently proposed interface locations with the Main Tunnel Works as generally described in the plans and long sections contained in Attachment A.
- (e) if the parties are unable to agree on any refinement or amendments to the tunnel substratum referred to in paragraph (a) by the date which is 12 months before the applicable dates for access set out in the tables in the Site Access Schedule, then RMS may determine these matters by reference to the principles referred to in paragraph (d) and RMS will notify the Asset Trustee in writing of such determination;
- (f) notwithstanding anything to the contrary in this Schedule 13, any land outside the tunnel substratum defined in the Construction Site Drawings (as defined in the Site Access Schedule) or determined in accordance with paragraph (d) which the Asset Trustee or the State Works Contractor identifies after the date which is 12 months before the applicable dates for access set out in the tables in the Site Access Schedule as being required to be included in the tunnel substratum is Extra Land for the purposes of clause 11.4(b) of this deed; and
- (g) following the tunnel substratum referred to in paragraph (a) being refined or amended in accordance with this Schedule 13, the Site Access Schedule is deemed to be amended to include drawings of the tunnel substratum (as refined or amended).

ATTACHMENT A

THIS DRAWING MAY BE PREPARED IN COLOUR AND MAY BE INCOMPLETE IF COPIED

LEGEND	
	DESIGN SURFACE
	EXISTING SURFACE
	TOP OF ROCK
	TOP OF SANDSTONE
	VEHICLE CLEARANCE ENVELOPE
	TUNNEL PROFILE
	ADJACENT PROJECT BY OTHERS



LONGITUDINAL SECTION - MAIN CARRIAGEWAY NORTHBOUND TUNNEL M110

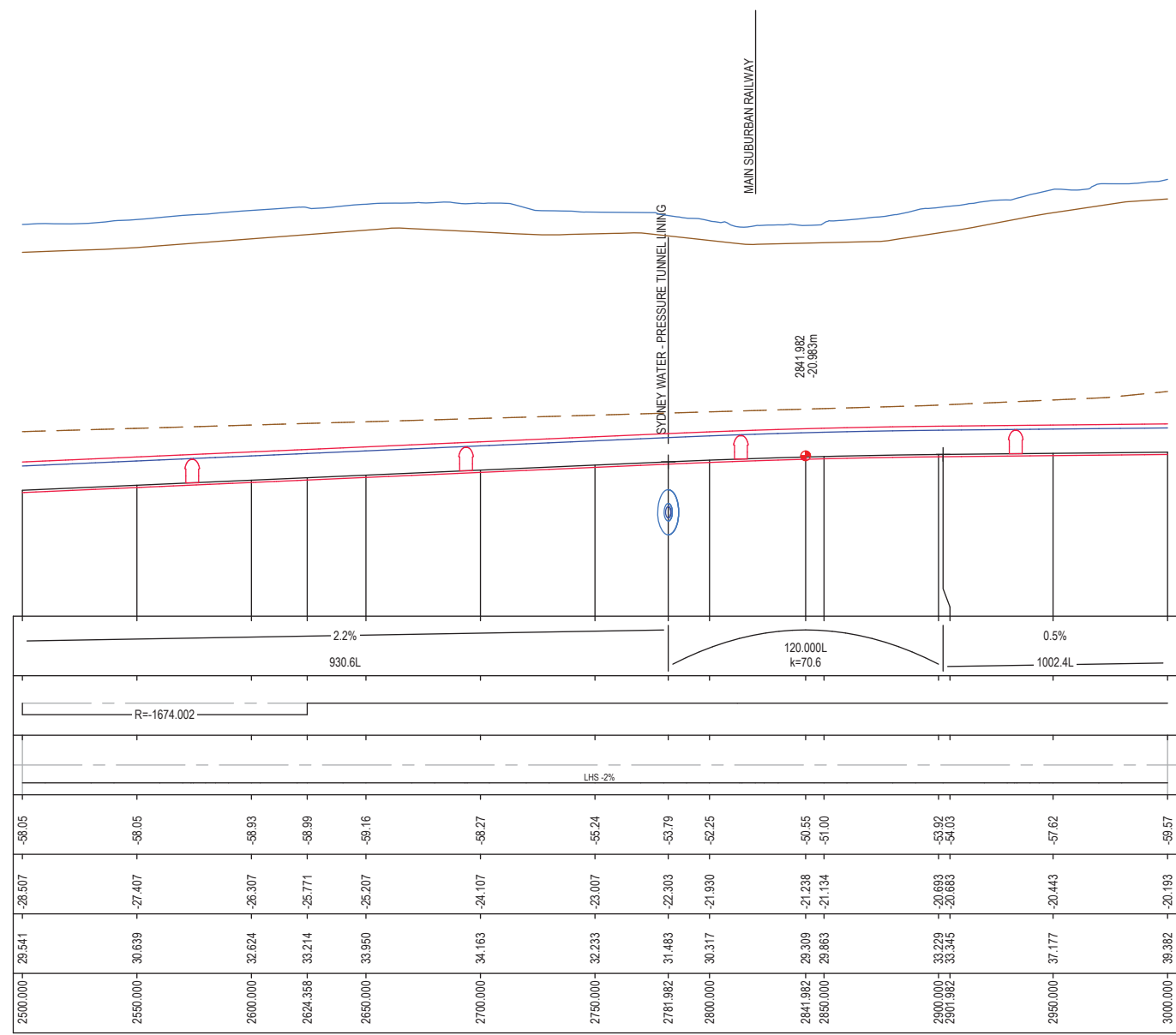
TENDER SUBMISSION - NOT FOR CONSTRUCTION

12d MODEL PROJECT C:\penergy_work\111\Westconnex 3A_19A00_120 MM M5 Federated Publishing 12dmodel\A00_120 MM M5 Federated Publishing		PLOT DATE \ TIME 18/10/2017		PLOT BY 12d Model		PACKAGE NUMBER		PLOT DATE / TIME 18/10/2017		PLOT BY 12d Model		CLIENT Sydney Metropolitan Corporation WestConnex		M4-M5 LINK MAIN TUNNEL WORKS GEOMETRIC DESIGN MAIN CARRIAGEWAY NORTHBOUND TUNNEL (M110) LONGITUDINAL SECTION SHEET 4 OF 16		A3													
DESIGN MODEL FILE(S) USED FOR DOCUMENTATION OF THIS DRAWING ALIGN 120 MAIN, ALIGN 120 SPL, ALIGN 120 ROZ, ALIGN 120 WATT DES 120 MAIN, DES 120 SPL, DES 120 ROZ, DES 120 WATT		REV 0		DATE 25.10.17		AMENDMENT / REVISION DESCRIPTION ISSUED FOR TENDER		APPROVAL C. SHACKELL		SCALES ON A3 SIZE DRAWING HORIZ. 1:2000 VERT. 1:1000		DRAWINGS / DESIGN PREPARED BY LENLEASE SAMSUNG BOUYGUES JOINT VENTURE JAJV Jacobs Aurecon Joint Venture		TITLE DRAWN DRG CHECK DESIGN DESIGN CHECK DESIGN MNGR PROJECT MNGR		NAME E. WILSON C. GOMEZ E. WILSON A BEZUIDENHOUT R. FERGLISON C. SHACKELL		DATE 25.10.17 25.10.17 25.10.17 25.10.17 25.10.17 25.10.17		ISSUE STATUS TENDER DESIGN EDMS No. -		PROJECT AREA / LOCATION M4M5MT - 0000 - 590 - JAJVSY - 201 - 1204		ROLE ORIGINATOR TYPE NUMBER REVISION		-		0	

THIS DRAWING MAY BE PREPARED IN COLOUR AND MAY BE INCOMPLETE IF COPIED

LEGEND

- DESIGN SURFACE
- EXISTING SURFACE
- TOP OF ROCK
- TOP OF SANDSTONE
- VEHICLE CLEARANCE ENVELOPE
- TUNNEL PROFILE
- ADJACENT PROJECT BY OTHERS



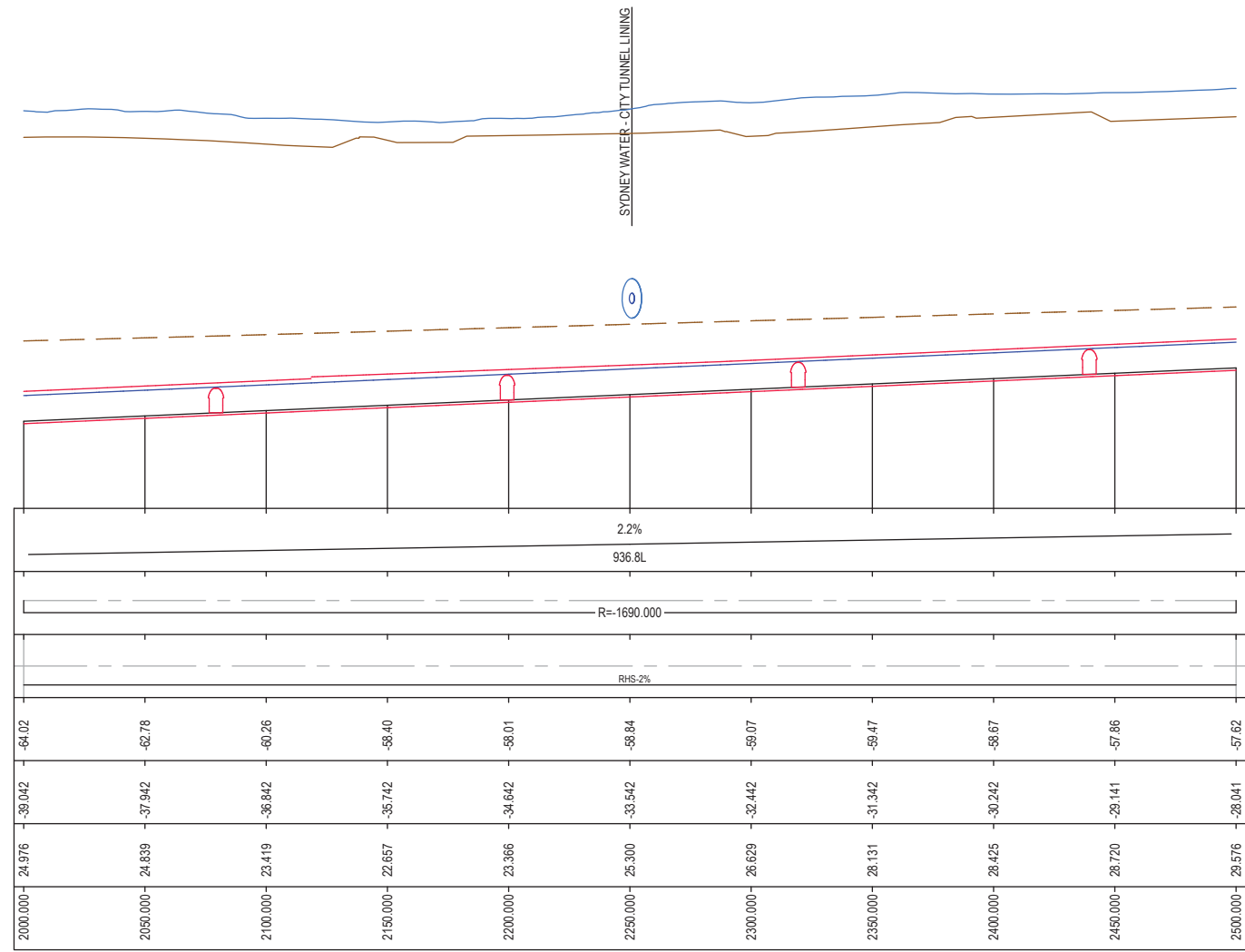
LONGITUDINAL SECTION - MAIN CARRIAGEWAY NORTHBOUND TUNNEL M110

TENDER SUBMISSION - NOT FOR CONSTRUCTION

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												SHEET 5 OF 16		REVISION NUMBER REVISION 0			

LEGEND

- DESIGN SURFACE
- EXISTING SURFACE
- TOP OF ROCK
- TOP OF SANDSTONE
- VEHICLE CLEARANCE ENVELOPE
- TUNNEL PROFILE
- ADJACENT PROJECT BY OTHERS



LONGITUDINAL SECTION - MAIN CARRIAGEWAY SOUTHBOUND TUNNEL M120

THIS DRAWING MAY BE PREPARED IN COLOUR AND MAY BE INCOMPLETE IF COPIED

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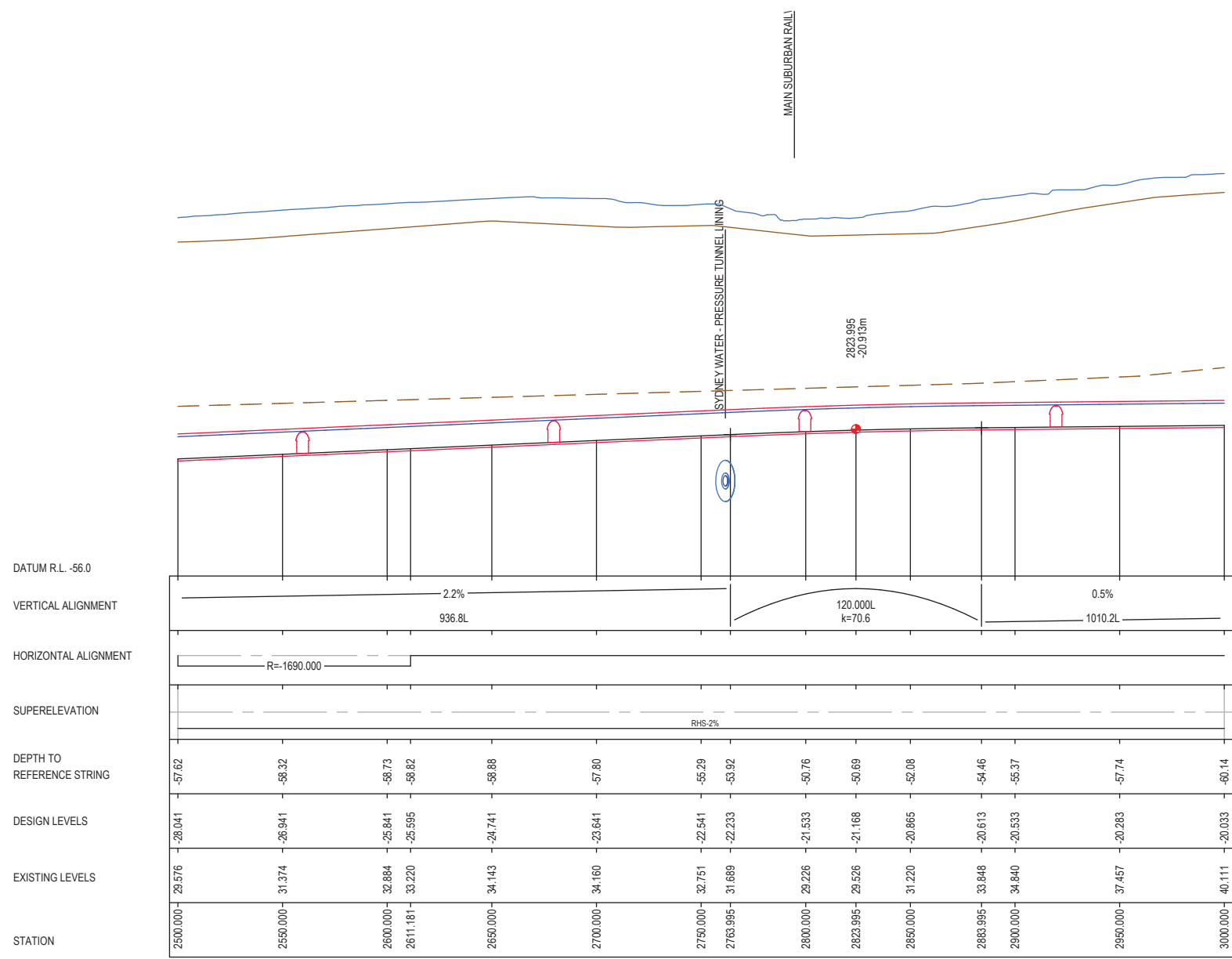
TENDER SUBMISSION - NOT FOR CONSTRUCTION

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SHEET 4 OF 16			
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		0	0

THIS DRAWING MAY BE PREPARED IN COLOUR AND MAY BE INCOMPLETE IF COPIED

LEGEND

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- EXISTING SURFACE
- TOP OF ROCK
- TOP OF SANDSTONE
- VEHICLE CLEARANCE ENVELOPE
- TUNNEL PROFILE
- ADJACENT PROJECT BY OTHERS

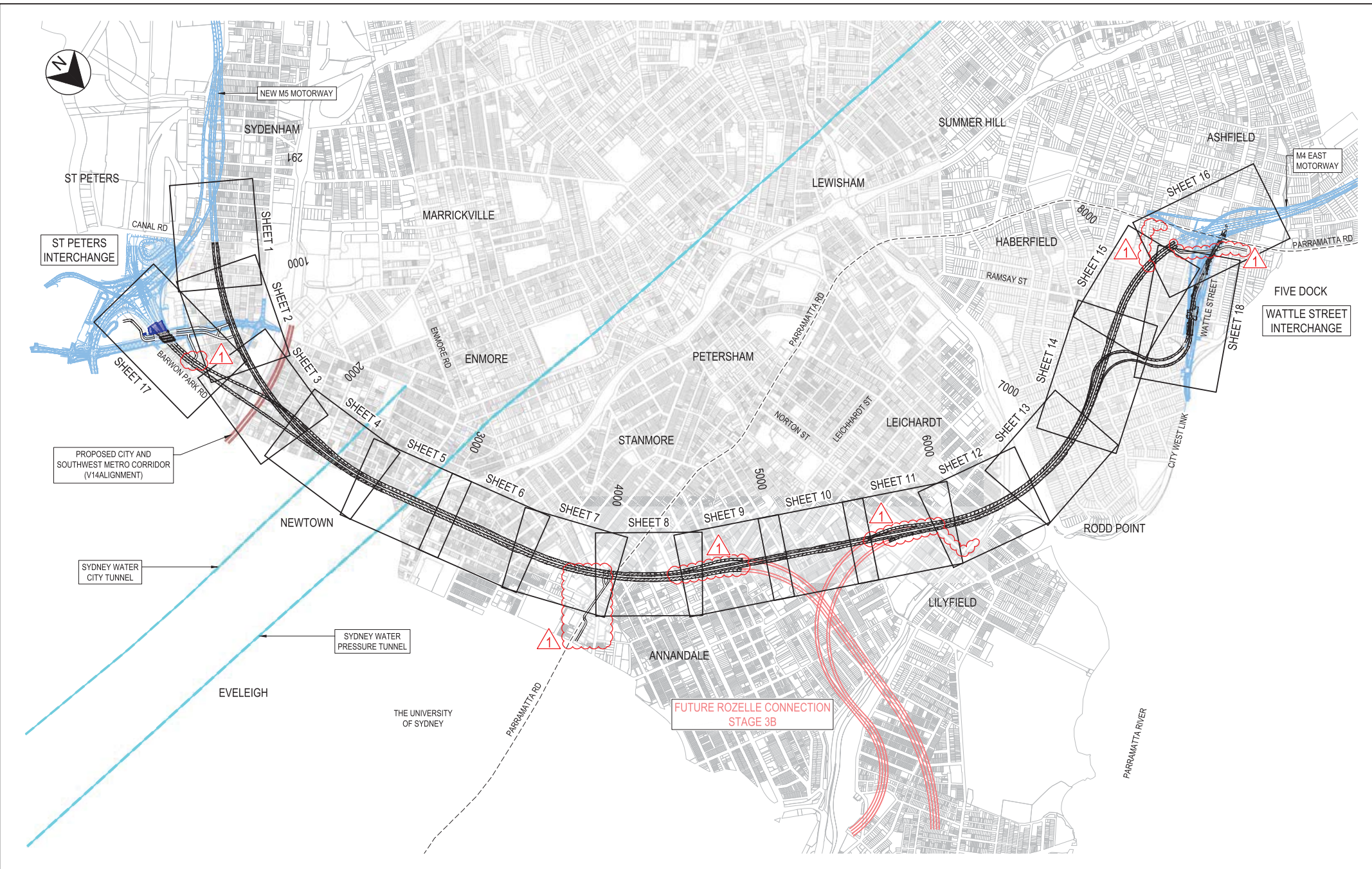


LONGITUDINAL SECTION - MAIN CARRIAGEWAY SOUTHBOUND TUNNEL M120

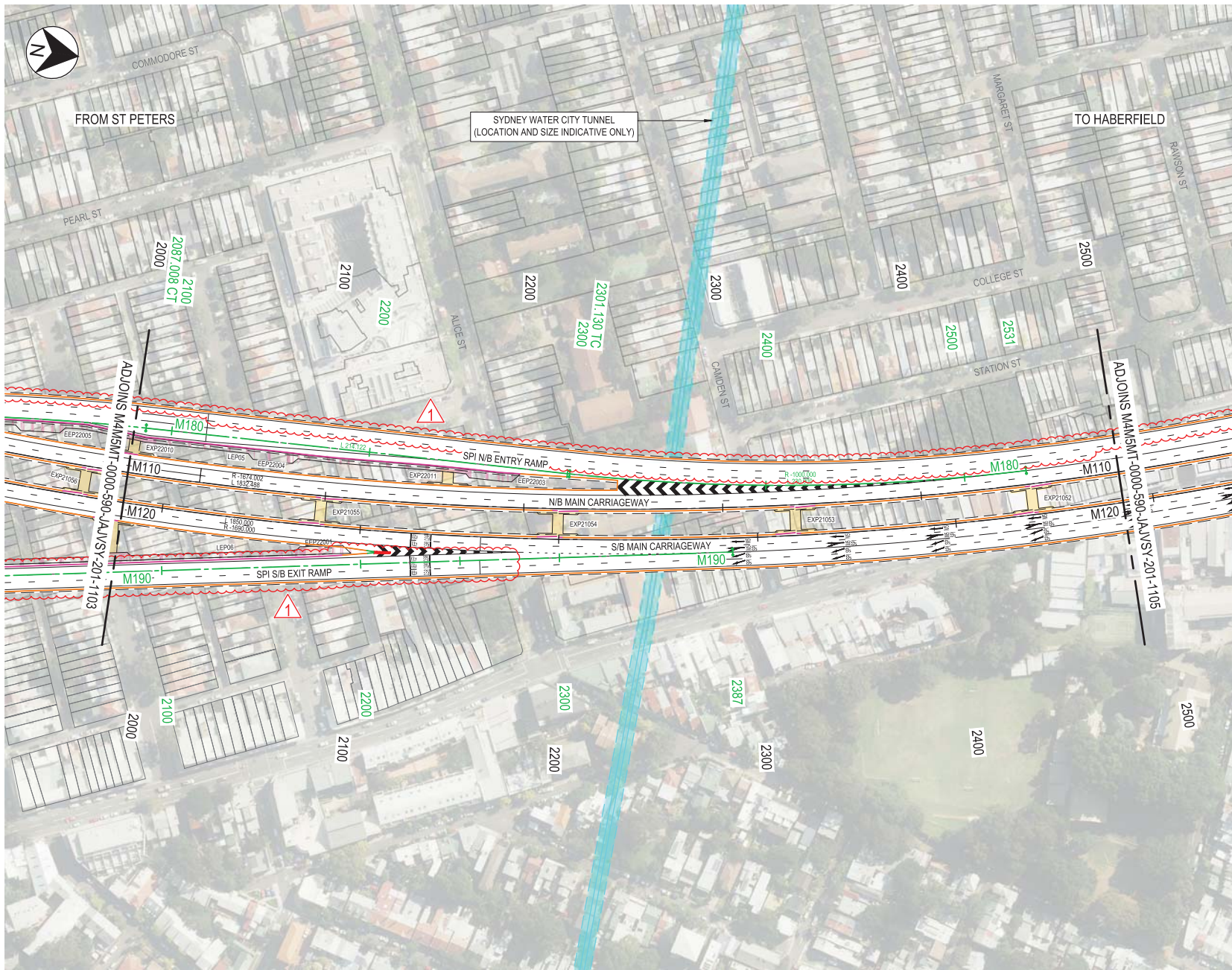
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THIS DRAWING MAY BE PREPARED IN COLOUR AND MAY BE INCOMPLETE IF COPIED



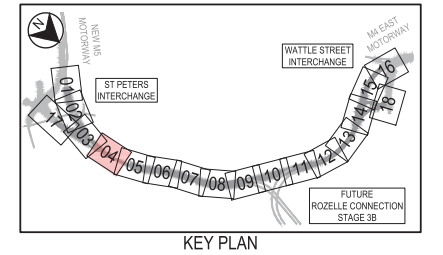
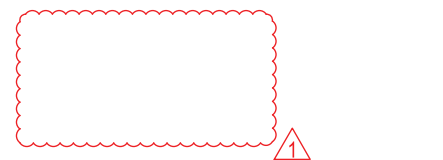
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- LEGEND**
- GENERAL**
- CADASTRAL
 - C-LINE
 - BRIDGING SLAB
 - CUT AND COVER STRUCTURE
 - EXISTING CUT AND COVER STRUCTURE
 - M110 CONTROL LINE - M4 M5 LINK NORTHBOUND TUNNEL
 - M120 CONTROL LINE - M4 M5 LINK SOUTHBOUND TUNNEL
 - M1XX CONTROL LINE - WATTLE STREET INTERCHANGE RAMPS
 - M1XX CONTROL LINE - ST PETERS INTERCHANGE RAMPS
 - M1XX CONTROL LINE - FUTURE ROZELLE CONNECTION STUBS

- EMERGENCY EGRESS SCHEME**
- CROSS PASSAGE
 - LONGITUDINAL EGRESS PASSAGE
 - EXP XXXX IDENTIFIER LABEL
 - EXP = CROSS PASSAGE
 - YXP = VEHICLE CROSS PASSAGE
 - LEP = LONGITUDINAL EGRESS PASSAGE
 - EEP = EMERGENCY EGRESS POINT

- ROAD FURNITURE**
- TYPE F BARRIER SINGLE SIDED (SLOPED BACK)
 - TYPE F BARRIER SINGLE SIDED (FLAT BACK)
 - TYPE F BARRIER SINGLE SIDED MEDIUM PERFORMANCE (FLAT BACK)
 - TYPE F BARRIER SINGLE SIDED
 - TYPE F BARRIER MODIFIED DOUBLE SIDED
 - CRASH CUSHION



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APPROVAL	SCALES ON A3 SIZE DRAWING
C.SHACKELL C.SHACKELL	SCALE 1:2000
CO-ORDINATE SYSTEM	HEIGHT DATUM
MGA ZONE 56	AHD

PACKAGE NUMBER

DRAWINGS / DESIGN PREPARED BY

LENLEASE | SAMSUNG | BOUYGUES
JOINT VENTURE

JAJV
Joint Venture

PLOT DATE / TIME		PLOT BY	
4/05/2018		sutherGJ	
TITLE	NAME	DATE	
DRAWN	G.SUTHERLAND	04.05.2018	
DRG CHECK	A.BEZUIDENHOUT	04.05.2018	
DESIGN	E.WILSON	04.05.2018	
DESIGN CHECK	A.BEZUIDENHOUT	04.05.2018	
DESIGN MNGR	R.FERGUSON	04.05.2018	
PROJECT MNGR	C.SHACKELL	04.05.2018	

S0 - Work in Progress

CHECK PRINT

TENDER

Plot Date: 04 May 2018, - 15:27:36

M4-M5 LINK MAIN TUNNEL WORKS A3

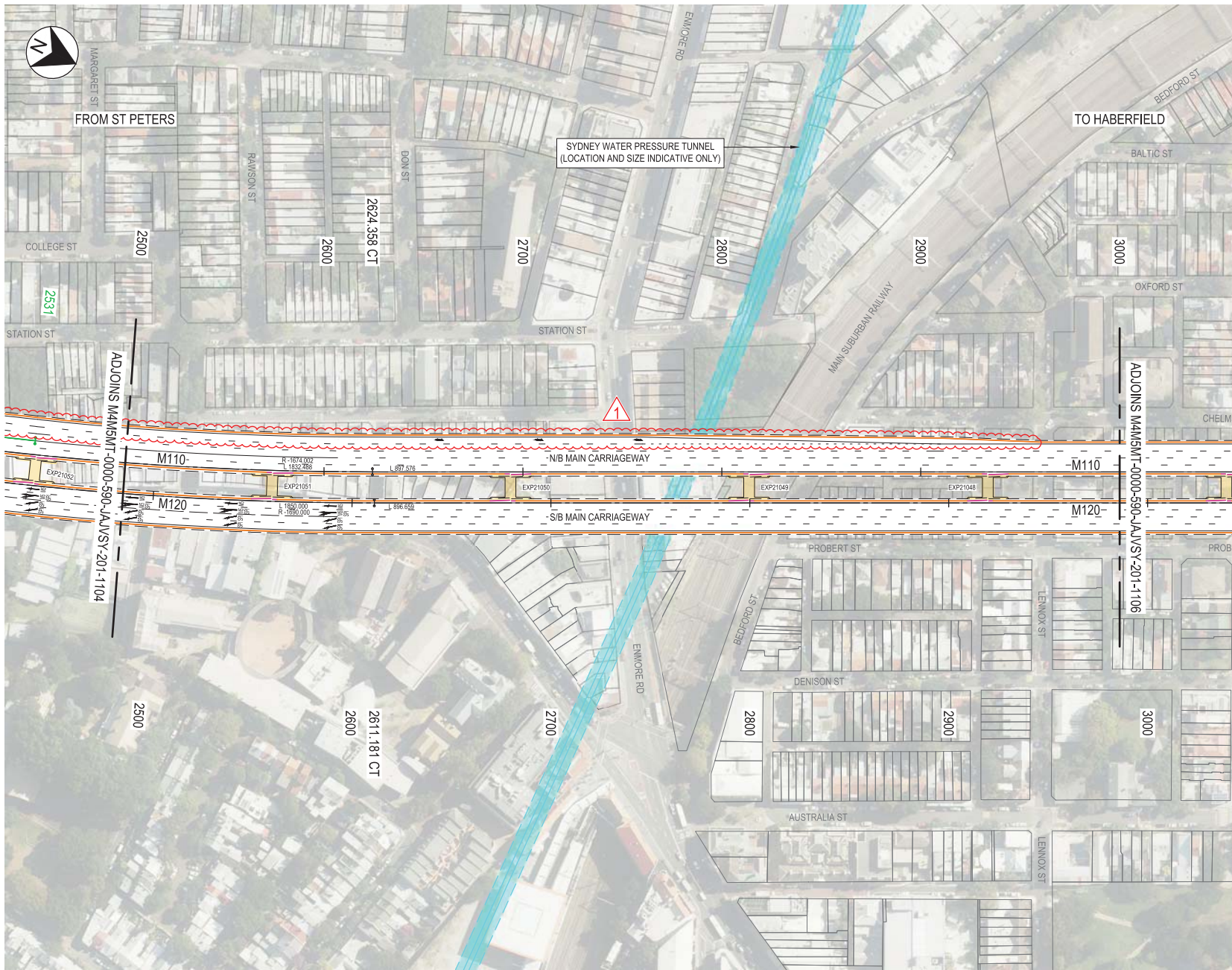
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GENERAL ARRANGEMENT
PLAN - ULTIMATE STATE

CH. 2000 TO 2500 (M110)

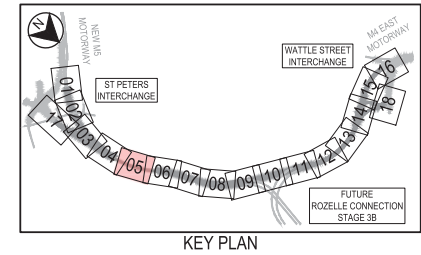
SHEET 4 OF 18

PROJECT	AREA / LOCATION	ROLE	ORIGINATOR	TYPE	NUMBER	REVISION
M4M5MT- 0000 - 590 - JAJVSY - 201 - 1104						

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- LEGEND**
- GENERAL**
- CADASTRAL
 - C-LINE
 - BRIDGING SLAB
 - CUT AND COVER STRUCTURE
 - EXISTING CUT AND COVER STRUCTURE
 - M110 CONTROL LINE - M4 M5 LINK NORTHBOUND TUNNEL
 - M120 CONTROL LINE - M4 M5 LINK SOUTHBOUND TUNNEL
 - M1XX CONTROL LINE - WATTLE STREET INTERCHANGE RAMPS
 - M1XX CONTROL LINE - ST PETERS INTERCHANGE RAMPS
 - M1XX CONTROL LINE - FUTURE ROZELLE CONNECTION STUBS
- EMERGENCY EGRESS SCHEME**
- CROSS PASSAGE
 - LONGITUDINAL EGRESS PASSAGE
 - EXP XXXXX IDENTIFIER LABEL
 - EXP = CROSS PASSAGE
 - YXP = VEHICLE CROSS PASSAGE
 - LEP = LONGITUDINAL EGRESS PASSAGE
 - EPP = EMERGENCY EGRESS POINT
- ROAD FURNITURE**
- TYPE F BARRIER SINGLE SIDED (SLOPED BACK)
 - TYPE F BARRIER SINGLE SIDED (FLAT BACK)
 - TYPE F BARRIER SINGLE SIDED MEDIUM PERFORMANCE (FLAT BACK)
 - TYPE F BARRIER SINGLE SIDED
 - TYPE F BARRIER MODIFIED DOUBLE SIDED
 - CRASH CUSHION



THIS DRAWING MAY BE PREPARED IN COLOUR AND MAY BE INCOMPLETE IF COPIED FROM A SMALLER SIZE ORIGINAL.

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										© Roads and Maritime Services		

SCHEDULE 14

Connections to the Motorway

(Clause 22.2)

Part A – Main Tunnel

On and from the Date of Opening Completion until the Expiry Date:

1. Main Tunnel Works westbound/southbound to New M5 Motorway westbound.
2. New M5 Motorway eastbound to Main Tunnel Works eastbound/northbound.
3. Entry ramp from St Peters Interchange to Main Tunnel Works northbound.
4. Entry ramp from Main Tunnel Works southbound to St Peters Interchange.
5. M4 East Motorway eastbound to Main Tunnel Works eastbound.
6. Main Tunnel Works westbound to M4 East Motorway westbound.
7. Wattle Street northbound to Main Tunnel Works eastbound.
8. Main Tunnel Works westbound to Wattle Street southbound.

Part B – Rozelle Interchange

On and from the Rozelle Interchange Transfer Date until the Expiry Date:

1. Main Tunnel Works eastbound from M4 East and Wattle Street to Anzac Bridge eastbound.
2. Anzac Bridge westbound to Main Tunnel Works westbound to M4 East and Wattle Street.
3. Main Tunnel Works eastbound/northbound from M4 East, Wattle Street New M5 and St Peters Interchange to future Western Harbour Tunnel northbound.
4. Future Western Harbour Tunnel southbound to Main Tunnel Works westbound/southbound to M4 East, Wattle Street, New M5 and St Peters Interchange.
5. Main Tunnel Works northbound from New M5 and St Peters Interchange to Victoria Road northbound/westbound.
6. Victoria Road southbound/eastbound to Main Tunnel Works southbound to New M5 and St Peters Interchange.
7. Main Tunnel Works northbound from New M5 and St Peters Interchange to City West Link eastbound and westbound.
8. City West Link eastbound and westbound to Main Tunnel Works southbound to New M5 and St Peters.

SCHEDULE 15

Not Used

SCHEDULE 16

Senior Project Group

(clause 8.5)

1. CONSTITUTION

- (a) The Senior Project Group will consist of:
 - (i) a person appointed under:
 - (A) clause 8.1 as the representative of RMS; and
 - (B) clause 8.3 in respect of each Trustee as the representative of that Trustee;
 - (ii) 2 persons from each party holding positions more senior to the persons referred to in paragraph 1(a)(i)A; and
 - (iii) such other members as the parties may from time to time agree.
- (b) The persons referred to in paragraph 1(a) may appoint delegates to attend Senior Project Group meetings in their absence and to otherwise discharge their responsibilities under clause 8.5 of this deed and this Schedule 16.

2. OBJECTIVES

The objectives of the Senior Project Group will be to monitor and review the progress of the Project, including to:

- (a) assist in the resolution of any special matters referred to the Senior Project Group by a party, including issues arising in respect of the Third Party Agreements;
- (b) monitor the progress of the Asset Trustee's Activities, SWC Activities and the Project Trustee's Activities; and
- (c) review all progress reports provided in accordance with the Project Documentation Schedule.

3. MEETINGS

- (a) The Senior Project Group will meet:
 - (i) monthly prior to the Date of Completion;
 - (ii) at six monthly intervals between the Date of Completion and the second anniversary of the Date of Completion; and
 - (iii) at such other times as are agreed between the parties between the second anniversary of the Date of Completion and the Expiry Date.
- (b) RMS will convene and chair meetings of the Senior Project Group and will take the minutes of all meetings and distribute the minutes to members of the Senior Project Group.
- (c) RMS:
 - (i) has the right to have representatives of any Authority attend any meeting of the Senior Project Group as observers; and

- (ii) may request a Trustee to procure the attendance of representatives of the State Works Contractor, the O&M Contractor, Subcontractors or any subcontractor, supplier or consultant of them at any meeting of the Senior Project Group and the Trustee must comply with any such request.
- (d) Each Trustee has the right to have a representative of the State Works Contractor, the Subcontractors and the O&M Contractor attend any meeting of the Senior Project Group as an observer.

SCHEDULE 17

Not used

PART C
ADMINISTRATIVE

SCHEDULE 18

Project Plans

(Clause 9.5)

1. PROJECT PLANS

- (a) Each Project Plan must:
- (i) where an initial plan exists for the relevant Project Plan and is contained in Appendices E.6 to E.20 of Part A of the SWTC, be based upon that initial plan;
 - (ii) whether or not an initial plan exists for the relevant Project Plan, be prepared and further developed in accordance with this deed, including this Schedule 18 and section 3.8 of the SWTC; and
 - (iii) contain any relevant contents required under this deed, including as specified in Appendix C.1 of the SWTC.
- (b) Each Project Plan must be initially submitted to the Independent Certifier and RMS's Representative within any relevant time period specified in this deed (including as specified in Appendix C.1 of Part A of the SWTC).
- (c) The parties acknowledge and agree that:
- (i) RMS must provide the Trustees with the following Project Plans in respect of the Rozelle Interchange as a condition precedent to the Rozelle Interchange Transfer Date:
 - (A) the Environmental Management Plan;
 - (B) the Operations and Maintenance Plan;
 - (C) the Traffic Management and Safety Plan; and
 - (D) the Incident Response Plan; and
 - (E) the Sustainability Plan,each of which must comply with the requirements specified in Appendix C.1 of Part B of the SWTC in the form set out in Exhibit M as at the date of this deed;
 - (ii) RMS warrants that, at the Rozelle Interchange Transfer Date, each Project Plan referred to in section 1(c)(i) will be fit for its intended purpose and that compliance by the Trustees with those Project Plans will enable the Trustees to fulfil their obligations under this deed in respect of the Rozelle Interchange; and
 - (iii) on and from the Rozelle Interchange Transfer Date, the Project Trustee must develop each of:
 - (A) the Environmental Management Plan;
 - (B) the Operations and Maintenance Plan;

- (C) the Traffic Management and Safety Plan; and
- (D) the Incident Response Plan; and
- (E) the Sustainability Plan,

in respect of the Main Tunnel and the Rozelle Interchange as a single Project Plan for the Motorway.

2. REVIEW OF PROJECT PLANS

- (a) RMS's Representative may:
 - (i) review any Project Plan submitted under this Schedule 18; and
 - (ii) if the Project Plan submitted does not comply with this deed, notify the Trustee of that within 15 Business Days of the initial submission of the Project Plan.
- (b) If a Trustee receives a notice under section 2(a)(ii) of this Schedule 18, the Trustee must promptly submit an amended Project Plan, or relevant part or component of it, to the Independent Certifier and RMS's Representative.
- (c) RMS's Representative owes no duty to a Trustee to review any Project Plan submitted by the Trustee for errors, omissions or compliance with this deed.

3. PURPOSE OF PROJECT PLANS

Each Trustee acknowledges and agrees that:

- (a) an intended purpose of each Project Plan is for a Trustee to provide a detailed description of how a Trustee intends to carry out the Asset Trustee's Activities and the Project Trustee's Activities in accordance with the requirements of this deed, and ensure that the State Works Contractor carries out the SWC Activities in accordance with the requirements of the Main Tunnel State Works Deed, with respect to the subject matter of each Project Plan; and
- (b) the Project Plans will require ongoing development, amendment and updating throughout the duration of the Asset Trustee's Activities, SWC Activities and the Project Trustee's Activities to take into account:
 - (i) Changes;
 - (ii) changes in Law;
 - (iii) the commencement of new phases or stages of design and construction as shown in the Overall D&C Program;
 - (iv) those events or circumstances expressly identified for each Project Plan including as specified in Appendix C.1 of the SWTC; and
 - (v) any other events or circumstances which occur or come into existence and which have, or may reasonably be expected to have, a material effect on the manner in which a Trustee carries out the Asset Trustee's Activities and the Project Trustee's Activities or the State Works Contractor carries out the SWC Activities.

4. **WARRANTIES AND UNDERTAKINGS**

Each Trustee:

- (a) warrants that each Project Plan will be fit for its intended purpose and that compliance by it with the Project Plans will enable it to fulfil its obligations under this deed and the State Works Contractor to fulfil its obligations under the Main Tunnel State Works Deed;
- (b) must not decrease or otherwise reduce the scope of any Project Plan, or the scope of work or level of effort or expertise required by a Project Plan, or the number of personnel or extent of surveillance required, including any initial Project Plan and any revision of a Project Plan, without the prior written approval of RMS's Representative (which must not be unreasonably withheld); and
- (c) must continue to develop and promptly amend or update the Project Plans:
 - (i) to take into account:
 - (A) the circumstances and events referred to in section 3(b) as those circumstances and events occur or come into existence; and
 - (B) any breach or potential breach of the warranties referred to in section 4(a); and
 - (ii) as otherwise specified in the SWTC, including Appendix C.1 of the SWTC,and promptly submit each further Project Plan to the Independent Certifier and RMS's Representative as it is further developed, amended or updated.

5. **RMS DIRECTION**

If RMS's Representative believes that:

- (a) any Project Plan does not comply with the requirements of this deed; or
- (b) a Trustee has not further developed, updated or amended any Project Plan in accordance with the requirements of section 3(b),

RMS's Representative may by written notice direct the Trustee to further develop, update or amend the Project Plan so that the Project Plan will comply with the requirements of this deed, specifying:

- (c) the reasons why such development, updating or amending is required; and
- (d) the time within which such development, updating or amending must occur,

and the Trustee must:

- (e) further develop, update or amend the Project Plan as directed by RMS's Representative and the Independent Certifier and so that it complies with the requirements of this deed; and
- (f) submit the further developed, updated or amended Project Plan to the Independent Certifier and RMS's Representative within the time specified in section 5(d).

SCHEDULE 19

Monthly Operational Management Reporting Requirements

(Clause 20)

The Project Trustee must provide a Monthly Operational Management Report which:

- (a) is in a format;
 - (i) consistent with the monthly report provided by the Project Trustee to its board of directors; and
 - (ii) otherwise acceptable to RMS, acting reasonably; and
- (b) includes details of the Trustees' and each Trustee's Related Parties':
 - (i) compliance with its obligations under WHS Legislation, the Project WHS Management Plan and clauses 9.7 to 9.9 (inclusive), including a summary of safety statistics meetings, work health and safety issues, safety processes, initiatives and training;
 - (ii) operations and traffic management, including traffic data and performance, significant incidents and operational issues and maintenance lane closures (other than information which is not publicly available);
 - (iii) maintenance activities, broken down into the key areas of work, including toll equipment, mechanical, electrical, IT systems, tunnel fire systems, civil and building, graffiti management and landscaping;
 - (iv) maintenance management activities, including details of any Subcontracts entered into in respect of maintenance activities, improvements, expansions, shutdown works and risk management;
 - (v) training activities;
 - (vi) quality, environment and community issues, including environmental monitoring, incidents of hazardous spills and queries or complaints from members of the community;
 - (vii) traffic volumes for the month to which the Monthly Operational Management Report relates, and historical traffic volumes for the 12 months preceding that month;
 - (viii) issues relating to the availability and reliability of the Motorway; and
 - (ix) any emerging issues, including technical and commercial issues.

SCHEDULE 20

Quality Management

(Clauses 12 and 13)

1. QUALITY MANAGEMENT, VERIFICATION AND CERTIFICATION

- (a) RMS and the Trustees acknowledge that the design and construct project delivery method chosen for the Asset Trustee's Activities, Project Trustee's Activities, Project Works and the Temporary Works:
- (i) requires the Trustees, together with the State Works Contractor (to the extent applicable) to assume responsibility for all aspects of quality for the Asset Trustee's Activities, SWC Activities, Project Trustee's Activities and for the durability of the Project Works and the Temporary Works;
 - (ii) allows the Independent Certifier to observe, monitor, audit and test all aspects of quality in the Asset Trustee's Activities, SWC Activities, Project Trustee's Activities and the durability of the Project Works and the Temporary Works to certify compliance with the requirements of this deed and the Main Tunnel State Works Deed;
 - (iii) requires the Independent Certifier by reviewing and assessing quality in the Asset Trustee's Activities, the SWC Activities, the Project Trustee's Activities and the durability of the Project Works, the Temporary Works and the Motorway, to certify the Trustees' compliance with the requirements of this deed and the State Work Contractor's compliance with the requirements of the Main Tunnel State Works Deed; and
 - (iv) allows RMS's Representative to monitor compliance of the Asset Trustee's Activities, SWC Activities and the Project Trustee's Activities with the requirements of this deed and the Main Tunnel State Works Deed.
- (b) The Asset Trustee must ensure a Quality Manager is engaged who must:
- (i) independently certify the effectiveness and integrity of the Asset Trustee's quality system in achieving conformance with the requirements of this deed;
 - (ii) report to RMS's Representative and the Independent Certifier on quality issues in accordance with the requirements of this deed; and
 - (iii) have the requisite experience and ability to carry out the functions described in sections 1(b)(i) and 1(b)(ii).
- (c) The Asset Trustee must provide to RMS's Representative a certificate executed by the Quality Manager:
- (i) in the form of Appendix A, within 90 Business Days after the date of this deed;
 - (ii) in the form of Appendix B, every 90 Business Days from the date of this deed until the Date of Opening Completion;
 - (iii) in the form of Appendix C, as a condition precedent to Opening Completion; and
 - (iv) in the form of Appendix D, upon the expiry of the last Defects Correction Period.

- (d) The Asset Trustee must provide to RMS's Representative a certificate executed by the Independent Certifier:
 - (i) in the form of Appendix E, within 90 Business Days after the date of this deed;
 - (ii) in the form of Appendix F, every 90 Business Days from the date of this deed until the Date of Opening Completion; and
 - (iii) in the form of Appendix G, upon the expiry of the last Defects Correction Period.
- (e) The Independent Certifier must audit and review each revision of the Quality Plan within 10 Business Days after submission of that plan to RMS's Representative.
- (f) The Asset Trustee must provide to RMS's Representative a certificate executed by the Asset Trustee's Environmental Manager in the form of Appendix H every 95 Business Days from the date of this deed until the Date of Opening Completion.
- (g) The Asset Trustee must provide to RMS's Representative a certificate executed by:
 - (i) the Asset Trustee in the form of Appendix I, in accordance with clauses 13.3(c)(i) and 13.3(c)(iii) of this deed;
 - (ii) the Subcontractor in the form of Appendix J, in accordance with clause 13.3(c)(ii) of this deed; and
 - (iii) the Independent Certifier in the form of Appendix K, in accordance with clause 13.3(c)(i) of this deed.

2. **HOLD POINTS**

The Asset Trustee must comply with the Hold Point procedures required by this deed, and ensure that the State Works Contractor complies with the Hold Point procedures required by this deed and the Main Tunnel State Works Deed, including as inserted in Project Plans by the Independent Certifier pursuant to clause 12.3(d)(iii).

3. **PROJECT QUALITY NON-CONFORMANCE**

- (a) The Asset Trustee must comply with, and ensure that the State Works Contractor complies with, the procedure for non-conformances set out in Appendix C.7 of Part A of the SWTC and the Quality Plan. Further to the provisions of clause 7.3(b) of AS/NZS ISO 9001-2016, the use, release or acceptance of nonconforming work can only be given by RMS's Representative, in its absolute discretion and without being under any obligation to do so.
- (b) Corrective actions implemented under the Asset Trustee's quality system must comply with the requirements of this deed including the SWTC.
- (c) The Asset Trustee must promptly issue all documents relating to quality non-conformances to RMS's Representative.

4. **MONITORING AND AUDITS**

The Trustees must:

- (a) in respect of the Asset Trustee and the State Works Contractor, have the Asset Trustee's and the State Works Contractor's compliance with the Project Plans audited at intervals not exceeding 6 months during the Project Works and, in

respect of the Project Trustee, have the Project Trustee's compliance with the Project Plans audited at intervals not exceeding 12 months during the Term at its cost by an independent auditor who is acceptable to RMS;

- (b) permit representatives of RMS and the Independent Certifier to be present during such audits; and
- (c) deliver 2 copies of each audit report to RMS and the Independent Certifier within 5 Business Days of its completion.

5. **TESTING**

The Asset Trustee must carry out, and ensure that the State Works Contractor carries out, all tests required:

- (a) by this deed; or
- (b) otherwise directed by RMS's Representative.

The costs of a test which is directed by RMS's Representative and which is not otherwise required by this deed will be borne by RMS unless the test detects a Defect or is upon a Defect.

Appendix A

WestConnex M4-M5 Link Project (Project)

(Clause 12.1 and Schedule 20)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(c)(i) of Schedule 20 to the deed between RMS, WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) (**Asset Trustee**) and WCX M4-M5 Link PT Pty Limited (ACN 624 153 788) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375) (**Project Trustee**) with respect to the Main Tunnel, I hereby certify that the Asset Trustee's Quality Management System under clause 12.1 and Schedule 20 of the deed is in accordance with RMS's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by

[**Quality Manager**]

Appendix B

WestConnex M4-M5 Link Project (Project)

(Clause 12.1 and Schedule 20)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(c)(ii) of Schedule 20 of the deed between RMS, WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) (**Asset Trustee**) and WCX M4-M5 Link PT Pty Limited (ACN 624 153 788) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375) (**Project Trustee**) dated [] with respect to the Main Tunnel, I hereby certify that between the following dates [**Insert dates of preceding 90 Business Day period**]:

- (a) the Asset Trustee's Quality Management System under clause 12.1 and Schedule 20 of the deed was in accordance with AS/NZS ISO 9001 - 2016 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Asset Trustee's Quality Management System were in accordance with AS/NZS ISO 9001 - 2016;
- (c) the Asset Trustee complied with and satisfied the requirements of RMS's General Specification Q6;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Asset Trustee was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the RMS's Representative and the Independent Certifier in accordance with the deed.

.....

Signed by

[**Quality Manager**]

Appendix C

Completion - WestConnex M4- M5 Link Project (Project)

(Clause 12.1 and Schedule 20)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(c)(iii) of Schedule 20 of the deed between RMS, WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) (**Asset Trustee**) and WCX M4-M5 Link PT Pty Limited (ACN 624 153 788) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375) (**Project Trustee**) dated [] with respect to the Main Tunnel, I hereby certify in relation to the Project Works that:

- (a) the Asset Trustee has complied with and satisfied the requirements of RMS's General Specification Q6;
- (b) the Asset Trustee has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 13.3 of the deed, subject to minor Defects as referred to in Part A of Schedule 24;
- (c) the release of all Hold Points has been undertaken in accordance with the deed; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and RMS's Representative in accordance with the deed.

.....

Signed by

[**Quality Manager**]

Appendix D

WestConnex M4-M5 Link Project (Project)

(Clause 12.1 and Schedule 20)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(c)(iv) of Schedule 20 of the deed between RMS, WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) (**Asset Trustee**) and WCX M4-M5 Link PT Pty Limited (ACN 624 153 788) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375) (**Project Trustee**) dated [] with respect to the Main Tunnel, I hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the Asset Trustee has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to the Independent Certifier and RMS's Representative in accordance with the deed.

.....

Signed by

[**Quality Manager**]

Appendix E

WestConnex M4-M5 Link Project (Project)

(Clause 12.1 and Schedule 20)

To: RMS's Representative

From: Arcadis Australia Pacific Pty Ltd (ACN 104 485 289)

In accordance with the terms of section 1(d)(i) of Schedule 20 of the deed between RMS, WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) (**Asset Trustee**) and WCX M4-M5 Link PT Pty Limited (ACN 624 153 788) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375) (**Project Trustee**) dated [] with respect to the Main Tunnel, we hereby certify that the Asset Trustee's Quality Management System under clause 12.1 and Schedule 20 of the deed is in accordance with RMS's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by and on behalf of

Arcadis Australia Pacific Pty Ltd

Appendix F

WestConnex M4-M5 Link Project (Project)

(Clause 12.1 and Schedule 20)

To: RMS's Representative

From: Arcadis Australia Pacific Pty Ltd (ACN 104 485 289)

In accordance with the terms of section 1(d)(ii) of Schedule 20 of the deed between RMS, WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) (**Asset Trustee**) and WCX M4-M5 Link PT Pty Limited (ACN 624 153 788) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375) (**Project Trustee**) dated [] with respect to the Main Tunnel, we hereby certify that between the following dates [*Insert dates of preceding 90 Business Day period*]:

- (a) the Asset Trustee's quality system under clause 12.1 and Schedule 20 of the deed is in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Asset Trustee's Quality Management System are in accordance with AS/NZS ISO 9001;
- (c) the Asset Trustee has complied with and satisfied the requirements of RMS's General Specification Q6;
- (d) the release of Hold Points has been undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Asset Trustee has been undertaken in accordance with the deed, including Part A of the SWTC; and
- (f) that documentation has been recorded and submitted to RMS's Representative in accordance with the deed.

.....

Signed by

Arcadis Australia Pacific Pty Ltd

Appendix G

WestConnex M4-M5 Link Project (Project)

(Clause 12.1 and Schedule 20)

To: RMS's Representative

From: Arcadis Australia Pacific Pty Ltd (ACN 104 485 289)

In accordance with the terms of section 1(d)(iii) of Schedule 20 of the deed between RMS, WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) (**Asset Trustee**) and WCX M4-M5 Link PT Pty Limited (ACN 624 153 788) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375) (**Project Trustee**) dated [] with respect to the Main Tunnel, we hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the Asset Trustee has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to RMS's Representative in accordance with the deed.

.....

Signed by

Arcadis Australia Pacific Pty Ltd (ACN 104 485 289)

Appendix H

WestConnex M4-M5 Link Project (Project)

(Clause 12.1 and Schedule 20)

To: RMS's Representative

From: [**Environmental Manager**]

In accordance with the terms of section 1(f) of Schedule 20 of the deed between RMS, WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) (**Asset Trustee**) and WCX M4-M5 Link PT Pty Limited (ACN 624 153 788) in its personal capacity and in its capacity as the trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375) (**Project Trustee**) dated [] with respect to the Main Tunnel, I hereby certify that between the following dates [**Insert dates of preceding 95 Business Day period**]:

- (a) the Asset Trustee's Environmental Management System under section 3.3.1 of Part A of the SWTC was in accordance with AS/NZS ISO 14001 - 2016;
- (b) any Subcontractors' Environmental Management Systems which form a part of the Asset Trustee's Environmental Management System were in accordance with AS/NZS ISO 14001 - 2016;
- (c) the Asset Trustee complied with and satisfied the requirements of RMS set out in section 3.3 of Part A of the SWTC and in the Environmental Documents;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Asset Trustee was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the Independent Certifier and the RMS's Representative in accordance with the deed.

.....

Signed by

[**Environmental Manager**]

Appendix I

WestConnex M4-M5 Link Project (Project)

(Clause 13.3(c)(i) and 13.3(c)(iii), Schedule 20 and Project Documentation Schedule)

Asset Trustee Design Certificate

To: RMS's Representative

From: [Asset Trustee]

In accordance with the terms of clause 13.3(c) of the "WestConnex M4-M5 Link Project Deed" (**Project Deed**), the Asset Trustee certifies that the attached Design Documentation:

- (a) is appropriate for construction;
- (b) complies with the Project Deed (to the extent applicable to the Project Works) including Part A of the SWTC and, in particular, the durability requirements in [insert] and the design life requirements in section 5.8 of Part A of the SWTC; and
- (c) does not involve or constitute a Change which has not been the subject of a Change Order or a notice issued by the Asset Trustee under section 2.3 of the Change Procedure or a notice under clause 14 of the Project Deed.

.....
Signed by

[Asset Trustee]

Appendix J

WestConnex M4-M5 Link Project (Project)

(Clause 13.3(c)(ii), Schedule 20 and Project Documentation Schedule)

Subcontractor Design Certificate

To: RMS's Representative

From: [**Subcontractor**] (ABN [])

In accordance with the terms of clause [*insert*] of the [*Insert description of Subcontract*], the Subcontractor certifies that the attached Design Documentation:

- (a) is appropriate for construction; and
- (b) complies with the Project Deed (to the extent applicable to the Project Works) and this deed including Part A of the SWTC and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of Part A of the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work.

.....
Signed by

[**Subcontractor**]

Appendix K

WestConnex M4-M5 Link Project (Project)

(Clause 13.3(c)(i), Schedule 20 and Project Documentation Schedule)

Independent Certifier Design Certificate

To: RMS's Representative

From: Arcadis Australia Pacific Pty Ltd (ACN 104 485 289)

In accordance with the terms of clause 13.3(c) of the "WestConnex M4-M5 Link Project Deed" (**Project Deed**), the Independent Certifier verifies that the attached Design Documentation:

- (a) is appropriate for construction; and
- (b) complies with the Project Deed (to the extent applicable to the Project Works) and this deed including Part A of the SWTC and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of Part A of the SWTC.

.....
Signed by

Arcadis Australia Pacific Pty Ltd (ACN 104 485 289)

SCHEDULE 21

Change Procedure

(Clause 14)

1. CHANGES PROPOSED BY RMS

1.1 Change Proposal

- (a) RMS may at any time issue to a Trustee a notice titled "Change Proposal" setting out the details of a proposed Change which RMS is considering, including:
- (i) RMS's proposed requirements for the implementation of the proposed Change;
 - (ii) Not used; and
 - (iii) any specific information that RMS requires a Trustee to include in its Trustee Change Notice or that may be relevant to the preparation of the Trustee Change Notice.
- (b) Each Trustee acknowledges that RMS may issue a Change Proposal that decreases, omits, deletes or removes work from the scope of the:
- (i) Project Works;
 - (ii) Temporary Works;
 - (iii) the D&C Phase Maintenance;
 - (iv) the Asset Renewal; or
 - (v) O&M Work,
- (Excluded Works)** and may carry out that Excluded Works itself or may engage another person to carry out the Excluded Works on its behalf.
- (c) Except:
- (i) as directed in a Change Order; or
 - (ii) in respect of a Change contemplated in clauses 7.4(a), 22A.2(b), 25.2 and 39.1(c)(i) and section 4 of Schedule 33A,
- a Trustee will not be entitled to:
- (iii) make any Claim against RMS arising out of, or in any way in connection with, a Change proposed by RMS; or
 - (iv) vary or change the Project Works, the Temporary Works, the D&C Phase Maintenance, the Asset Renewal or the O&M Work.

1.2 Trustee Change Notice

As soon as practicable and in any event within 30 Business Days after receipt of a "Change Proposal" from RMS under section 1.1(a), the relevant Trustee must provide RMS with a notice (**Trustee Change Notice**) setting out detailed particulars of:

- (a) estimated costs comprised of the Change Costs the Trustees or the State Works Contractor will incur, or the Change Savings the Trustees or the State Works Contractor will derive, by carrying out the proposed Change (which may include Trustees' Delay Costs if applicable), substantiated (to the full extent possible) with a detailed breakdown (including an indicative program of when costs will be incurred). Where reasonably requested by RMS, to the extent that the Change is a Change to the Project Works or the Temporary Works, the component of the Change Costs that relates to the costs incurred by the Contractor (if any) will, where relevant, be based on the rates set out in Schedule 31A of the D&C Deed.;
- (b) the basis (if any) on which the Trustees would be prepared to fund the whole or part of the Change and the cost difference if a Trustee, rather than RMS, funds the Change;
- (c) the effect (if any) the Asset Trustee and the State Works Contractor anticipates the Change will have on the Overall D&C Program and the Asset Trustee and the State Works Contractor achieving a Rozelle Interface Milestone by the applicable Rozelle Interface Milestone Date, Rozelle Interface Works Completion by the Date for Rozelle Interface Works Completion, Opening Completion by the Date for Opening Completion and achieving Completion by the Date for Completion;
- (d) if the proposed Change will delay the Asset Trustee or the State Works Contractor in achieving a Rozelle Interface Milestone, Rozelle Interface Works Completion, Opening Completion or Completion (as applicable), state the number of days for which the Date for Rozelle Interface Works Completion, the Date for Opening Completion or the Date for Completion (as applicable) should be adjusted to account for the delay together with the basis of calculating that period;
- (e) if the Change is proposed to be carried out after a Rozelle Interface Milestone Date, the Date of Rozelle Interface Works Completion, the Date of Opening Completion or the Date of Completion (as applicable), the time within which the proposed Change will be implemented;
- (f) the effect the Trustees and the State Works Contractor anticipate the Change will have on the performance of the Asset Trustee's Activities, the Project Trustee's Activities, the SWC Activities, the Project Works, the Temporary Works, the Asset Renewal, the D&C Phase Maintenance and the O&M Work (including specific details of the work that will be affected and how and to what extent it will be affected);
- (g) the effect the Trustees and the State Works Contractor anticipate the Change will have on the functionality or integrity of the elements of the Asset Trustee's Activities, the Project Trustee's Activities, the SWC Activities, the Project Works, the Temporary Works, the Asset Renewal, the D&C Phase Maintenance and the O&M Work and the quality or performance standards required by this deed, including specific details of:
 - (i) the elements of the Asset Trustee's Activities, the Project Trustee's Activities, the SWC Activities, the Project Works, the Temporary Works, the Asset Renewal, the D&C Phase Maintenance and the O&M Work that will be affected;
 - (ii) how and to what extent the functionality or integrity of those elements will be affected;
 - (iii) the quality or performance standards affected and how and to what extent they will be affected;

- (iv) any adverse effect which the Change will have on the ability of a Trustee to satisfy its obligations under this deed or the State Works Contractor to satisfy its obligations under the Main Tunnel State Works Deed (including any warranties a Trustee is required to give under this deed or the State Works Contractor is required to give under the Main Tunnel State Works Deed); and
- (v) any adverse effect which the Change will have on the Trustees ability to achieve Final Handover in accordance with the requirements of this deed;
- (h) any other information concerning the proposed Change which RMS's Representative reasonably requires, including:
 - (i) sufficient detail to allow RMS to reconsider the need for the Change; and
 - (ii) whether any land in addition to the Construction Site or the Maintenance Site is required to implement the Change; and
- (i) the period within which the Trustee Change Notice remains valid for acceptance by RMS, which must be a reasonable period of not less than 20 Business Days after the date of the Trustee Change Notice (**Validity Period**),

and RMS will not be obliged to proceed with any Change proposed in a "Change Proposal".

1.3 Trustee Change Notice Requirements

- (a) The Trustees must ensure that the Trustee Change Notice is prepared:
 - (i) so as to avoid, as far as practicable, the need for a new Approval or a change to an existing Approval for the implementation of the Change;
 - (ii) on an Open Book Basis with respect to:
 - (A) the relevant Trustee's and the State Works Contractor's internal costs; and
 - (B) the costs of the Contractors and O&M Contractor (and to this end the Trustees must allow RMS review and audit rights sufficient to verify that the Trustee Change Notice has been prepared in accordance with the requirements of this deed (including the definitions of "Change Costs" and "Change Savings"));
 - (iii) assuming the Trustees and the State Works Contractor are willing, efficient and competent providers of the Change in an efficient and competitive market;
 - (iv) in a manner which is consistent with the reasonable requirements of RMS for the implementation of the Change and which includes any specific information required by RMS in the Change Proposal;
 - (v) having regard to minimising:
 - (A) the disruption to road users;
 - (B) delay in achieving the Rozelle Interface Milestones, Rozelle Interface Works Completion, Opening Completion or Completion, to the extent that it has not yet been achieved; and
 - (C) any adverse safety impacts of the Change;

- (vi) in a manner which ensures that all appropriate insurances relevant to the Change are taken out and maintained consistently with those that would have been required by RMS if the Change had been included in the Asset Trustee's Activities, Project Trustee's Activities, Project Works, the Temporary Works, the Asset Renewal, the D&C Phase Maintenance or O&M Work as applicable, as at the date of this deed (unless RMS otherwise determines); and
 - (vii) in a manner so that there is no double counting.
- (b) If RMS issues a Change Proposal in respect after the Date of Completion:
- (i) RMS may require the Trustees to conduct a tender process for all or part of the works which would be required to effect the Change;
 - (ii) the tender process must be conducted consistently with the NSW Government's procurement policies in their form as at the date of RMS's Change Proposal (subject to necessary changes agreed between RMS and the Trustees (acting reasonably) to reflect that the Trustees are private companies rather than Authorities); and
 - (iii) the Trustees must:
 - (A) have regard to the outcome of the tender process (including the tender costs) in the Trustee Change Notice; or
 - (B) if the Trustees had issued the Trustee Change Notice, amend the Trustee Change Notice to have regard to the outcome of the tender process (including the tender costs) and re-issue the Trustee Change Notice to RMS.

1.4 Election by RMS

Within the Validity Period, RMS must either:

- (a) advise the Trustees that RMS:
 - (i) requires further information and/or clarification with respect to the Trustee Change Notice; and/or
 - (ii) has altered the scope of the Change Proposal;
- (b) accept the Trustee Change Notice in whole and:
 - (i) if the Trustee Change Notice contains any options, nominate which option or options RMS accepts;
 - (ii) not used;
- (c) reject the whole of the Trustee Change Notice; or
- (d) except in the case of a Change contemplated in clauses 7.4(a), 22A.2(b), 25.2 or 39.1(c)(i) and section 4 of Schedule 33A, withdraw the proposed Change,

by notice in writing to the Trustees (which in the case of section 1.4(b) must be titled "Change Order").

1.5 Further information or altered scope

If RMS issues a notice in accordance with section 1.4(a), the Trustees must provide RMS with an updated Trustee Change Notice addressing the issues raised by RMS within 30 Business Days after receipt of RMS's notice.

1.6 **Acceptance of the Trustee Change Notice**

If RMS accepts the Trustee Change Notice in accordance with section 1.4(b):

- (a) the Trustees must proceed to implement (or procure the implementation of) the Change on the basis of the Trustee Change Notice; and
- (b) each Trustee's obligations under this deed, and the State Work's Contractor's obligations under the Main Tunnel State Works Deed, will be varied in each case to the extent specified in the Trustee Change Notice (as accepted by RMS).

1.7 **Rejection of the Trustee Change Notice**

(a) If RMS rejects the Trustee Change Notice in accordance with section 1.4(c), RMS may require that:

- (i) within a period of 5 Business Days after the date of RMS's notice under section 1.4(b) or section 1.4(c), the parties commence consultation in good faith, and use their reasonable endeavours to agree on a mutually acceptable resolution to the matters set out in the Trustee Change Notice which are in dispute;
- (ii) if the Trustee Change Notice does not accurately set out the Trustee's entitlements in accordance with the requirements of this deed or comply with the requirements of the Change Proposal, the Trustee amend and resubmit the Trustee Change Notice; and/or
- (iii) if the Date of Completion has occurred, the Trustees conduct a tender process (if it has not already done so) in accordance with paragraph 2.3(b).

(b) If the parties reach agreement on the disputed matters in the Trustee Change Notice and RMS directs the Trustees to proceed with the Change (by notice titled "Change Order"):

- (i) the Trustees must proceed to implement (or procure the implementation of) the Change on the basis of the Trustee Change Notice (as varied by the parties' agreement, as recorded in the "Change Order", on the matters in the Trustee Change Notice which were in dispute); and
- (ii) each Trustee's obligations under this deed, and the State Works Contractor's obligations under the Main Tunnel State Works Deed, will be varied in each case to the extent specified in the Trustee Change Notice (as varied by the parties' agreement, as recorded in the "Change Order", on the matters in the Trustee Change Notice which were in dispute).

(c) If the parties are unable to reach agreement under section 1.7(a) within 10 Business Days after the later of:

- (i) the commencement of the consultation; or
- (ii) the outcome of the tender process is advised to RMS (if applicable),

RMS may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedure. In resolving the dispute under the Dispute Resolution Procedure, the parties will, and will direct the expert or arbitrator to:

- (i) have regard to the principles set out in section 1.3, to the extent relevant;
 - (ii) assume that funding for the Change will be provided by RMS, unless the parties otherwise agree; and
 - (iii) determine all matters required to enable the Change to be implemented.
- (d) If RMS refers the matter for dispute resolution, RMS may also direct the Trustees to proceed to implement (or procure the implementation of) the Change by a notice titled "Change Order" whether or not the matters in dispute have been agreed or determined in accordance with the Dispute Resolution Procedure. If RMS gives such a notice:
- (i) the disputed matters will, until RMS and the Trustees otherwise agree or a determination is made in accordance with the Dispute Resolution Procedure, be reasonably determined by RMS. In making its determination, RMS will:
 - (A) have regard to the principles set out in section 1.3, to the extent relevant;
 - (B) assume that funding for the Change will be provided by RMS, unless the parties otherwise agree; and
 - (C) determine all disputed matters required to enable the Change to be implemented, including the changes required to any Project Documents within 18 Business Days of the referral of the Dispute;
 - (ii) the Trustees must proceed to implement (or procure the implementation of) the Change on the basis determined reasonably by RMS, notwithstanding that the matters in dispute have not been agreed or determined in accordance with the Dispute Resolution Procedure; and
 - (iii) any necessary adjustments will be made following the resolution of the matters in dispute.
- (e) Following resolution of the dispute referred for dispute resolution under section 1.7(c), RMS must (unless it has already exercised its right under section 1.7(d)) elect to do either of the following:
- (i) require the Trustees to proceed to implement (or procure the implementation of) the Change in accordance with the Trustee Change Notice as varied by the resolution; or
 - (ii) except in the case of a Change contemplated in clauses 7.4(a), 22A.2(b), 25.2 or 39.1(c)(i) and section 4 of Schedule 33A, withdraw the proposed Change,
- by notice to the Trustees (which in the case of section 1.7(e)(i) must be titled "Change Order").
- (f) If RMS gives the Trustees a Change Order pursuant to section 1.7(e)(i):
- (i) the Trustees must proceed to implement (or procure the implementation of) the Change in accordance with the Trustee Change Notice (as varied by the resolution, once made); and
 - (ii) each Trustee's obligations under this deed, and the State Works Contractor's obligations under the Main Tunnel State Works Deed, will be varied in each

case to the extent specified in the Trustee Change Notice (as varied by the resolution, once made).

1.8 **Withdrawal of the proposed Change**

If RMS withdraws the Change Proposal in accordance with section 1.4(d) or section 1.7(e)(ii), the Trustees and the State Works Contractor are not obliged or permitted to carry out the Change Proposal.

1.9 **RMS may instruct the Trustees to proceed**

(a) Whether or not:

- (i) RMS has issued a Change Proposal under section 1.1(a); or
- (ii) a Trustee has issued a Trustee Change Notice in response to a Change Proposal under section 1.2,

RMS may at any time instruct the Trustees to implement a Change by issuing a notice titled "Change Order". In these circumstances the matters set out in sections 1.2(a) and 1.2(c) will, until RMS and the Trustees otherwise agree or a determination is made in accordance with the Dispute Resolution Procedure, be reasonably determined by RMS.

(b) In making its determination, RMS will:

- (i) have regard to the principles set out in section 1.3, to the extent relevant;
- (ii) assume that funding for the Change will be provided by RMS, unless the parties otherwise agree; and
- (iii) determine all matters required to enable the Change to be implemented within 15 Business Days of issue of the relevant Change Order referred to in section 1.9(a).

(c) If a Trustee disagrees with a matter determined by RMS under this section 1.9:

- (i) the Trustees may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedure;
- (ii) the Trustees must proceed to implement (or procure the implementation of) the Change on the basis determined by RMS notwithstanding that the matters in dispute have not been agreed or determined in accordance with the Dispute Resolution Procedure; and
- (iii) any necessary adjustments will be made following the resolution of the matters in dispute.

2. **CHANGES PROPOSED BY TRUSTEES**

2.1 **No Change without consent**

A Trustee must not, and must procure that the State Works Contractor and their respective Related Parties do not, undertake any Change without RMS's prior consent.

2.2 **Trustee proposal**

(a) A Trustee may propose a Change to RMS by giving RMS a written notice with details of:

- (i) the proposed Change;
 - (ii) the reason for the proposed Change;
 - (iii) the Trustee's estimate of the Change Costs it or the State Works Contractor will incur, or the Change Savings it or the State Works Contractor will derive, by carrying out the proposed Change, substantiated (to the full extent possible) with a detailed breakdown;
 - (iv) the effect of the proposed Change on the Asset Trustee's Activities, the SWC Activities and the Project Trustee's Activities;
 - (v) the time within which the proposed Change will be implemented and the manner in which the Trustee proposes to implement (or procure the implementation of) the Change;
 - (vi) the effect of the proposed Change on the Overall D&C Program, the Rozelle Interface Milestone Dates, the Date for Rozelle Interface Works Completion, the Date for Opening Completion and the Date for Completion; and
 - (vii) the effect the Trustee and the State Works Contractor anticipates the Change will have on the functionality or integrity of the elements of the Asset Trustee's Activities, the SWC Activities and the Project Trustee's Activities, the Project Works, the Temporary Works, the Asset Renewal and the O&M Work and the quality or performance standards required by this deed and the Main Tunnel State Works Deed, including specific details of:
 - (A) the elements of the Asset Trustee's Activities, the SWC Activities, the Project Trustee's Activities, the Project Works, the Temporary Works, the Asset Renewal and the O&M Work that will be affected;
 - (B) how and to what extent the functionality or integrity of those elements will be affected;
 - (C) the quality or performance standards affected and how and to what extent they will be affected;
 - (D) any adverse effect which the Change will have on the ability of a Trustee to satisfy its obligations under this deed or the State Works Contractor to satisfy its obligations under the Main Tunnel State Works Deed (including any warranties each Trustee is required to give under this deed or the State Works Contractor is required to give under the Main Tunnel State Works Deed); and
 - (E) any adverse effect which the Change will have on the Trustees ability to achieve Final Handover in accordance with the requirements of this deed.
- (b) If a Trustee proposes a Change under this section 2.2, the Trustee will, if required by RMS, give to RMS:
- (i) a written statement from the Trustee and, if applicable, the State Works Contractor stating that the proposed Change:
 - (A) will not adversely affect the functional integrity of any of the elements of the Asset Trustee's Activities, the Project Trustee's Activities, the SWC Activities, the Project Works, the Temporary Works and the D&C Phase Maintenance and the performance

standards required by this deed and the Main Tunnel State Works Deed; and

- (B) will not adversely affect the quality standards, warranties and other obligations required under this deed or the Main Tunnel State Works Deed;
- (ii) a written statement confirming that the Trustee and/or the State Works Contractor has appropriate financial and technical resources to undertake the proposed Change; and
- (iii) any other information and supporting documentation RMS's Representative reasonably requires.

2.3 RMS may approve or reject

- (a) Subject to section 2.3(b), RMS:
 - (i) (in its absolute discretion) may, by notice in writing, approve (with or without conditions) or reject any Change a Trustee proposes; and
 - (ii) will be under no obligation to approve any such Change for the convenience of, or to assist, the Trustees or the State Works Contractor.
- (b) If, prior to the Date of Opening Completion:
 - (i) an event or circumstance occurs which prevents the Asset Trustee from achieving a Rozelle Interface Milestone, Rozelle Interface Works Completion, Opening Completion or Completion, other than an event or circumstance arising as a consequence of:
 - (A) a Trustee's or the State Works Contractor's failure to comply with its obligations under a Project Document;
 - (B) a breach by a Trustee or the State Works Contractor of its warranties under a Project Document;
 - (C) a wrongful act or omission of a Trustee, the State Works Contractor or any of their respective Related Parties; or
 - (D) a failure by a Trustee, the State Works Contractor or any of their respective Related Parties to comply with any Law; and
 - (ii) the Asset Trustee proposes a Change to the SWTC pursuant to section 2.2 to enable the Asset Trustee to complete the Project Works at the Asset Trustee's cost and risk,

then RMS must act reasonably in considering the proposed Change.

- (c) Prior to giving any notice under section 2.3(d), RMS's Representative may seek to negotiate with a Trustee over the amount of the Change Costs or Change Savings arising from the proposed Change. If the parties agree the amount of the Change Costs or Change Savings arising from the proposed Change, the Trustee's notice will be deemed to be amended by the inclusion of this different amount of Change Costs or Change Savings in place of the original Change Costs or Change Savings notified by the Trustee.

- (d) If RMS approves a Change proposed by a Trustee:
 - (i) RMS will issue a written notice entitled "Change Order";
 - (ii) the Trustees must thereafter implement (or procure the implementation of) the Change on the basis approved by RMS; and
 - (iii) each Trustee's obligations under this deed, and the State Works Contractor's obligations under the Main Tunnel State Works Deed, will be varied in each case to the extent specified in the Trustee's notice issued under section 2.2(a) and approved by RMS.

2.4 **Trustee risk**

Unless otherwise agreed in writing by RMS, the Trustees will:

- (a) bear all risk and costs:
 - (i) associated with proposing a Change and providing the details under section 2.2(a) and complying with section 2.2(b);
 - (ii) reasonably incurred by RMS (or RMS's Representative) in assessing the proposed Change (such costs to be a debt due and payable from the Trustees to RMS); and
 - (iii) associated with implementing (or procuring the implementation of) the proposed Change, including obtaining and maintaining any Approvals necessary to implement the Change; and
- (b) not be entitled to make any Claim against RMS arising out of or in connection with the Change proposed by a Trustee and approved by RMS under section 2.3.

3. **CHANGES AFTER THE DATE OF COMPLETION**

If the Project Trustee or Asset Trustee implements a Change under this Schedule 21 after the Date of Completion, that Trustee must:

- (a) in the case of a Change proposed by RMS, at RMS's cost; or
- (b) in the case of a Change proposed by a Trustee, at that Trustee's cost,

provide RMS with a certificate from an independent certifier satisfactory to RMS (acting reasonably) certifying that the Change has been carried out in accordance with the Change Order and this deed.

SCHEDULE 22

Pre-Agreed Changes

(Clause 14.2)

The following tables set out the Pre-Agreed Changes that may be directed by RMS's Representative pursuant to clause 14.2.

A Pre-Agreed Change may only be directed as such, if directed by RMS's Representative by the "Exercise Date" identified in the table below.

The amounts in the row titled "Change Cost (excluding GST)" include all overheads and profit margins.

Pre-Agreed Change 1 – Rozelle Interchange Stub Extensions

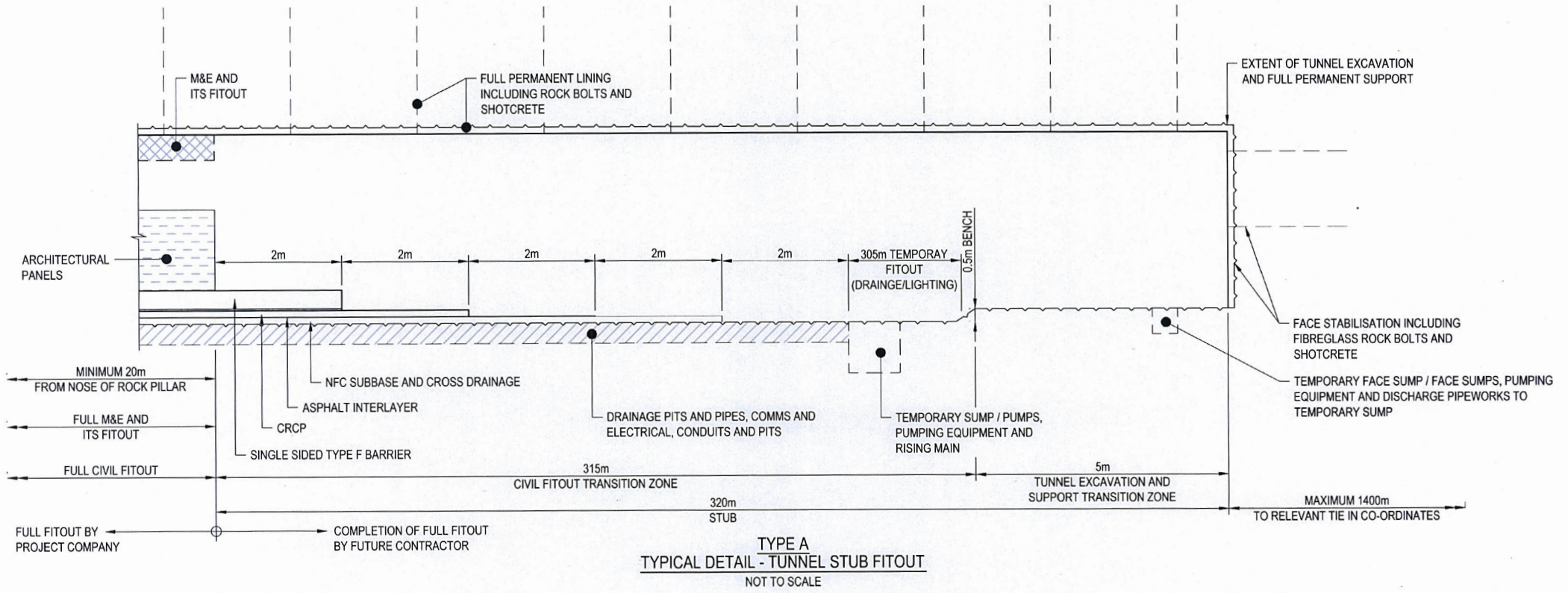
<p>Amendments</p>	<p>If the Pre-Agreed Change is directed by RMS under clause 14.2 of the Project Deed the Project Documents will be amended in the following way:</p> <p>a) in Appendix B.2 of Part A of the SWTC, Appendix B.30 (Enabling Works), section 2.1 (For Rozelle Interchange Works), amend paragraph b) (x) so that sub-paragraph C. is deleted in its entirety, and the following new sub-paragraph C. is inserted in its place:</p> <p>“C. Rozelle Stubs, such that the distance measured along the length of each Rozelle Connection from the end of the Rozelle Stubs to each of the first tie-in coordinates identified on Figure 1 in Attachment B.30-1, is no more than 1,400 m as identified on Figure 2; and”; and</p> <p>b) in the Project Deed, clause 1.1 (Definitions) amend the definition of Date for Rozelle Interface Works Completion so that the date of “1 May 2022” is deleted and “1 October 2022” is inserted in its place.</p> <p>c) in Appendix B.2 of the SWTC, Appendix B.30 (Enabling Works), Attachment B.30-1 (Reference Drawings), in Figure 2 (Enabling Works for Rozelle Interchange Works - Typical Detail, Rozelle Stubs) delete the drawing titled:</p> <p align="center">“TYPE A TYPICAL DETAIL – TUNNEL STUB FITOUT”</p> <p>b) and insert in its place the new drawing contained in the file titled “LSBJV-M4M5-IFD-20-1000-RD-1911102 (Addendum No. 1).pdf” set out in Attachment A.</p>
<p>Exercise Date</p>	<p>██████████</p>
<p>Change Costs (excluding GST)</p>	<p>\$ ██████████</p> <p>The M4-M5 Link Group may discuss with the Contractor amending this Pre-Agreed Change to shorten the length of the additional tunnel excavation. If so, the parties shall discuss and seek to agree the revised Change Costs for the Pre-Agreed Change. If so, the M4-M5 Link Group may implement the Pre-Agreed Change as revised by the parties agreement. Nothing in this paragraph</p>

	prejudices the M4-M5 Link Group's right to issue a Change Order in respect of these matters.
Change to Date for Opening Completion and Date for Completion	None.

Pre-Agreed Change 2 – Extra Over Jet Fans

<p>Amendments</p>	<p>If the Pre-Agreed Change is directed by RMS's Representative under clause 14.2 of the Project Deed, the Asset Trustee will incorporate the additional number of over jet fans specified by RMS's Representative in accordance with the terms below.</p> <p>The Change Costs specified below are all inclusive for the provision of all Asset Trustees' Activities (including any Temporary Works) associated with incorporating and integrating the extra over jetfans into the Project Works, excluding:</p> <ul style="list-style-type: none"> (a) additional power requirements; (b) additional switchboards; and (c) changes to the ventilation system outlets.
<p>Exercise Date</p>	<p>Pre-Agreed Change 2 must be exercised prior to the date on which the Asset Trustee submits the design documentation at Final Design Documentation Stage for the relevant tunnel geometry and cross section element of the Project Works.</p>
<p>Change Costs (excluding GST)</p>	<p><i>Main Carriageway Tunnels:</i> \$ [REDACTED] per jet fan</p> <p><i>Ramp Tunnels:</i> \$ [REDACTED] per jet fan</p> <p>The unit cost per jet fan is applicable to the number of extra over jet fans being incorporated.</p> <p>The Change Costs for additional power requirements, additional switchboards and changes to ventilation system outlets will be calculated in accordance with this deed.</p>

ATTACHMENT A



SCHEDULE 23

Compensation Procedure

(Clause 16.9)

1. CLAIM FOR COMPENSATION

(a) To claim compensation in respect of a Compensation Event, the Asset Trustee must, within 10 Business Days after the Asset Trustee first becomes aware (or should reasonably have first become aware) of the commencement of a Compensation Event causing a delay, submit a written claim to RMS's Representative for compensation which:

- (i) gives detailed particulars of the delay and the occurrence causing the delay;
- (ii) details of the Trustees' Delay Costs and Trustees' Revenue Loss referred to in clause 16.9(c) and how those costs have been calculated; and
- (iii) states the number of days for which the compensation is claimed together with the basis of calculating that period, including evidence that:

(A) by reference to the most recent, updated Overall D&C Program provided to the Independent Certifier pursuant to clause 16.3(c) of this deed (which may further be updated to take into account changes to the program for the Asset Trustee's Activities and delays which may have occurred since the provision of the last Overall D&C Program provided to the Independent Certifier), the delay involves an activity which is critical to the maintenance of progress in the execution of the Asset Trustee's Activities or the SWC Activities and which will delay it or the State Works Contractor in achieving Rozelle Interface Works Completion, Opening Completion or Completion in the manner described in section 2(a)(iii); and

(B) the conditions precedent to any compensation in section 2(a) have been satisfied,

and if the effects of the delay continue beyond the 10 Business Day period referred to in section 1(a) above and the Asset Trustee wishes to claim compensation in respect of the further delay, submit a further written claim to RMS's Representative:

- (iv) every 10 Business Days after the first written claim until 5 Business Days after the end of the effects of the delay; and
- (v) containing the information required by section 1(a)(i), (ii) and (iii).

(b) RMS's Representative may, within 12 Business Days after receiving the Asset Trustee's claim or further claim for compensation, by written notice to the Asset Trustee, request additional information in relation to the claim or further claim. The Asset Trustee must, within 10 Business Days of receiving such request, provide RMS's Representative with the information requested.

2. CONDITION PRECEDENT TO COMPENSATION

(a) It is a condition precedent to the Asset Trustee's entitlement to compensation in respect of a Compensation Event that:

- (i) the Asset Trustee must give the notices and claims required by section 1 as required by that section;
 - (ii) the cause of the delay was beyond the reasonable control of the Trustees, the State Works Contractor and their respective Related Parties; and
 - (iii) the Asset Trustee or the State Works Contractor is actually, or will be, delayed in achieving Rozelle Interface Works Completion, Opening Completion or Completion (as applicable) by the Compensation Event.
- (b) If the conditions precedent in section 2(a) are not satisfied:
- (i) RMS will not be liable upon any Claim for a Compensation Event by either of the Trustees, the State Works Contractor or their respective Related Parties; and
 - (ii) the Asset Trustee, the State Works Contractor and their respective Related Parties will be absolutely barred from making any Claim for a Compensation Event against RMS,

arising out of or in any way in connection with the event giving rise to the delay and the delay involved.

3. PAY COMPENSATION

- (a) Subject to section 3(b), if the conditions precedent in section 2(a) have been satisfied, RMS must pay compensation in respect of a Compensation Event for a reasonable period (which must not be less than the period the Contractor receives the equivalent compensation for under the Main Tunnel D&C Deed), such period to be as stated by RMS's Representative and notified to the Asset Trustee within 15 Business Days after the latest of the:
 - (i) Asset Trustee's last claim under section 1(a)(iv); or
 - (iii) provision by the Asset Trustee of any additional information requested by RMS's Representative under section 1.
- (b) The failure of RMS to pay any compensation, or to pay compensation within the time prescribed by this section 3, will not prevent RMS from subsequently exercising its discretion under section 3(d).
- (c) In respect of each claim for compensation in respect of a Compensation Event under section 1, the Asset Trustee's entitlement to compensation will be reduced to the extent to which a Trustee, the State Works Contractor or any of their respective Related Parties:
 - (i) could have lessened or avoided the delay if they had taken all reasonable steps both to preclude the cause of the delay and to avoid or minimise the consequences of the delay, including the expenditure of reasonable sums of money and taking reasonable steps to Mitigate the cause of the delay or re-schedule within the Overall D&C Program, the Asset Trustee's Activities or the SWC Activities affected by the delay; or
 - (ii) caused or contributed to the delay.
- (d) RMS's Representative may in its absolute discretion for any reason and at any time, from time to time, by notice in writing to the Asset Trustee, unilaterally pay compensation for any period specified in a notice to the Asset Trustee. The power to pay compensation under this section 3(d):

- (i) may be exercised whether or not the Asset Trustee has made, or is entitled to make, a claim for compensation in respect of a Compensation Event or is entitled to be, or has been, paid compensation under this Schedule 23;
 - (ii) subject to section 3(d)(iii), may only be exercised by RMS's Representative and RMS's Representative is not required to exercise its discretion under this section 3(d) for the benefit of the Asset Trustee or the Project Trustee;
 - (iii) without limiting clause 8.1, may be exercised or not exercised (as the case may be) by RMS's Representative in accordance with the directions of RMS; and
 - (iv) is not a Direction which can be the subject of a Dispute pursuant to the Dispute Resolution Procedure or in any way opened up or reviewed by any other person (including any expert, arbitrator or court).
- (e) Where there are several causes of delay to Rozelle Interface Works Completion, Opening Completion or Completion and at least one of those causes is not a Compensation Event, then, to the extent the delays resulting from those causes are concurrent, the Asset Trustee will not be entitled to compensation in respect of a Compensation Event under this section 3.

SCHEDULE 24

Conditions precedent to Rozelle Interface Works Completion, Opening Completion and Completion

(Clause 16)

Part AA – Conditions precedent to Rozelle Interface Works Completion

1. The Rozelle Interface Works are complete in accordance with this deed except for minor Defects which:
 - (a) do not prevent the Rozelle Interface Works from being reasonably capable of being used for their intended purpose;
 - (b) can be corrected without prejudicing the convenient or intended use of the Rozelle Interface Works; and
 - (c) the Asset Trustee has reasonable grounds for not promptly rectifying.
2. The Asset Trustee has:
 - (a) carried out and passed all tests which:
 - (i) are required under this deed to be carried out and passed before the Rozelle Interface Works reach Rozelle Interface Works Completion;
 - (ii) must necessarily be carried out and passed before the Rozelle Interface Works can be used for their intended purpose; and
 - (iii) must necessarily be carried out to verify that the Rozelle Interface Works are in the condition this deed requires them to be in at Rozelle Interface Works Completion;
 - (b) obtained all Approvals that it is required to obtain under this deed in connection with the Rozelle Interface Works before the achievement of Rozelle Interface Works Completion and provided such Approvals to RMS's Representative; and
 - (c) executed a certificate in the form of Schedule 25 and provided it to RMS's Representative and the Independent Certifier.
3. The Quality Manager has executed a certificate in the form of Appendix C to Schedule 20 and provided it to RMS's Representative.
4. RMS has been provided with:
 - (a) a summary prepared by the Quality Manager pursuant to section 1(b)(ii) of Schedule 20 on all quality issues; and
 - (b) all documents relating to all non-conformances pursuant to section 3(c) of Schedule 20.
5. The Asset Trustee has done all other things which this deed requires it to have done as a condition precedent to Rozelle Interface Works Completion, including all things required under Appendix B.30 of Part A of the SWTC in relation to the Rozelle Interface Works.

Part A - Conditions precedent to Opening Completion

1. The Project Works (other than the works carried out at the WestConnex Disaster Recovery Site) are complete in accordance with this deed except for minor Defects which:
 - (a) do not prevent the Project Works from being reasonably capable of being used for their intended purpose;
 - (b) can be corrected without prejudicing the convenient or intended use of the Project Works; and
 - (c) the Asset Trustee or the State Works Contractor has reasonable grounds for not promptly rectifying.

2. The Asset Trustee has, and has procured that the State Works Contractor has:
 - (a) carried out and passed all tests, including Operational Readiness Evaluation, which:
 - (i) are required under this deed to be carried out and passed before the Project Works reach Opening Completion;
 - (ii) must necessarily be carried out and passed before the Project Works can be used for their intended purpose; and
 - (iii) must necessarily be carried out to verify that the Project Works are in the condition this deed requires them to be in at Opening Completion;
 - (b) obtained all Approvals that the Asset Trustee is required to obtain under this deed or the State Works Contractor is required to obtain under the Main Tunnel State Works Deed before Opening Completion and provided such Approvals to RMS's Representative;
 - (c) executed a certificate in the form of Schedule 25 and provided it to RMS's Representative and the Independent Certifier; and
 - (d) carried out and passed all audits and tests identified in SWTC Part A Appendix B.10 (Toll Collection System), Attachment B.10-1, section 5.3.5.

3. The Quality Manager has executed a certificate in the form of Appendix C to Schedule 20 and provided it to RMS's Representative.

4. The Asset Trustee has, and has procured that the State Works Contractor has, in respect of any Extra Land occupied or used in connection with the Project Works:
 - (a) rehabilitated the Extra Land in accordance with the requirements of all relevant Authorities, RMS, the owners or occupiers of the Extra Land and from other relevant persons having an interest in such Extra Land and this deed; and
 - (b) provided RMS's Representative with:
 - (i) properly executed releases on terms satisfactory to RMS's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having an interest in such Extra Land; or
 - (ii) if the Asset Trustee or the State Works Contractor are unable to obtain such a release despite using its best endeavours to do so, a statement from the Asset Trustee or the State Works Contractor to the effect that such owner or occupier, or other person having an interest in the Extra Land, has failed or refused to execute such a release within 15 Business Days of it being

provided by the Asset Trustee or the State Works Contractor to the owner, occupier or other person following completion of the work on the Extra Land.

5. Not used.
6. RMS has been provided with:
 - (a) all certificates required by this deed and the Main Tunnel State Works Deed;
 - (b) a copy of all signed independent road safety audits required by Part A of the SWTC;
 - (c) a summary prepared by the Quality Manager pursuant to section 1(b)(ii) of Schedule 20 on all quality issues;
 - (d) all documents relating to all non-conformances pursuant to section 3(c) of Schedule 20;
 - (e) copies of all site investigation reports and property conditions surveys pursuant to section 4.4.1 and 4.4.2 of Part A of the SWTC;
 - (f) details of the location of Utility Services pursuant to section 2.3.4 of Part A of the SWTC;
 - (g) copies of Approvals from Authorities for the drainage design pursuant to section 5.27 of Part A of the SWTC; and
 - (h) all the 'as constructed' documentation and reports required by and in accordance with the Project Documentation Schedule.
7. RMS has been provided with:
 - (a) a copy of the Main Tunnel O&M Manuals and the revised O&M Plan, each as prepared in accordance with this deed;
 - (b) copies of all Approvals required to be obtained by the Project Trustee under this deed to open, use and operate the relevant part of the Motorway;
 - (c) evidence of the insurance policies required by section 2 of Schedule 30 being effected in accordance with this deed;
 - (d) notices in accordance with clause 16.11(c) of this deed;
 - (e) a written notice of the kind referred to in clause 17.7(a)(i) of this deed from the relevant Authority for each discrete part of the Local Area Works which is required to be completed;
 - (f) a written notice of the kind referred to in clause 17.8(a)(i) of this deed from the relevant Authority for of each discrete part of the Utility Service Works which is necessary or required to be completed so that the Main Tunnel Works may be opened to the public for the safe, efficient and continuous passage of motor vehicles;
 - (g) the inventory details required in accordance with section 7.2 of Part A of the SWTC; and
 - (h) a copy of the incident management plan and the revised incident management plan, each as prepared in accordance with this deed.

8. RMS, in consultation with Fire and Rescue NSW, has accepted the fire safety systems and measures relevant to Fire and Rescue NSW that are contained in the Project Works and all relevant systems and measures within the Project Works, including the automatic fire detection and alarm system, the deluge suppression system, the fire hydrant system and all other fire fighting equipment.
9. RMS has (acting reasonably) approved the Asset Trustee's inputs to populate the asset management system as required under section 7.2 of Part A of the SWTC.
10. RMS has received and (acting reasonably) approved the durability assessment reports required by section 5.9 of Part A of the SWTC.
11. RMS has been provided with an unconditional undertaking for \$ [REDACTED] which satisfies the requirements of clause 10.1 of this deed.
12. Not used.
13. The Asset Trustee has:
 - (a) completed the works to the WestConnex Motorway Control Centre (**WMCC**) in accordance with this deed except for minor Defects which:
 - (i) do not prevent the WMCC from being reasonably capable of being used for their intended purpose;
 - (ii) can be corrected without prejudicing the convenient or intended use of the WMCC; and
 - (iii) the Asset Trustee has reasonable grounds for not promptly rectifying;
 - (b) completed the design, development, installation and commissioning of the IOMCS in accordance with this deed except for minor Defects which:
 - (i) do not prevent the WMCC from being reasonably capable of being used for its intended purpose;
 - (ii) can be corrected without prejudicing the convenient or intended use of the WMCC; and
 - (iii) the Asset Trustee has reasonable grounds for not promptly rectifying;
 - (c) Not Used; and
 - (d) 6 consecutive weeks have passed since the satisfaction of sections 13(a), 13(b) and 13(c), and in that time no Defects have arisen in either the IOMCS or the WMCC (other than minor Defects referred to in those paragraphs) that have not been rectified in accordance with this deed.
14. The Asset Trustee has done all other things which this deed requires it to have done as a condition precedent to Opening Completion.

Part B - Conditions precedent to Completion

1. The Asset Trustee has, and has procured that the State Works Contractor has:
 - (a) passed the Operational Acceptance Tests, which have been run for 30 consecutive days under live traffic;
 - (b) given to RMS's Representative:

- (i) a copy of "as built" drawings of the Project Works pursuant to Appendix C.2 of Part A of the SWTC; and
 - (ii) copies of all property and land survey information that is required to be prepared pursuant to Part A of the SWTC and any other information that is required by RMS to enable RMS to prepare and register plans of consolidation and subdivision in respect of the relevant part of the Motorway Stratum and for the M4-M5 Link Lease to be prepared, executed and registered;
- (c) given to RMS's Representative all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Project Works which:
- (i) are required by this deed to be given to RMS's Representative before Completion; or
 - (ii) must necessarily be handed over before the Project Works can be used for their intended purpose,
- including copies of all documentation in accordance with the requirements of Appendix C.2 of Part A of the SWTC;
- (d) executed a certificate in the form of Schedule 25 and provided it to RMS's Representative and the Independent Certifier;
 - (e) removed all rubbish, surplus materials (including Materials), Construction Plant and Temporary Works from the Construction Site and Extra Land except where the retention of any of these are required for the correction of Defects during the Defects Correction Period and this is approved in writing by RMS's Representative;
 - (f) removed all signs erected in accordance with clause 15.5 of this deed and made good any damage caused by the removal of those signs;
 - (g) reinstated the Main Tunnel Temporary Areas and any other land affected by or used for the purposes of the Temporary Works to a condition at least equivalent to the condition existing before that occupation or use except for such parts of the Main Tunnel Temporary Area which this deed (including the SWTC) specifies need not be reinstated (including where the Asset Trustee or the State Works Contractor is required to demolish buildings on the Main Tunnel Temporary Area); and
 - (h) completed the WestConnex Disaster Recovery Site in accordance with the requirements of section 2.3.1 of Part A of the SWTC.
2. The Asset Trustee has done all other things which this deed requires it to have done as a condition precedent to Completion.

SCHEDULE 25

Asset Trustee's Certificate

(Clause 16.11(d))

To: RMS's Representative / the Independent Certifier

From: WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) (**Asset Trustee**)

Copy: WCX M4-M5 Link PT Pty Limited (ACN 624 153 788) in its personal capacity and in its capacity as trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375) (**Project Trustee**)

In accordance with the terms of clause 16.11(d) of the deed between Roads and Maritime Services (ABN 76 236 371 088) (**RMS**) and WCX M4-M5 Link AT Pty Limited (ACN 624 153 742) in its personal capacity and in its capacity as trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866) (**Asset Trustee**) dated [], we hereby certify that [Rozelle Interface Completion/Opening Completion/Completion] of the [Rozelle Interface Works/Project Works] has been achieved by the Asset Trustee on [] in accordance with the terms and conditions of the deed between RMS, the Asset Trustee and the Project Trustee dated [] with respect to the Project.

.....

Signed for and on behalf of
[insert name of the Asset Trustee]

SCHEDULE 26

Independent Certifier's Certificate

(Clause 16.11(f)(i))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Roads and Maritime Services
20-44 Ennis Road, Milsons Point,

New South Wales, 2061

WCX M4-M5 Link AT Pty Limited in its personal capacity and in its capacity as trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866)
Level 33, 259 George Street, Sydney, NSW, 2000.

WCX M4-M5 Link PT Pty Ltd in its personal capacity and in its capacity as trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375)
Level 33, 259 George Street, Sydney, NSW, 2000.

Dear **[insert name]**

**NOTICE OF [ROZELLE INTERFACE WORKS COMPLETION/OPENING COMPLETION
/COMPLETION]
WestConnex M4-M5 Link Project Deed (Project Deed)
Project Works**

We refer to clause 16.11(f)(i) of the Project Deed and hereby advise you that the [Project Works in respect of the Main Tunnel] reached the stage of [Rozelle Interface Works Completion/Opening Completion/Completion] on **[insert date]**.

This Notice of [Rozelle Interface Works Completion/Opening Completion/Completion] does not relieve the Asset Trustee of its obligation to rectify Defects under clauses 16 and 17 of the Project Deed and to complete other outstanding obligations under the Project Deed in respect of the Main Tunnel.

.....

[]

for and on behalf of the Independent Certifier

SCHEDULE 27

Toll Calculation Schedule

(Clause 21.1)

Part A – Introduction

1. INTRODUCTION

This Schedule 27 sets out the method of calculating the Tolls for the Motorway for the purposes of clause 21.1. This Schedule provides for:

- (a) tolls on the Main Tunnel (or part of it) on and from the Date of Opening Completion and tolls on the Rozelle Interchange (or part of it) from the Rozelle Interchange Transfer Date; and
- (b) the arrangements for the allocation of tolls between the Main Tunnel, and the Rozelle Interchange and other stages of the WestConnex scheme in accordance with the tolling policy for the WestConnex schemes, from the commencement of tolling of the Motorway.

PART B – DEFINITIONS

2. DEFINITIONS

The following terms where used in this Schedule 27 will have the meanings given below:

Administration Charge means a fee for administering the use of the Motorway by Casual Users, as determined in accordance with paragraph 10 of this Schedule 27.

Base Toll Cap means the toll cap specified in paragraph 4.3 of this Schedule 27 as adjusted in accordance with paragraphs 5.3 and 8.3 of this Schedule 27.

Base Toll Flag Fall means the toll specified in the paragraph 4.1 of this Schedule 27 as adjusted in accordance with paragraphs 5.1 and 8.1 of this Schedule 27.

Base Toll Rate means the rate specified in paragraph 4.2 of this Schedule 27 as adjusted in accordance with paragraphs 5.2 and 8.2 of this Schedule 27.

Casual User means a user of the Motorway who does not pay for that use with a Tag at the time of their trip.

Casual User System means the system and equipment used to manage, process and administer revenue collection from Casual Users including office premises and fitout, hardware, software and office systems.

Charge Toll means, for a Vehicle Class and year, the toll calculated in accordance with paragraph 8 of this Schedule 27.

Connection Locations means the locations identified in paragraph 7.1 of this Schedule 27 and the Tollable Section Drawings as the limits of a Tollable Section.

ETC System means the electronic toll collection system used on the WestConnex Motorway.

Flag Fall Toll means the flag fall toll calculated in accordance with paragraph 8.1.

Heavy Vehicle means a Vehicle which is not a Passenger Vehicle.

Home Trip Percentage means the percentage calculated under paragraph 9.3.

M4 Motorway means the "Stage 1" component of the WestConnex Program of Works which will comprise the existing M4 West motorway and the new M4 East motorway tunnel from Church Street through to Parramatta Road.

M5 East Motorway means the motorway which runs along the existing M5 East corridor connecting the M5 South West Motorway with General Holmes Drive and the Eastern Distributor, named the "M5 East Motorway".

New M5 Motorway means the "Stage 2" component of the WestConnex Program of Works which will run from the existing M5 East corridor at Beverly Hills via tunnel to St Peters.

Passenger Vehicle means any Vehicle (including any trailer or caravan) which is:

- (a) 2.8 meters or less in height; and
- (b) 12.5 meters or less in length.

Tag means an electronic device which enables the user to pay tolls on tollroads (including the Motorway) by means of an electronic toll collection system.

Theoretical Toll means the theoretical toll calculated in accordance with paragraph 5 of this Schedule 27.

Theoretical Toll Cap means the theoretical cap calculated in accordance with paragraph 5.3 of this Schedule 27.

Theoretical Toll Flag Fall means the theoretical toll flag fall calculated in accordance with paragraph 5.1 of this Schedule 27.

Theoretical Toll Rate means the theoretical rate calculated in accordance with paragraph 5.2 of this Schedule 27.

Toll Cap means the toll cap calculated in accordance with paragraph 8.3 of this Schedule 27.

Tollable Section means:

- (a) in the case of the Motorway, the sections of the Motorway set out in paragraph 7.1 of this Schedule 27; and
- (b) in the case of any Other WestConnex Motorway, the sections notified by RMS in accordance with paragraph 9.2.

Trip means journey by a Vehicle on the Motorway which commences when the Vehicle enters the Motorway and ends when the Vehicle leaves the Motorway. If after leaving the Motorway the Vehicle re-enters the Motorway then it commences a new Trip.

Vehicle means a vehicle which is used or intended to be used on a road which has its own motive power (other than human or animal power) including buses, cars, taxis, motor cycles and trucks.

Vehicle Class means each category of Vehicle referred to in the table in paragraph 8 of this Schedule 27.

WestConnex Trip means a journey by a Vehicle on any WestConnex Motorway. If after leaving a WestConnex Motorway (other than by moving onto another WestConnex

Motorway) the Vehicle re-enters any WestConnex Motorway then it commences a new WestConnex Trip.

WestConnex Motorway means each and any of:

- (a) the Motorway;
- (b) the New M5 Motorway;
- (c) the M5 East Motorway; and
- (d) the M4 Motorway.

PART C – MOTORWAY TOLLS

3. TOLL

Subject to paragraphs 8.5(a), 8.5(b), 12 and Part D of this Schedule 27, the Project Trustee may levy a toll for use of the Motorway (or part of it) for the passage of a Vehicle in a Tollable Section during the Term which does not exceed the Charge Toll for a Vehicle of that Vehicle Class for that Tollable Section for the relevant year.

4. BASE TOLL FLAG FALL, BASE TOLL RATE AND BASE TOLL CAP

4.1 Base Toll Flag Fall

The Base Toll Flag Fall is set at 2012 dollars and is \$1.00, including GST.

4.2 Base Toll Rate

The Base Toll Rate is set at 2012 dollars and is \$0.37 per kilometre, including GST.

4.3 Base Toll Cap

The Base Toll Cap is set at 2012 dollars and is \$7.07, including GST.

4.4 GST

Each of the Base Toll Flag Fall, the Base Toll Rate and the Base Toll Cap includes GST at a rate of 10%.

5. THEORETICAL TOLL FLAG FALL, THEORETICAL TOLL RATE AND THEORETICAL TOLL CAP

5.1 Theoretical Toll Flag Fall

- (a) The Project Trustee must review and re-calculate the Theoretical Toll Flag Fall for use of the Motorway once each year in accordance with this paragraph 5.1 of this Schedule 27 such to take effect on and from 1 January the following year.
- (b) The Theoretical Toll Flag Fall for use of the Motorway for a year must be calculated to 4 decimal places (rounding upwards amounts ending in 0.00005) in accordance with the following formula:

$$\text{Theoretical Toll Flag Fall}_n = \text{Theoretical Toll Flag Fall}_{n-1} \times \text{Growth Factor}_n$$

provided that Theoretical Toll Flag Fall_n cannot be less than Theoretical Toll Flag Fall_{n-1}

Where:

Theoretical Toll Flag Fall_n = the Theoretical Toll Flag Fall for use of the Motorway for the year in which the recalculated Theoretical Toll Flag Fall will take effect;

Theoretical Toll Flag Fall_{n-1} = the Theoretical Toll Flag Fall for use of the Motorway for the immediately preceding year (or the Base Toll Flag Fall for the first calculation for 2013);

Growth Factor_n = the greater of:

CPI_{n-1}/CPI_{n-2}; and

at any time prior to 31 December 2040, 1.04 and thereafter 1.00;

CPI_{n-1} = at any date, the CPI for the Quarter ending 30 June in the prior calendar year; and

CPI_{n-2} = at any date, the CPI for the Quarter ending 30 June in the calendar year before the calendar year referred to in CPI_{n-1}.

5.2 Theoretical Toll Rate

- (a) The Project Trustee must review and re-calculate the Theoretical Toll Rate for use of the Motorway once each year in accordance with this paragraph 5.2 of this Schedule 27 such to take effect on and from 1 January the following year.
- (b) The Theoretical Toll Rate for a year must be calculated to 4 decimal places (rounding upward amounts ending in 0.00005) in accordance with the following formula:

Theoretical Toll Rate_n = Theoretical Toll Rate_{n-1} x Growth Factor_n

provided that Theoretical Toll Rate_n cannot be less than Theoretical Toll Rate_{n-1}

Where:

Theoretical Toll Rate_n = the Theoretical Toll Rate for the year in which the recalculated Theoretical Toll Rate will take effect;

Theoretical Toll Rate_{n-1} = the Theoretical Toll Rate for the immediately preceding year (or the Base Toll Rate for the first calculation for 2013);

Growth Factor_n = the greater of:

CPI_{n-1}/CPI_{n-2}; and

at any time prior to 31 December 2040, 1.04 and thereafter 1.00;

CPI_{n-1} = at any date, the CPI for the Quarter ending 30 June in the prior calendar year; and

CPI_{n-2} = at any date, the CPI for the Quarter ending 30 June in the calendar year before the calendar year referred to in CPI_{n-1}.

5.3 Theoretical Toll Cap

- (a) The Project Trustee must review and re-calculate the Theoretical Toll Cap for use of the Motorway once each year in accordance with this paragraph 5.3 of this Schedule 27 such to take effect on and from 1 January the following year.

- (b) The Theoretical Toll Cap for use of the Motorway for a year be calculated to 4 decimal places (rounding upwards amounts ending in 0.00005) in accordance with the following formula:

$$\text{Theoretical Toll Cap}_n = \text{Theoretical Toll Cap}_{n-1} \times \text{Growth Factor}_n$$

provided that Theoretical Toll Cap_n cannot be less than Theoretical Toll Cap_{n-1}

Where:

Theoretical Toll Cap_n = the Theoretical Toll Cap for use of the Motorway for the year in which the recalculated Theoretical Toll Cap will take effect;

Theoretical Toll Cap_{n-1} = the Theoretical Toll Cap for use of the Motorway for the immediately preceding year (or the Base Toll Cap for the first calculation for 2013);

Growth Factor_n = the greater of:

CPI_{n-1}/CPI_{n-2}; and

at any time prior to 31 December 2040, 1.04 and thereafter 1.00;

CPI_{n-1} = at any date, the CPI for the Quarter ending 30 June in the prior calendar year; and

CPI_{n-2} = at any date, the CPI for the Quarter ending 30 June in the calendar year before the calendar year referred to in CPI_{n-1}.

6. GST RATE CHANGES

If, at any time during the period between the date of this deed and the end of the Term, the rate of applicable GST under GST law changes from the GST applicable at the date of this deed (**GST Rate Change**), the Theoretical Toll Rate, Theoretical Toll Flag Fall and the Theoretical Toll Cap which will apply for the purposes of paragraph 5 of this Schedule 27 after the date on which the GST Rate Change becomes effective will be adjusted in accordance with the following formula:

(a) $\text{Theoretical Toll Rate} = Y \times [1 + X] / [1 + Z]$

Where:

the Theoretical Toll Rate amount is rounded to 4 decimal places (rounding upward amounts ending in 0.00005);

X = the rate of GST (expressed as a decimal) under GST law applicable after the GST Rate Change;

Z = the rate of GST (expressed as a decimal) under GST law applicable immediately before the GST Rate Change; and

Y = the Theoretical Toll Rate immediately before the GST Rate Change; and

(b) $\text{Theoretical Toll Flag Fall} = Y \times [1 + X] / [1 + Z]$

Where:

the Theoretical Toll Flag Fall amount is rounded to 4 decimal places (rounding upward amounts ending in 0.00005)

X = the rate of GST (expressed as a decimal) under GST law applicable after the GST Rate Change;

Z = the rate of GST (expressed as a decimal) under GST law applicable immediately before the GST Rate Change; and

Y = the Theoretical Toll Flag Fall immediately before the GST Rate Change.

(c) Theoretical Toll Cap = $Y \times [1 + X] / [1 + Z]$

Where:

the Theoretical Toll Cap amount is rounded to 4 decimal places (rounding upward amounts ending in 0.00005);

X = the rate of GST (expressed as a decimal) under GST law applicable after the GST Rate Change;

Z = the rate of GST (expressed as a decimal) under GST law applicable immediately before the GST Rate Change; and

Y = the Theoretical Toll Flag Fall immediately before the GST Rate Change.

7. LENGTHS OF TOLLABLE SECTIONS

7.1 Lengths of Tollable Sections

For the purposes of this Schedule 27, the length of each Tollable Section will be taken to be as set out in the following table and reflected in the drawings in Appendix A (**Tollable Section Drawings**):

Tollable Section	Length on Main Tunnel (km)	Length on Rozelle Interchange (km)	Total length (km)
Wattle Street – Campbell Road	7.02	0.00	7.02
Wattle Street – Rozelle Interchange (to Western Harbour Tunnel, Anzac Bridge)*	2.60	1.83	4.43
Campbell Road – Rozelle Interchange (to Iron Cove Link, Anzac Bridge, Western Harbour Tunnel)	3.31	1.77	5.08
Campbell Road – Wattle Street	7.02	0.00	7.02
Rozelle Interchange (from Western Harbour Tunnel, Anzac Bridge) – Wattle Street*	2.60	1.83	4.43
Rozelle Interchange (from Iron Cove Link, Anzac Bridge,	3.31	1.77	5.08

Tollable Section	Length on Main Tunnel (km)	Length on Rozelle Interchange (km)	Total length (km)
Western Harbour Tunnel) – Campbell Road			

*The total length for these Tollable Sections is the average of:

- (a) Wattle Street – Rozelle Interchange (to Anzac Bridge) – 4.80km see Map 5 in Appendix A; and
- (b) Wattle Street – Rozelle Interchange (to Western Harbour Tunnel) – 4.06km see Map 2 in Appendix A.

7.2 Adjustments to the length of Tollable Sections created by additional connections to the Motorway or changes to the Rozelle Interchange prior to the Rozelle Interchange Transfer Date

- (a) RMS and the Project Trustee acknowledge that:
 - (i) the length of a Tollable Section set out in paragraph 7.1 of this Schedule 27 may need to be adjusted if a road is connected to the Motorway at a location other than at a Connection Locations identified in paragraph 7.1 of this Schedule 27; and
 - (ii) the modification or addition of a connection at a Connection Location identified in clause 7.1 of this Schedule 27 does not entitle a party to seek to change the length of that Tollable Section.
- (b) RMS and the Project Trustee agree that (so far as is practicable) to determine adjustments to the lengths of Tollable Sections, the lengths of Tollable Sections will be determined by reference to the location at which the centreline of the connecting road crosses the centreline running between the Motorway carriageways.
- (c) If RMS or the Project Trustee (the "Requesting Party") wishes to adjust the length of Tollable Sections from those set out in paragraph 7.1 of this Schedule 27 to reflect the connection of a road to the Motorway other than at a Connection Location then the Requesting Party may give written notice to the other Party (the "Responding Party") specifying the proposed adjustment to the lengths of the Tollable Sections.
- (d) The Responding Party must advise the Requesting Party within 30 days of receiving a notice under paragraph 7.2(c) of this Schedule 27:
 - (i) that it accepts the adjusted lengths of the Tollable Sections proposed by the Requesting Party; or
 - (ii) that it rejects the adjusted lengths of the Tollable Sections proposed by the Requesting Party.
- (e) If the Responding Party fails to respond for any reason within the 30 day period referred to in paragraph 7.2(d) of this Schedule 27, it will be taken to have accepted the adjusted lengths of the Tollable Sections proposed by the Requesting Party.

- (f) If the Requesting Party rejects the adjusted lengths of the Tollable Sections proposed by the Requesting Party then the Requesting Party may refer the matter for dispute resolution in accordance with clause 32.
- (g) No later than 12 months prior to the anticipated Rozelle Interchange Transfer Date, RMS must:
 - (i) notify the Project Trustees of any adjustments that RMS proposes are required to section 7.1 to allow the Trustees to levy tolls for the use of the length of the Rozelle Interchange in accordance with clause 4A.16(a) which adjustments must be prepared using the same methodology as was used to prepare the Tollable Section Drawings; and
 - (ii) provide any information reasonably requested by the Project Trustee in order to assess RMS' proposed adjustments.
- (h) Within 40 Business Days of receipt of RMS' notice under section 7.2(g), the Project Trustee must notify RMS that:
 - (i) it agrees with RMS' proposed adjustments to section 7.1, in which case section 7.1 will be deemed to be amended in accordance with RMS' notice under section 7.2(g); or
 - (ii) it disagrees with RMS' proposed adjustments to section 7.1, in which case the Trustees must refer the matter for resolution in accordance with the Dispute Resolution Procedure.
- (i) If the Project Trustee fails to:
 - (i) respond to RMS' notice under section 7.2(g); or
 - (ii) refer the matter for resolution in accordance with the Dispute Resolution Procedure within 10 Business Days of receipt of RMS' notice under section 7.2(g),

it will be deemed to have issued a notice in accordance with section 7.2(h)(i).
- (j) If the Project Trustee refers the matter for resolution in accordance with the Dispute Resolution Procedure in accordance with clause 7.2(h)(ii), following resolution of the dispute section 7.1 will be deemed to be amended as determined in accordance with the Dispute Resolution Procedure.

7.3 **Single ended recorded Trip**

If a Vehicle:

- (a) is recorded by the ETC System as having entered the Motorway but not recorded by the ETC System as having left the WestConnex Motorway, that Vehicle will be deemed to have:
 - (i) left the Motorway at the exit point immediately after the entry point at which that Vehicle entered the WestConnex Motorway; and
 - (iii) only travelled through the Tollable Section located between those entry and exit points; or
- (b) is recorded by the ETC System as having left the Motorway but not recorded by the ETC System as having entered the WestConnex Motorway, that Vehicle will be deemed to have:

- (i) entered the WestConnex Motorway at the entry point immediately preceding the exit point at which that Vehicle exited the WestConnex Motorway; and
- (iv) only travelled through the Tollable Section located between those entry and exit points.

8. CHARGE TOLL

8.1 Flag Fall Toll

The Flag Fall Toll for a Trip on the Motorway will be calculated in accordance with the following formula:

$$\text{Flag Fall Toll} = A \times B$$

Where:

A = the Theoretical Toll Flag Fall for the year during which the Trip occurs; and

B = the Charge Toll Multiplier being the factor specified as the "Charge Toll Multiplier" for that Vehicle Class in the following table:

Vehicle Class	Charge Toll Multiplier
Passenger Vehicle	1.0
Heavy Vehicle	3.0

8.2 Toll Rate

The Toll Rate for a Trip will be calculated in accordance with the following formula:

$$\text{Toll Rate} = A \times B \times C$$

Where:

A = the sum in km to 2 decimal places of the lengths of the Tollable Sections through which the Vehicle passes during the Trip on the Motorway;

B = the Theoretical Toll Rate for the year during which the Trip on the Motorway occurs; and

C = the Charge Toll Multiplier being the factor specified as the "Charge Toll Multiplier" for that Vehicle Class in the following table:

Vehicle Class	Charge Toll Multiplier
Passenger Vehicle	1.0
Heavy Vehicle	3.0

8.3 Toll Cap

The Toll Cap for a Trip will be calculated in accordance with the following formula:

$$\text{Toll Cap} = A \times B$$

Where:

A = Theoretical Toll Cap; and

B = the Charge Toll Multiplier being the factor specified as the "Charge Toll Multiplier" for that Vehicle Class in the following table:

Vehicle Class	Charge Toll Multiplier
Passenger Vehicle	1.0
Heavy Vehicle	3.0

8.4 Charge Toll

Subject to paragraphs 8.1 and 8.2 and Part D of this Schedule 27, the Project Trustee may levy a toll for each Trip by a Vehicle on the Motorway which is an amount determined by the following formula:

$$\text{Charge Toll} = A - B$$

Where

A = the lesser of:

- (a) the sum of:
 - (i) the Flag Fall Toll for that Trip for that Vehicle, rounded to 2 decimal places (rounding upwards amounts ending in 0.005); and
 - (ii) the Toll Rate for that Trip for that Vehicle, rounded to 2 decimal places (rounding upwards amounts ending in 0.005); and
- (b) the Toll Cap for that Vehicle, rounded to 2 decimal places (rounding upwards amounts ending in 0.005); and

B = the amount determined under either paragraphs 9.5 or 9.6 of Part D of this Schedule 27 for allocation to other WestConnex Motorways, if any.

8.5 Increases to Charge Toll

- (a) If the Project Trustee wishes to increase the Charge Toll for a Trip by reason of the calculations in this Schedule 27, the Project Trustee must provide RMS with written notice of:
 - (v) the Charge Toll for that Trip for the next year; and
 - (i) the date on which the Project Trustee proposes to commence levying that Charge Toll which must not be earlier than the next yearly date,at least 20 Business Days prior to such date.
- (b) The Project Trustee may levy the increased Charge Toll from the time which is no earlier than 12.00 am on the date referred to in paragraph 8.5(a)(ii) of this Schedule 27.
- (c) If a new State or Commonwealth tax is imposed, or an existing State or Commonwealth tax is increased, on the tolls levied by the Project Trustee in connection with the Project, the Project Trustee will be entitled to increase the tolls charged above the rate that would otherwise be permitted by this Schedule 27

(which may include an increase in the Base Flag Fall Toll and/or the Base Toll Rate and/or the Base Toll Cap) for each year that the tax applies.

The increase will not exceed the lesser of:

- (vi) the maximum increase permitted by the applicable law (if any); or
- (ii) an amount sufficient to ensure that the net position of the Project Trustee is no worse than immediately prior to the tax being imposed or increased,

but reduced to the extent of any reduction of tax, cost saving or other benefit which accrues to the Project Trustee as part of the change.

PART D – WESTCONNEX SCHEME TOLL ALLOCATION

9. WESTCONNEX TRIPS

9.1 Introduction

The parties acknowledge that the intention of the WestConnex scheme tolling is that for each continuous WestConnex Trip by a Vehicle on more than one WestConnex Motorway, both the Flag Fall Toll and, if applicable, the Toll Cap will be applied so that:

- (c) a consistent Toll Rate, Flag Fall Toll and Toll Cap is applied for the WestConnex Motorways or any other variable in calculating tolls in a WestConnex Motorway concession agreement;
- (d) that Vehicle only pays a Flag Fall Toll once for that WestConnex Trip;
- (e) the entire WestConnex Trip is subject to the Toll Cap; and
- (f) Flag Fall Toll will be allocated and, if applicable, the Toll Cap will be applied between each WestConnex Motorway on the basis of a pro rata allocation based on the distance travelled by the Vehicle on each WestConnex Motorway during that WestConnex trip.

9.2 WestConnex Trips distances

- (a) RMS must provide the Project Trustee notice of the lengths of each Tollable Section of the New M5 Motorway, M5 East Motorway and the M4 Motorway within 14 days of the date of this deed and provide further notice of the relevant Tollable Sections within 14 days of agreeing to any change to any Tollable Section of the New M5 Motorway, the M5 East Motorway or the M4 Motorway.
- (b) For the purposes of this Schedule 27, the distance of each WestConnex Trip will be calculated as the total of all lengths of each Tollable Section (adjusted for any applicable equalisation factor in respect of the New M5 Motorway and the M5 East Motorway) of each WestConnex Motorway through which that Vehicle travels.

9.3 Home Trip Percentage

For a Trip on the Motorway that also becomes a WestConnex Trip on any or all of the New M5 Motorway, the M5 East Motorway or the M4 Motorway, the Home Trip Percentage will be calculated in accordance with the following formula:

$$A = B / C$$

Where:

A = Home Trip Percentage, rounded up to 2 decimal places (rounding upwards amounts ending in 0.005);

B = the sum of the lengths of the Tollable Sections on the Motorway of that Trip; and

C = the sum of the lengths of the Tollable Sections on all WestConnex Motorways of that WestConnex Trip.

9.4 **WestConnex Flag Fall Toll and WestConnex Toll Cap**

(a) The WestConnex Flag Fall Toll for a WestConnex Trip will be the Flag Fall Toll.

(b) The WestConnex Toll Cap for a WestConnex Trip will be the Toll Cap.

9.5 **Allocation of WestConnex Flag Fall Tolls**

For WestConnex Trips that do not reach the Toll Cap, the Charge Toll for a Trip on the Motorway that also becomes a WestConnex Trip on any or all of the New M5 Motorway, the M5 East Motorway or the M4 Motorway will be reduced in accordance with the following formula:

$$A = B \times (1 - C)$$

Where:

A = Flag Fall Toll Reduction Amount;

B = the WestConnex Flag Fall Toll for that Trip, rounded to 2 decimal places (rounding upwards amounts ending in 0.005); and

C = Home Trip Percentage.

To the extent rounding of calculations of allocation of a Charge Toll:

(a) leaves an amount unallocated, that amount shall be allocated to the WestConnex Motorway where the WestConnex Trip began; or

(b) results in an excess allocated, the Charge Toll on the WestConnex Motorway where the WestConnex Trip began will be reduced by the amount of that excess.

9.6 **Allocation of WestConnex Toll Cap**

For WestConnex Trips that reach the Toll Cap, the Charge Toll will be reduced in accordance with the following formula:

$$A = B \times (1 - C)$$

Where:

A = Charge Toll Reduction Amount;

B = Toll Cap, rounded to 2 decimal places (rounding upwards amounts ending in 0.005¢); and

C = Home Trip Percentage.

To the extent rounding of calculations of allocation of a WestConnex Charge Toll:

(a) leaves an amount unallocated, that amount shall be allocated to the WestConnex Motorway where the WestConnex Trip began; or

- (b) results in an excess allocated, the Charge Toll on the WestConnex Motorway where the WestConnex Trip began will be reduced by the amount of that excess.

PART E – OTHER

10. ADMINISTRATION CHARGES FOR CASUAL USERS

- (a) The Project Trustee must give Casual Users an opportunity or opportunities to pay the toll as a deferred toll consistent with the procedures adopted by other private tollway operators from time to time.
- (b) RMS consents to the Project Trustee levying an Administration Charge for providing a temporary tag or allowing a Casual User to pay the toll as a deferred toll.
- (c) An Administration Charge for any Quarter (including the initial Administration Charge) will be as reasonably determined by the Project Trustee in consultation with RMS having regard to:
 - (i) different Casual User products that the Project Trustee may wish to implement from time to time;
 - (ii) the actual and anticipated number of Casual Users; and
 - (iii) the anticipated recovery rate of tolls and Administration Charges payable by Casual Users in comparison to tolls and Administration Charges actually received from Casual Users,and so as to enable the recovery of the actual direct and indirect costs of operating and maintaining the Casual User System and processing, administering and collecting revenue from Casual Users.
- (d) The Project Trustee must give Casual Users prior notice of the amount of an Administration Charge.
- (e) The Project Trustee may review an Administration Charge once each Quarter. If the Project Trustee wishes to change an Administration Charge, the Project Trustee must provide RMS with written notice of:
 - (i) the new Administration Charge for the next Quarter and provide in reasonable detail supporting information for the basis of calculating the new Administration Charge having regard to the principles outlined in paragraph 10(c) of this Schedule 27; and
 - (ii) the date on which the Project Trustee proposes to commence charging the new Administration Charge, which must not be earlier than the next Quarterly Date,at least 20 Business Days prior to such date.
- (f) The new Administration Charge may be charged from the time which is no earlier than 12.00am on the date referred to in paragraph 10(e)(ii) of this Schedule 27.

11. EXEMPT VEHICLES

Notwithstanding anything else in this deed, the Project Trustee must not levy any toll, fee or charge for or in connection with the use of the Motorway by:

- (a) any bus being used to provide a public passenger service conducted according to regular routes and timetables, but not including a tourist service or a long-distance service; or
- (b) any other vehicle which is exempt under the Roads Act or its Regulations as at the date of this deed.

12. TOLLING POLICY CHANGES

- (a) RMS may notify the Project Trustee of any proposed amendments to the toll charges in this Schedule 27.
- (b) If RMS notifies the Project Trustee, the parties will promptly enter into good faith discussions on RMS's proposal, including:
 - (vii) the precise changes suggested;
 - (i) the rationale for the changes;
 - (ii) the Project Trustee's view on whether the changes will promote the policy objectives that RMS seeks to achieve;
 - (iii) the merits of the proposal;
 - (iv) any further investigations the parties consider would be necessary to assess the proposal;
 - (v) any consents that the Project Trustee would require to implement the proposal; and
 - (vi) the appropriate compensation or other measures that would need to be implemented to ensure that the Project Trustee is not adversely affected by the proposal.
- (c) If RMS and the Project Trustee agree to the matters referred to in paragraphs 12(b)(i)-(vii) above, they shall promptly enter into such amendments to this deed as are necessary to implement their agreement.

13. CHANGE ORDER

For the avoidance of doubt, RMS may not issue any Change Order in respect of any matter the subject of this Schedule 27.

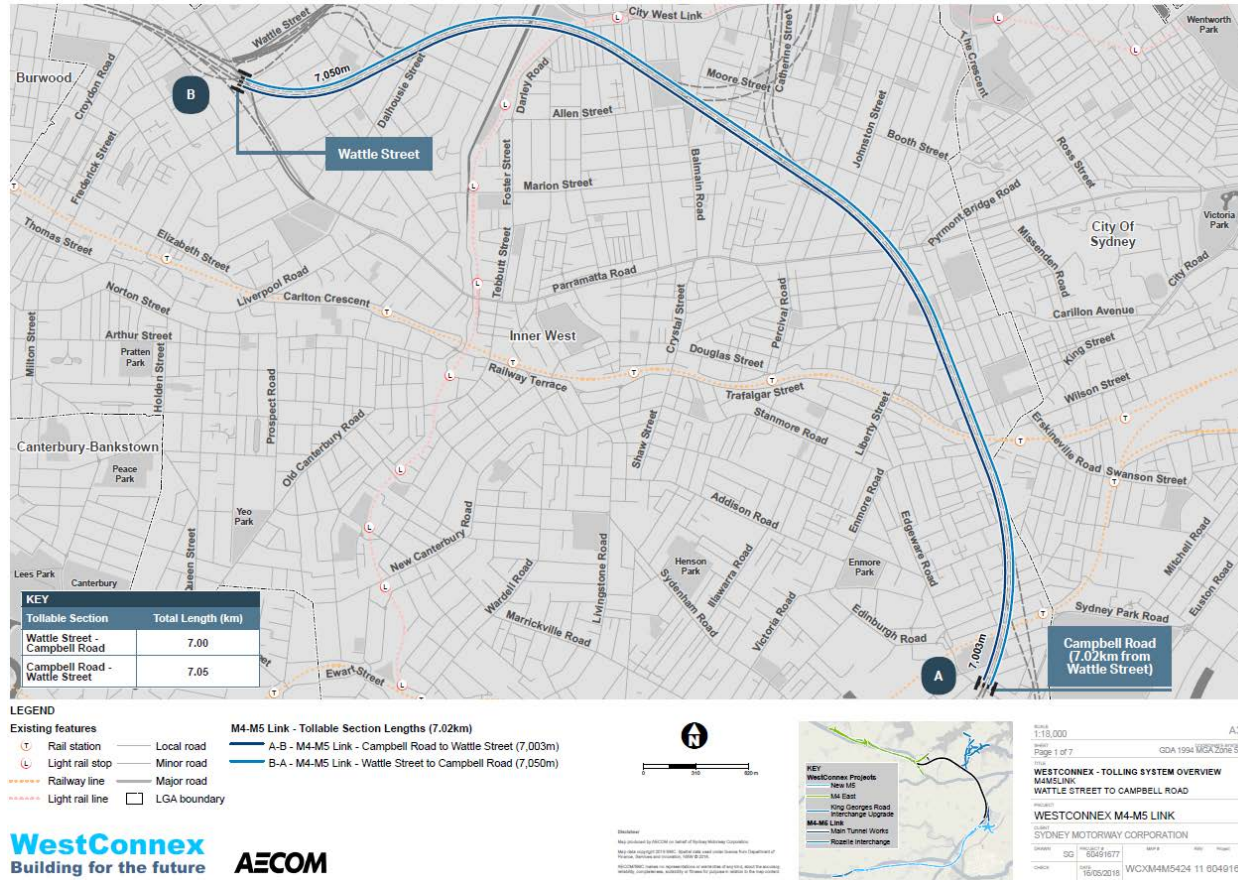
14. CHANGE IN LAW

- (a) If a new State or Commonwealth tax is imposed, or an existing State or Commonwealth tax is increased, on the tolls levied by the Project Trustee in connection with the Project, the Project Trustee will be entitled to increase the tolls charged above the rate that would otherwise be permitted by this Schedule 27 for each Quarter that the tax applies.
- (b) The increase will not exceed the lesser of:
 - (i) the maximum increase permitted by the applicable law (if any); or
 - (ii) an amount sufficient to ensure that the net position of the Project Trustee is no worse than immediately prior to the tax being imposed or increased,

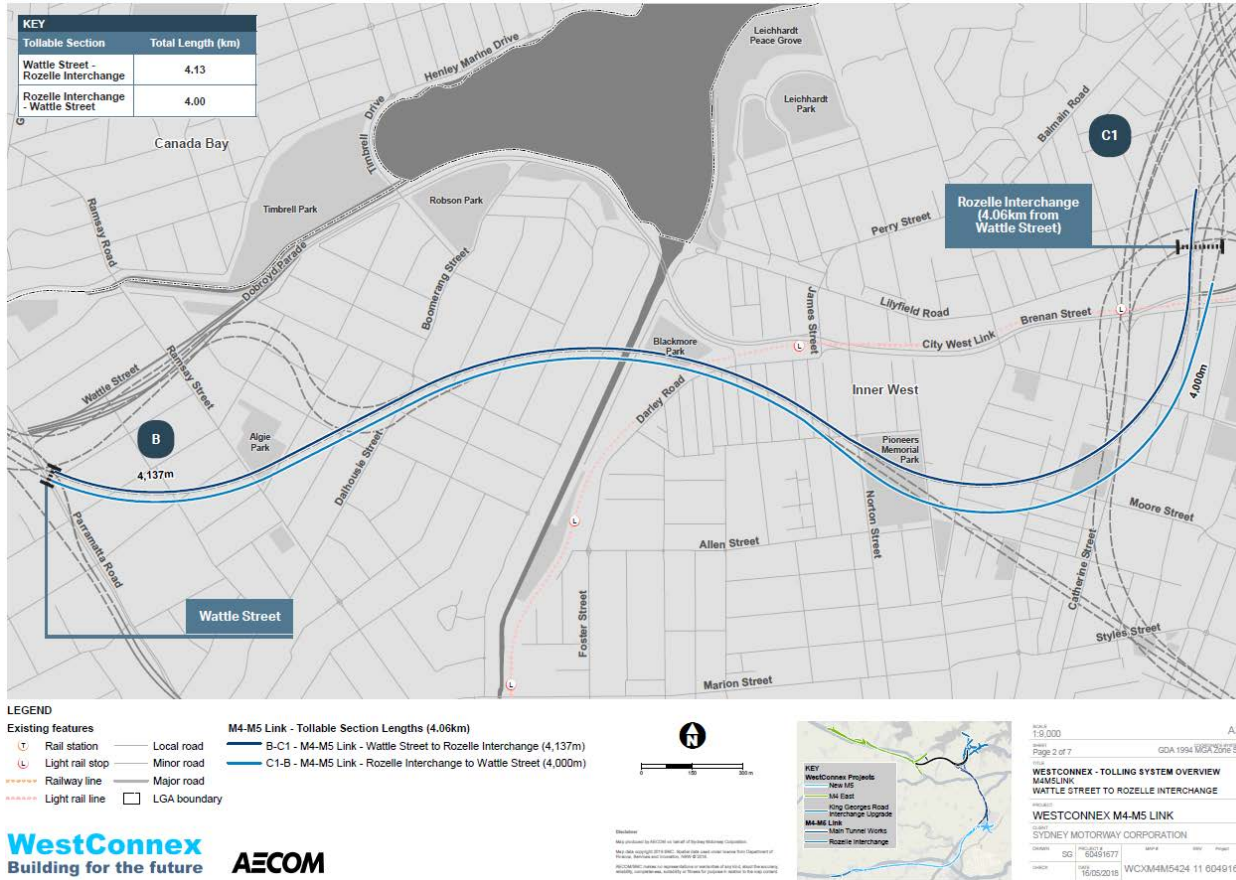
but reduced to the extent of any reduction of tax, cost saving or other benefit which accrues to the Project Trustee as part of the change.

APPENDIX A

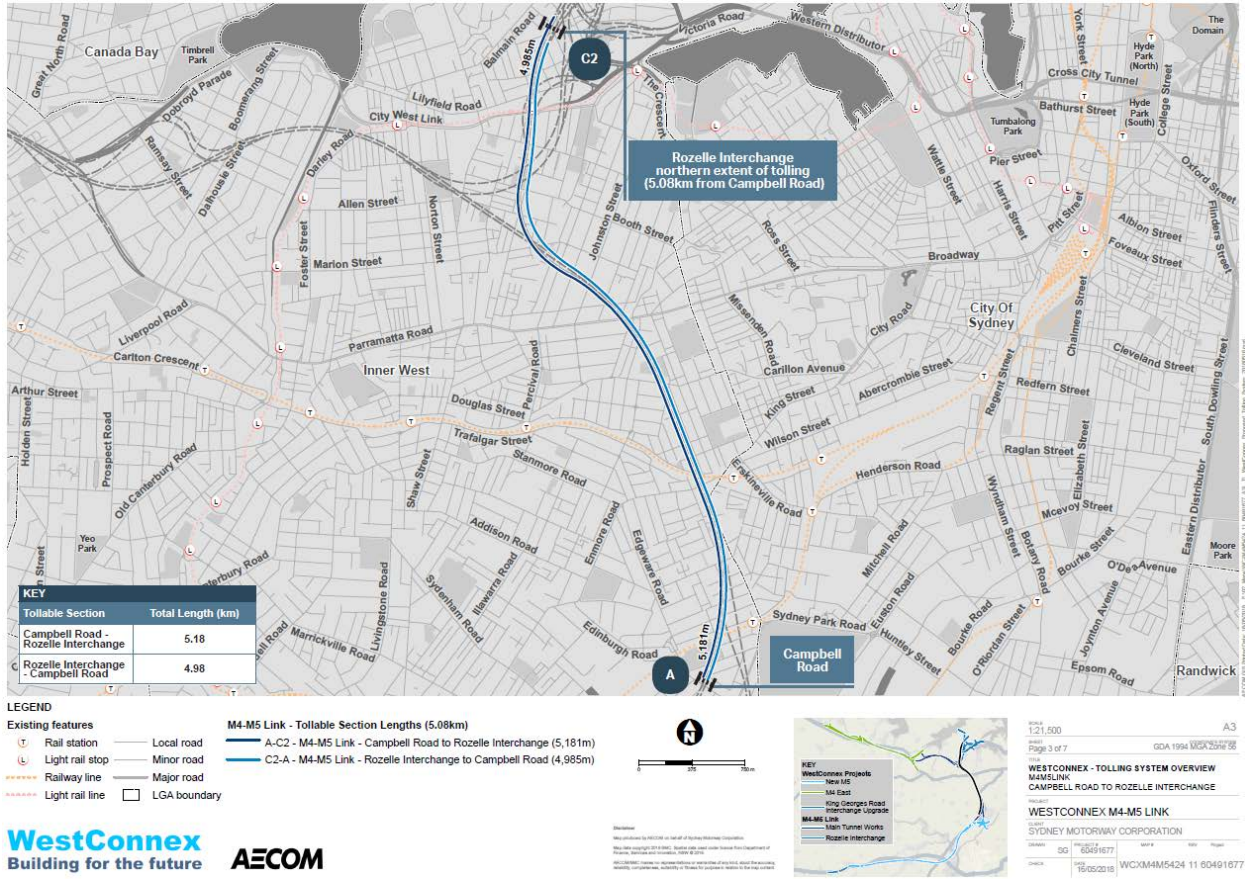
Tollable Section Drawings



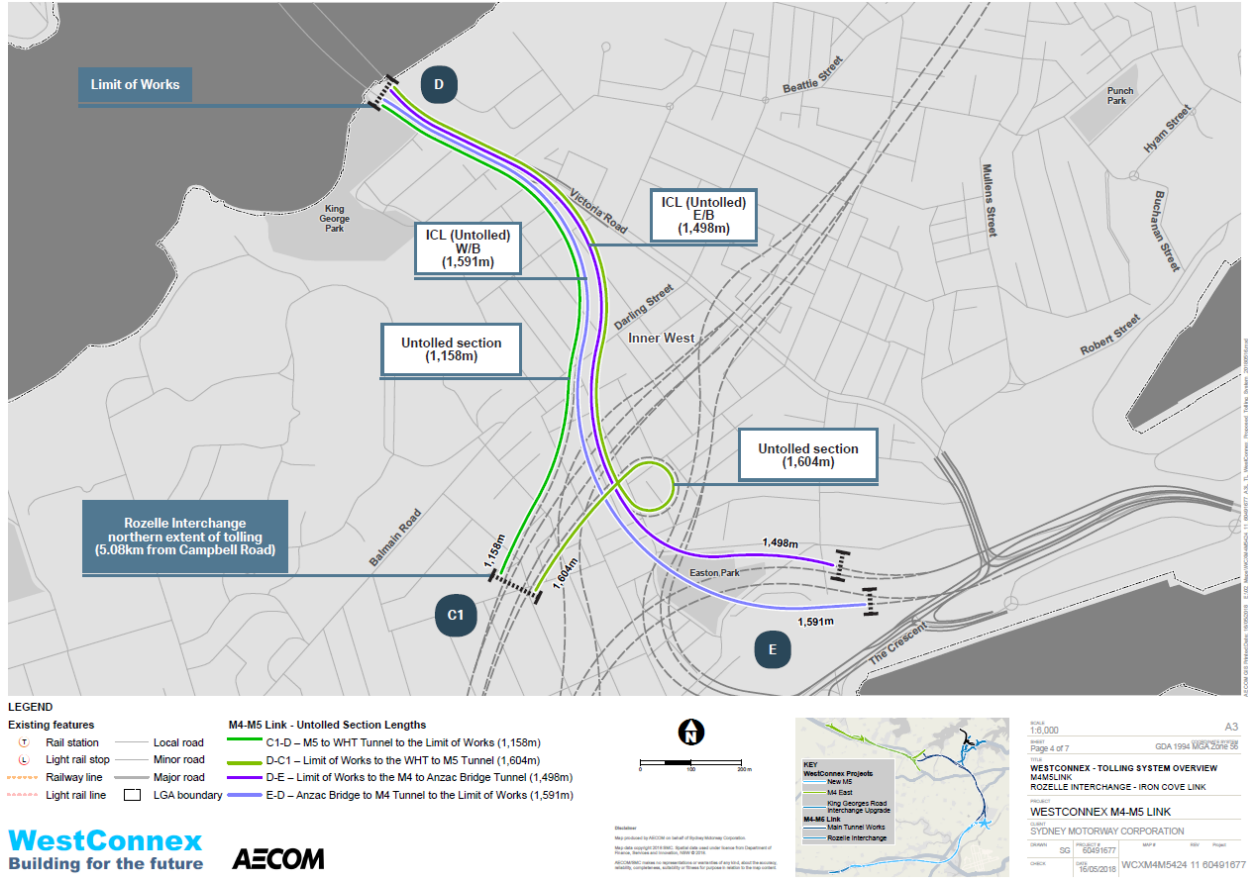
Map 1



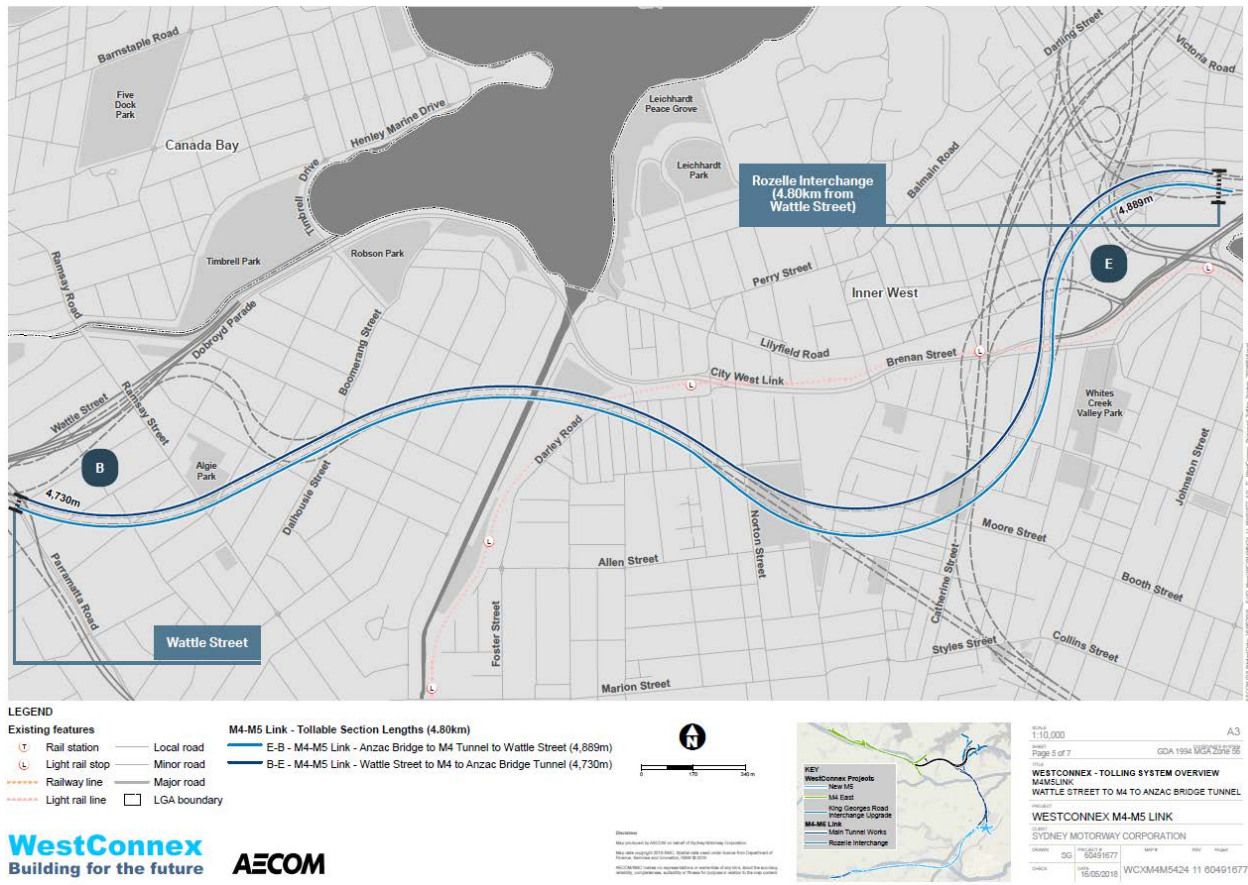
Map 2



Map 3



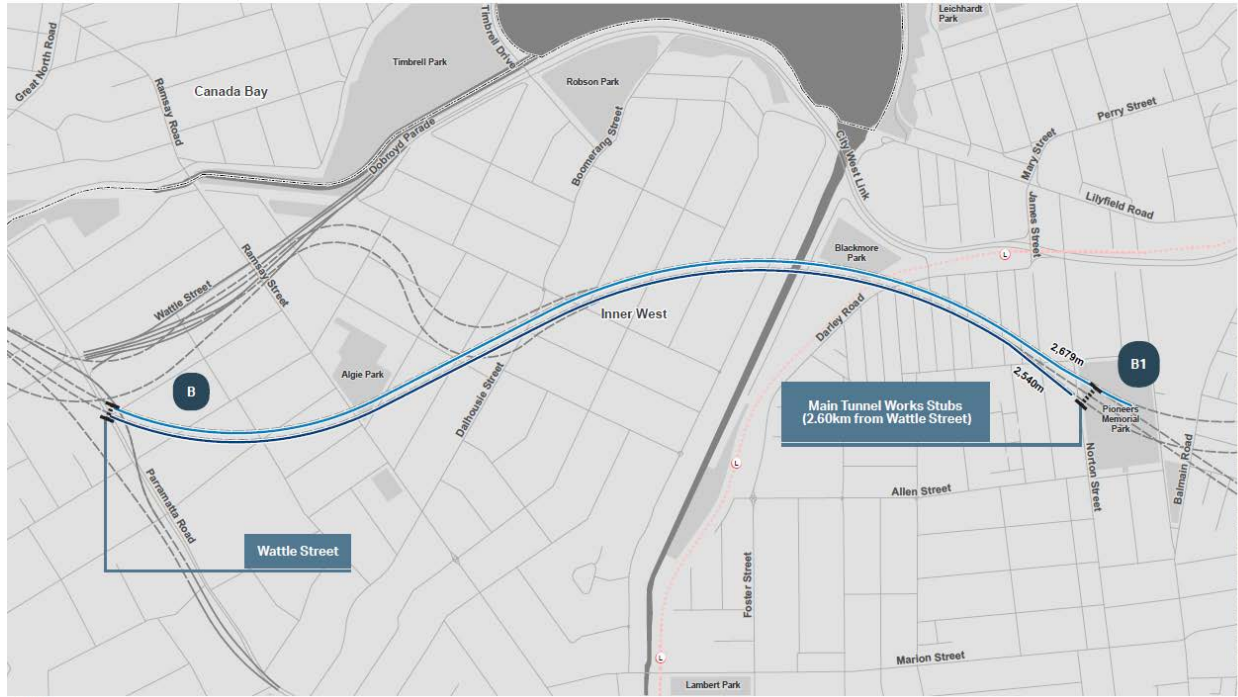
Map 4



Map 5



Map 6



LEGEND

Existing features

- Rail station
- Light rail stop
- Railway line
- Light rail line
- Local road
- Minor road
- Major road
- LGA boundary

M4-M5 Link - Tollable Section Lengths (2.60km)

- B1-B - M4-M5 Link - MTW Stubs to Wattle Street (2,540m)
- B-B1 - M4-M5 Link - Wattle Street to MTW Stubs (2,679m)

WestConnex Building for the future **AECOM**

KEY

- WestConnex Projects
- New M5
- M4 East
- King Georges Road Interchange Upgrade
- M4-M5 Link
- Main Tunnel Works
- Route interchange

WESTCONNEX - TOLLING SYSTEM OVERVIEW
M4-M5 LINK
WATTLE STREET TO MTW STUBS

WESTCONNEX M4-M5 LINK
SYDNEY MOTORWAY CORPORATION

Scale: 1:7,500
 Date: 12/05/2018
 Project: WCM4M5424 11 60491677

Map 7

SCHEDULE 27A

Skills Development and Training Management

(Clause 15.3)

Part A: NSW Government Procurement Guideline skills and Training in the Construction Industry Requirements

Requirement	Minimum targets for the deed as a whole	Asset Trustee's commitment
Percentage of apprentice employees to undertake trade work involved in the Contractors Activities.	> 20% (i.e. At least one apprentice for every four non-apprentice trade persons)	> 20%
<p>Percentage of trainees employed to undertake work involved in the Contractor's Activities.</p> <p>Note all trainees must be:</p> <ul style="list-style-type: none"> employed under a training contract that has been registered with, and validated by, their State/Territory training authority; undertaking paid work and vocational training that combines off-the-job training through an approved training provider with on-the-job training and practical experience through an employer; and obtaining a nationally recognised qualification. 		20%

Requirement	Minimum target (as a percentage of employees by trade)	Asset Trustee's commitment
Percentage of apprentice employees to undertake	> 20% (i.e. At least one apprentice for every	20%

<p>trade work involved in the Contractor's Activities for the following trades:</p> <ul style="list-style-type: none"> • Plumbing • Carpentry/construction carpentry • Electrician • Mechanic • Boilermaker • Metal fabrication 	<p>four non-apprentice trade persons)</p>	
<p>Trainee hours as a percentage of hours worked by the following occupations:</p> <ul style="list-style-type: none"> • Civil construction (general) • Civil construction (tunnel) • Crane operations • Paving • Dogging • Rigging • Scaffolding • Steelfixing • Business Administration 	<p>20% of hours worked</p>	<p>20% of hours worked</p>

Part B: WestConnex Skills and Employment Framework – Skills and Employment Outputs

Output Category	Total Outputs (excluding weighting uplift values)	Total Weighting uplift points				Total Outputs
		Local residents	Greater Western Sydney residents	Youth (16 to 25 years old)	Aboriginal and Torres Strait Islanders	
Priority Outputs						
Apprentice Minimum 26 week duration	124.8	6.2	6.2	7.8	4.7	149.7
Trainee Minimum 26 week duration	67.2	3.4	3.4	4.2	2.5	80.7
Apprenticeship and Traineeship Skills and Employment Outputs (excluding weighting uplift points)	192.0	9.6	9.6	12.0	7.2	230.4
Other Outputs						
Sustainable Job Start – Previously Unemployed for >26 weeks Minimum 26 week duration	28.7	0.8	0.8	0.4	0.6	31.3
Sustainable Job Start – Previously Unemployed for >13 weeks Minimum 26 week duration	20.6	1.1	1.1	0.6	0.8	24.2
Sustainable Job Start – Previously Unemployed for >4 and <13 weeks	14.9	1.1	1.1	0.6	0.8	18.5

Output Category	Total Outputs (excluding weighting uplift values)	Total Weighting uplift points				Total Outputs
		Local residents	Greater Western Sydney residents	Youth (16 to 25 years old)	Aboriginal and Torres Strait Islanders	
Minimum 26 week duration						
Workforce Skills Minimum of 25 training days (7 hours per day) leading to nationally recognised and accredited units of competency, skills sets or qualifications at Cert II and above	3.8	0.2	0.2	0.1	0.1	4.4
Graduate Training Scheme Minimum 12 month duration	19.4	0.8	0.8	0.1	0.6	21.7
Undergraduate Placement Minimum 12-26 week duration within one year Undergraduate scholar or cadet	3.8	0.4	0.4	0.2	0.3	5.1
Job Seeker Work Placement Positions 16+yrs Minimum of four placement positions that add up to 80 working days within one year	3.8	0.2	0.2	0.1	0.1	4.3
Work Experience Placement – 14+yrs Minimum of 50 working days' work experience within one year	3.8	0.2	0.2	0.1	0.1	4.3
Supplier Engagement	5.6	0.3	0.3	0.1	0.2	6.5

Output Category	Total Outputs (excluding weighting uplift values)	Total Weighting uplift points				Total Outputs
		Local residents	Greater Western Sydney residents	Youth (16 to 25 years old)	Aboriginal and Torres Strait Islanders	
Program Program of activity and support for local, Indigenous and SME businesses leading to increased access to WestConnex supply chain						
Total Skills and Employment Outputs						350.7

PART D
FINANCIAL

SCHEDULE 28

Consumer Price Index and Indexation

(Clause 1.1 definition of "Consumer Price Index or CPI")

Consumer Price Index or CPI means:

- (a) the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" published quarterly by the Australian Bureau of Statistics, as long as there is no change in the coverage, periodicity or reference base from those applying at the date of this deed. The base CPI for the purposes of this deed will be the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" published by the Australian Bureau of Statistics for the last full quarter ending immediately prior to the date of this deed;
- (b) if there is a change in the coverage of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the date of this deed and the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities is linked to previous All Groups Consumer Price Indexes, CPI is the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities;
- (c) if there is a change in the reference base of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the date of this deed and the Australian Bureau of Statistics provides a conversion factor, that conversion factor must be applied to calculate revised CPI figures for the purpose of this deed, in terms of the new reference base;
- (d) if there is a change in the reference base of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the date of this deed and the Australian Bureau of Statistics does not provide a conversion factor, the parties must request the President of The Institute of Actuaries Australia (or their nominee) to calculate revised CPIs for the purposes of this deed, and his determination is final and binds the parties;
- (e) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is published and:
 - (i) there is a change in its coverage and it is not linked to previous All Groups Consumer Price Indexes; or
 - (ii) there is a change in its periodicity,the parties must request the President of the Institute of Actuaries Australia (or their nominee) to determine:
 - (iii) whether the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities is appropriate as a general indicator of the rate of price change for consumer goods and services; or
 - (iv) if it is not, what other index should be used as a substitute index for the purpose of this deed,and his determination is final and binds the parties;
- (f) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics publishes another index which is:

- (i) a replacement of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities; and
- (ii) linked to the All Groups Consumer Price Index Weighted Average of Eight Capital Cities,

all CPIs relevant to this deed must be re-calculated to the same reference base as the replacement index;

- (g) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics publishes another index which is not linked to the All Groups Consumer Price Index Weighted Average of Eight Capital Cities, the parties must request the President of the Institute of Actuaries Australia (or their nominee) to calculate revised CPIs for the purposes of this deed, and his calculation is final and binds the parties; or
- (h) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics does not publish another index in replacement of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities, the parties must request the President of the Institute of Actuaries Australia (or their nominee) to determine an appropriate index which is a general indicator of the rate of price change for consumer goods and services, and his determination is final and binds the parties.

If paragraphs (e), (g) or (h) in this Schedule 28 apply, paragraphs (a) to (h) will apply to the index determined in accordance with paragraphs (e), (g) or (h) (as the case may be) as if all references to the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" are references to that replacement index.

SCHEDULE 29

Payments for Lane Closures and Relocations

(Clause 22.3)

1. DEFINITIONS

In this Schedule 29:

Off-Peak Period means any period of time which is not a Peak Period.

Peak Period means 5.00 am to 9.00 pm on any day (including weekends and public holidays).

Period is a span of time either during weekdays or weekends. Periods shall be calculated separately for weekdays and weekends.

Traffic Adjustment means a change to the traffic capacity of the Motorway which is made for the purposes of facilitating a Permitted RMS Activity or any New Network Project. It includes an adjustment to:

- (a) the alignment of traffic lanes;
- (b) the number of traffic lanes; or
- (c) the posted speed limit.

Vehicle Class has the meaning given to it in the Toll Calculation Schedule.

2. TRAFFIC ADJUSTMENTS DURING PEAK PERIODS

If any type of Traffic Adjustment occurs on the Motorway during a Peak Period as a direct result of a Permitted RMS Activity or carrying out a New Network Project then RMS will pay to the Project Trustee an amount in respect of that Traffic Adjustment calculated in accordance with paragraph 4 of this Schedule 29.

3. TRAFFIC ADJUSTMENTS DURING OFF-PEAK PERIODS

3.1 Compensable Traffic Adjustments

If a Traffic Adjustment of a type described below occurs on the Motorway during an Off-Peak Period as a direct result of a Permitted RMS Activity or carrying out a New Network Project, then RMS will pay to the Project Trustee an amount in respect of that Traffic Adjustment calculated in accordance with paragraph 4 of this Schedule 29:

- (a) the complete closure of a carriageway for more than 10 minutes in any one hour period; and
- (b) both lanes of the carriageway are available but the posted speed limit is reduced by more than 20 km/h below the level applying immediately prior to the Traffic Adjustment.

3.2 Non-compensable Traffic Adjustments

RMS will not be liable to pay any amount to the Project Trustee in respect of:

- (a) the following types of Traffic Adjustments, if they occur during an Off-Peak Period:

- (i) the posted speed limit of a carriageway is reduced by not more than 20 km/h below the level applying immediately prior to the Traffic Adjustment, but both lanes of the carriageway are still available;
 - (ii) one or more lanes of a carriageway are closed, but at least one lane remains available; or
 - (iii) complete closure of a carriageway for 10 minutes or less in any one hour period; or
- (b) Traffic Adjustments occurring at any time as a result of RMS:
- (i) undertaking a Permitted RMS Activity on parts of the Motorway being maintained by the O&M Contractor during any period the Motorway or a traffic lane of the Motorway is closed in accordance with clause 19.2(a)(i) of the Project Deed;
 - (ii) undertaking a Permitted RMS Activity on terms agreed between RMS and the Project Trustee; or
 - (iii) taking action under clause 8.6(a) following the events referred to in clause 8.6(a)(i) or (as a result of a wrongful act or omission of the Trustees) clause 8.6(a)(ii).

4. **FORMULA FOR CALCULATION OF COMPENSATION**

The amount which RMS must pay the Project Trustee in respect of a Traffic Adjustment referred to in paragraph 2 or 3.1 of this Schedule 29 will be calculated in accordance with the following formula (notwithstanding traffic anomalies due to concurrent events):



Where:

Capping Factor means the Capped Toll Value divided by the Uncapped Toll Value.

Capped Toll Value means the maximum amount of tolls which Project Trustee was entitled to levy for the Trips included in the TLY calculation (regardless of what Project Trustee actually levied).

Charge Toll Multiplier has the meaning given to it in paragraph 8.2 (factor C) of the Toll Calculation Schedule.

Distance Based Component means the Distance Delta x Theoretical Toll Rate x Charge Toll Multiplier.

Distance Delta means the aggregate Section Delta for each relevant Tollable Section in which the Traffic Adjustment occurs.

Flag Fall Component means the Trip Delta x Flag Fall Toll.

Flag Fall Toll has the meaning given to it in the Toll Calculation Schedule.

Loss Factor means an amount of █% representing an approximation of the proportion of Trips for which tolls are not recovered due to technical leakage, exempt vehicles and unrecovered no arrangement travel.

Motorway Opening Date means:

- (a) in respect of the Main Tunnel, the Date of Opening Completion; and
- (b) in respect of the Rozelle Interchange, the Rozelle Interchange Transfer Date.

Section Delta means for each Tollable Section impacted by the Traffic Adjustment, TLY less T for that Tollable Section multiplied by the distance of that Tollable Section in section 7.1 of the Toll Calculation Schedule.

T is the number of Trips for the Tollable Sections impacted by the Traffic Adjustment over the Period of the Traffic Adjustment.

Theoretical Toll Rate has the meaning given to it in the Toll Calculation Schedule.

TLY is:

- (a) subject to paragraphs (b) and (c), the average number of Trips for the Tollable Sections impacted by the Traffic Adjustment over the 12 months prior to the date of the Traffic Adjustment for the equivalent Period;
- (b) for any Traffic Adjustment within 30 days after the Motorway Opening Date, the number of Trips for the Tollable Sections impacted by the Traffic Adjustment for the most recent equivalent Period (not itself subject to any Traffic Adjustment) prior to the date of the Traffic Adjustment; or
- (c) subject to paragraph (b), for any Traffic Adjustment within 2 years after the Motorway Opening Date, the average number of Trips for the Tollable Sections impacted by the Traffic Adjustment over the previous 30 days prior to the date of the Traffic Adjustment for the equivalent Period.

Tollable Section has the meaning given to it in the Toll Calculation Schedule.

Trip has the meaning given to it in the Toll Calculation Schedule.

Trip Delta means for each Tollable Section impacted by the Traffic Adjustment TLY less T for that Tollable Section.

Uncapped Toll Value means the maximum amount of tolls which Project Trustee would have been entitled to levy for the Trips included in the TLY calculation as if section 9 of the Toll Calculation Schedule did not apply to any Trips.

5. **VEHICLE CLASSES**

The amounts in paragraph 4 of this Schedule 29 will be calculated separately for each Vehicle Class.

6. **COMPENSATION PRINCIPLE**

Notwithstanding anything in this Schedule 29, the Project Trustee is not entitled to an amount under this Schedule 29 in respect of passages by Vehicles on the Motorway which have not or may not have occurred due to a Traffic Adjustment which is greater than the amount which the Project Trustee would have been entitled to charge under the Toll Calculation Schedule in respect of those passages if they had occurred.

SCHEDULE 30

Project Insurances

(clause 26)

1. INSURANCES DURING THE PROJECT WORKS

- (a) Before the Asset Trustee commences any of the Project Works or the Temporary Works, the Asset Trustee must effect and maintain (or cause to be effected and maintained) the following:
- (i) a contract works or construction risks policy of insurance:
 - (A) in respect of the Project Works, the Temporary Works, Key Plant and Equipment, the existing improvements on the Construction Site and all things brought on to the Construction Site by the Asset Trustee, the State Works Contractor or the Contractor for the purpose of the Project Works or the Temporary Works, including tunnelling equipment and all insured property whilst in transit inland;
 - (B) against such risks as are reasonably required by RMS;
 - (C) for an amount of not less than [REDACTED] (as defined in the Main Tunnel D&C Deed) on a replacement and reinstatement basis (plus demolition and removal of debris, fees for the project managers and other consultants) of the works under the Main Tunnel D&C Deed, including a tunnel works sublimit for a minimum of \$ [REDACTED] for any single occurrence, and including testing and commissioning activities in connection with the Main Tunnel, the rectification of Defects and an amount to cover additional costs and expenses to expedite the commencement or completion or repair; and
 - (D) with a maximum excess of \$ [REDACTED];
 - (ii) not used;
 - (iii) inland transit and/or overseas transit insurance in respect of relevant items intended to be employed, used or incorporated in the Project Works or Temporary Works and the Asset Trustee's Activities in respect of the Main Tunnel Works;
 - (iv) public and products liability insurance covering liability in respect of:
 - (A) loss of, loss of use of, destruction or damage to, real or personal property; and
 - (B) injury (including mental illness) to, or disease or death of, persons, arising out of or in connection with the Project Works and Temporary Works and the Asset Trustee's Activities (including third party property damage arising out of the use of plant, equipment and motor vehicles that are not road registered) for a minimum of \$ [REDACTED] for any single occurrence and unlimited in the aggregate (other than products liability which is limited in the aggregate) for any one period of insurance and with a maximum excess of \$ [REDACTED]

- (v) project specific professional indemnity insurance for any breach of a duty owed in a professional capacity or for any act or omission in the rendering of or failure to render professional services (including design) by the Contractor, the Tolling Equipment Works Contractor and the IOMCS and OMCS Subcontractor (if relevant) and their professional consultants for a minimum of \$ [REDACTED] for any one claim and in the aggregate during the period of insurance with a maximum excess of \$ [REDACTED];
 - (vi) workers' compensation insurance as required by Law under any statute relating to workers' or accident compensation;
 - (vii) not used;
 - (viii) motor vehicle insurance covering physical loss or damage to the Contractor's or the Asset Trustee's vehicles, whether owned, hired or leased, which are brought to the Construction Site for an amount not less than the market value of such vehicles and third party property damage for all road registered plant, equipment and motor vehicles used in connection with the Asset Trustee's Activities for a minimum of \$ [REDACTED] for any one occurrence and unlimited in aggregate as to the number of occurrences and with a maximum excess of \$ [REDACTED] and
 - (ix) if any work for or in connection with the deed includes asbestos removal, decontamination or other works involving asbestos, asbestos liability insurance for a minimum of \$ [REDACTED] for any one occurrence and in the aggregate during the period of insurance and with a maximum excess of \$ [REDACTED] before the Asset Trustee commences any of that work.
- (b) The Asset Trustee must maintain (or cause to be maintained) an open policy of overseas transit insurance, as referred to in section 1(a)(iii), covering all overseas shipments in relation to the Project Works, Temporary Works and the Asset Trustee's Activities regardless of when the transit occurs.
- (c) Before the Asset Trustee commences any of the Project Works or the Temporary Works on the Construction Site, the Asset Trustee must effect and maintain (or cause to be effected and maintained) plant and equipment insurance covering all Construction Plant (whether owned, hired or leased by the Asset Trustee) against physical loss or damage to such plant for an amount not less than [REDACTED] and with a maximum excess of \$ [REDACTED].
- (d) The Asset Trustee must maintain (or cause to be maintained) the insurances referred to in sections 1(a), 1(b) and 1(c) until:
- (i) in the case of the professional indemnity insurance, 6 years after the Date of Opening Completion;
 - (ii) not used;
 - (iii) in the case of overseas transit insurance, until the date on which the last transit occurs; and
 - (iv) in the case of all other insurances, the expiration of the last Defects Correction Period relating to the Main Tunnel.

2. **INSURANCES DURING THE TERM (OPERATIONS INSURANCE)**

From the Date of Opening Completion until the end of the Term, the Project Trustee must effect and maintain (or cause to be effected and maintained) in respect of the Motorway the following:

- (a) an industrial special risks policy of insurance covering the Motorway against physical loss or damage and such other risks as are reasonably required by RMS from time to time (plus an additional amount to cover the cost of demolition and removal of debris, fees for the project managers and other consultants) of the works under this deed including testing and commissioning activities in connection with the Project, and an amount to cover additional costs and expenses to expedite the commencement or completion or repair, provided that the minimum limit of such coverage will be \$ [REDACTED];
- (b) public and product liability insurance covering claims in respect of:
 - (i) loss of, loss of use of, destruction or damage to, real or personal property; and
 - (ii) injury to, or disease or death of, persons,

arising out of or in connection with the operation, use, repair or maintenance of the Motorway for at least \$ [REDACTED] for any single occurrence and unlimited in the aggregate as to the number of occurrences for any one period of insurance other than products liability which will be limited in the annual aggregate;
- (c) workers' compensation insurance as required by Law under any statute relating to workers' or accident compensation;
- (d) motor vehicle insurance covering physical loss or damage to vehicles, whether owned, hired or leased, which are used in connection with the Project Trustees Activities or the Integrated Operations Activities for an amount not less than the market value of such vehicles and third party property damage for all motor vehicles for at least \$ [REDACTED] for any one occurrence and unlimited in the aggregate as to the number of occurrences;
- (e) business interruption insurance for a 24 month indemnity period covering all standing charges (including debt service obligations) and loss of anticipated net revenue; and
- (f) any other insurances which RMS reasonably requires and which are commonly effected by land owners, lessees or contractors in the position of the Project Trustee provided those insurances can be obtained on payment of a reasonable premium.

From the Date of Opening Completion until the end of the Term, the Asset Trustee must effect and maintain (or cause to be effected and maintained) the insurances referred to in paragraphs (a) to (f) above to also cover Asset Renewal in respect of the Motorway, unless otherwise agreed with RMS.

3. GENERAL REQUIREMENTS

- (a) All insurances which the Trustees are required to effect or maintain (or cause to be effected and maintained) under this deed:
 - (i) must be effected with an Approved Insurer;
 - (ii) must be on the terms required by this Schedule 30 and otherwise as approved by RMS (which approval will not be unreasonably withheld or delayed);
 - (iii) must not contain any exclusion, endorsement or alteration, unless it is first approved by RMS;

- (iv) must:
 - (A) in the case of the:
 - (aa) insurances specified in sections 1(a)(i), 1(a)(iii), 1(a)(iv), and 1(a)(ix);
 - (bb) not used; and
 - (cc) insurances specified in sections 2(a), 2(b) and 2(d),
 be in the joint names of the Asset Trustee, the Project Trustee, subcontractors of every tier, and RMS and such others as have an insurable interest under the Project Documents (including, in respect of the insurances specified in 1(a)(i), 1(a)(iv), 2(a) and 2(b), the Security Trustee and Debt Financiers, once the Debt Financing Documents come into effect and including, in respect of the insurances specified in 1(a)(i) and 1A(a)(i), the State Works Contractor) for their respective rights, interests and liabilities and in which the insurer waives all rights of subrogation which it may have or acquire against all or any of the persons comprising the insured; and
 - (A) in the case of the insurance specified in section 1(a)(viii), include RMS, the Asset Trustee and State Works Contractor as additional insureds in respect of any third party property damage;
- (v) Not Used;
- (vi) except in the case of the insurances referred to in sections 1(a)(v), 1(a)(vi) and 2(c), must contain a term which requires the insurer to give RMS, the Asset Trustee and the Project Trustee 20 Business Days' notice in writing prior to:
 - (A) the insurer giving the party arranging the relevant insurance a notice of cancellation;
 - (B) the insurer cancelling the policy on the request of the party arranging the relevant insurance;
 - (C) the party arranging the relevant insurance allowing the policy to expire; or
 - (D) the insurer giving the party arranging the relevant Project Insurance any other notice in respect of the policy that is relevant to the Project Works or Motorway;
- (vii) in the case of the insurance specified in section 1(a)(i), must specify RMS, the Asset Trustee, the Project Trustee, the State Works Contractor and the Contractor as joint loss payees;
- (viii) in the case of the insurances specified in sections 2(a) and 2(f) (as applicable), must specify RMS, Asset Trustee, the Project Trustee as joint loss payees;
- (ix) in the case of the insurances which are in joint names, the insurance must contain:

- (A) a waiver of subrogation clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured; and
 - (B) a cross liability clause for the purposes of which the insurer accepts the term "insured" as applying to each of the persons comprising insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result);
- (x) in the case of the insurances specified in sections 1(a)(i) and 2(a) must be endorsed to note and allow the Trustees obligations under clause 26.9, to the effect that compliance by the Trustees with the provisions of that clause will not prejudice a Trustee's or any other insured parties' rights to indemnity under the insurances;
 - (xi) in the case of the insurance specified in section 1(a)(v) must include a principal's indemnity endorsement in favour of the Asset Trustee, the Project Trustee, the State Works Contractor and RMS (to the extent that RMS, the Asset Trustee, the Project Trustee or the State Works Contractor has any liability as a principal), in a form approved by RMS (which approval will not be unreasonably withheld or delayed); and
 - (xii) must be subject to the laws of Australia (or an Australian State or Territory) and their courts.
- (b) The Trustees must:
- (i) except in the case of the insurances referred to in 2(c), give RMS (and any other person in whose name a Project Insurance is effected) certificates of currency when requested by RMS and certified copies of all:
 - (A) policies, including policy schedules;
 - (B) renewal certificates;
 - (C) endorsements ; and
 - (D) cover notes and slips,
 as soon as it receives them from the insurer;
 - (ii) in the case of the insurances referred to in sections 1(a)(v) and 1(a)(vi), give RMS certificates of currency when requested by RMS; and
 - (iii) where a policy is in joint names or there are two or more insureds, have each such policy endorsed to the effect that the insurer agrees that any act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of condition or warranty by any one insured party shall not prejudice or invalidate the rights of the other parties comprising the insured who are themselves not guilty of such act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of condition or warranty.
- (c) The Asset Trustee must ensure that the policies of insurance referred to in sections 1(a)(iv), 1(a)(v) and 2(b) (subject to the limitations in cover provided by the insurance market and policy terms, conditions and deductibles):

- (i) covers each of the Asset Trustee and the Project Trustee (and in respect of 1(a)(iv) and 1(a)(v) the State Works Contractor) for potential liability to RMS assumed by reason of the exclusion of Part 4 of the Civil Liability Act 2002 (NSW); and
- (ii) does not exclude any potential liability the Asset Trustee or the Project Trustee may have had to RMS under or by reason of this deed, or the State Works Contractor may have had to RMS under or by reason of the Main Tunnel State Works Deed.

SIGNED as a deed poll.

SIGNED, SEALED and DELIVERED for
and on behalf of [*insert name of*
Financial Institution]

by its Attorney under a Power of Attorney
dated _____, and
the Attorney declares that the Attorney
has not received any notice of the
revocation or suspension of such Power of
Attorney, in the presence of:

Signature of Attorney

Signature of Witness

Name of Attorney in full

Name of Witness in full

SCHEDULE 32

Key Plant and Equipment

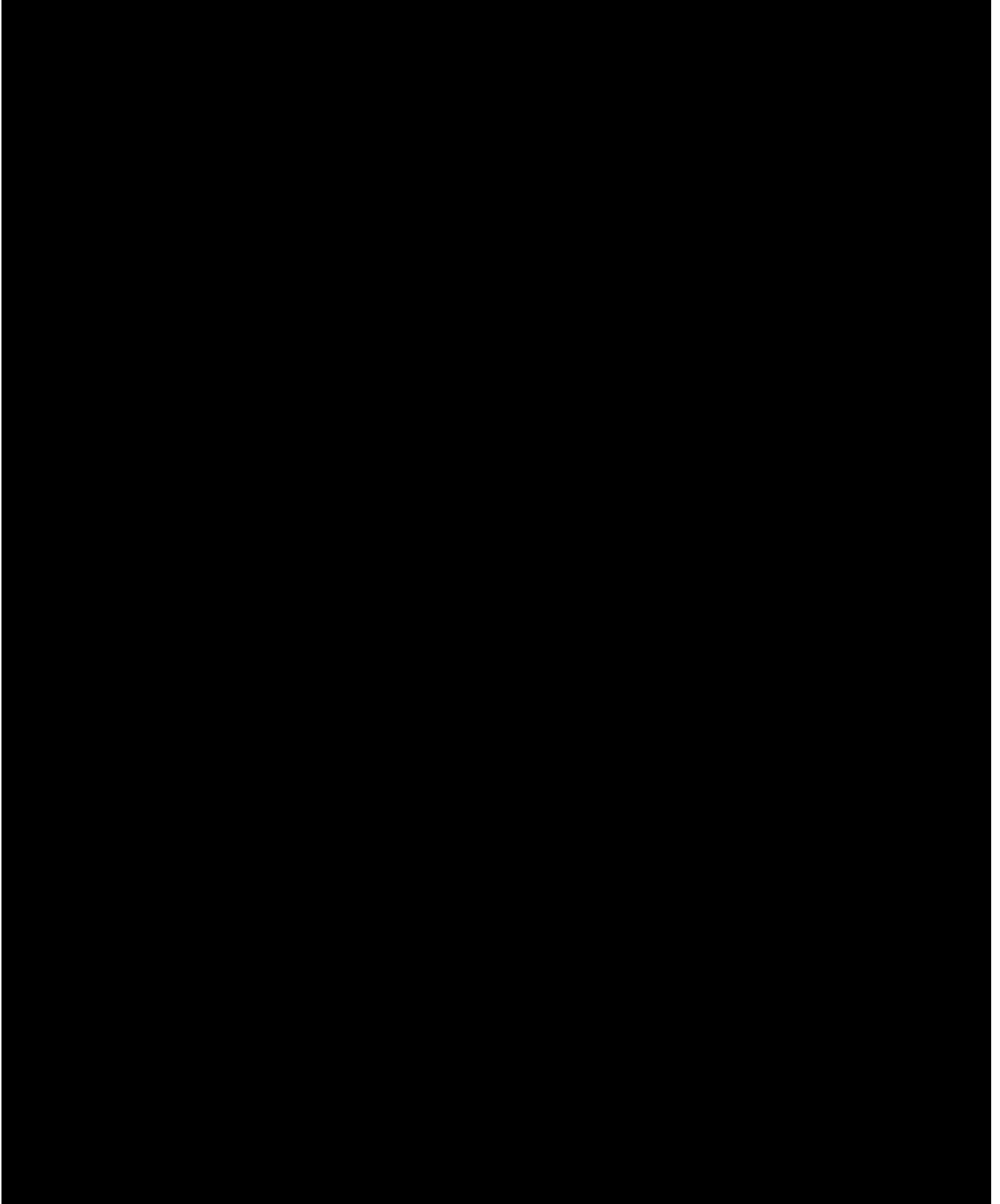
(Clause 1.1 definition of "Key Plant and Equipment")

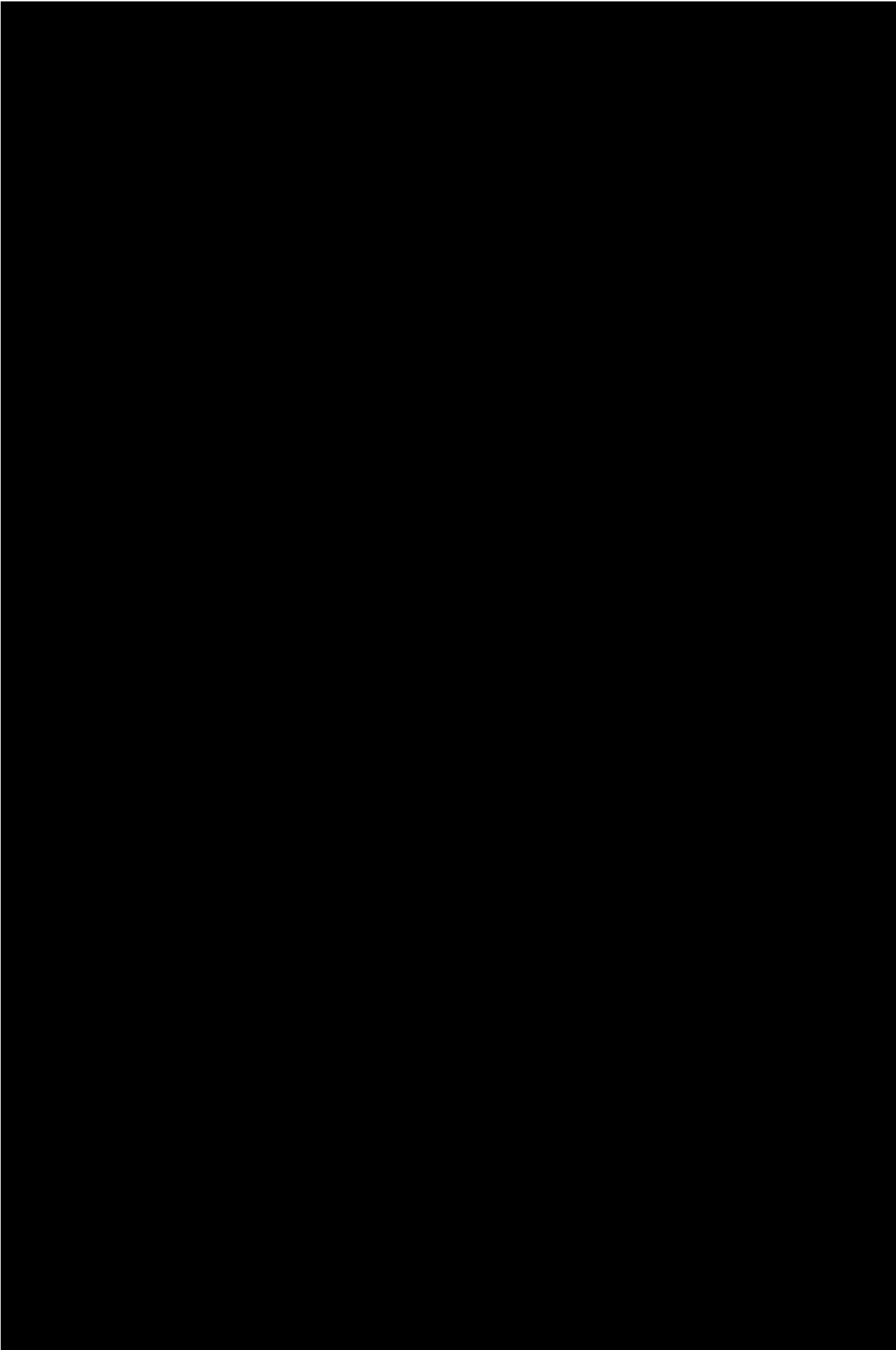
No.	Details of equipment	Number of equipment type	Source for equipment
1.	Roadheader (300kw capability)	22	Sandvik/Mitsui
2.	Roadheader (200kw capability)	4	Mitsui
3.	Ventilation Equipment – De-duster 50m ³ /s	34	CFT
4.	Ventilation Equipment – De-duster 50m ³ /s	6	CFT
5.	Ventilation Equipment – De-duster 50m ³ /s	8	CFT
6.	Ventilation Equipment – De-duster 50m ³ /s	12	Cougarmacoustic
7.	Water treatment plant	4	CPS Water
8.	Surface miner	4	Vermeer

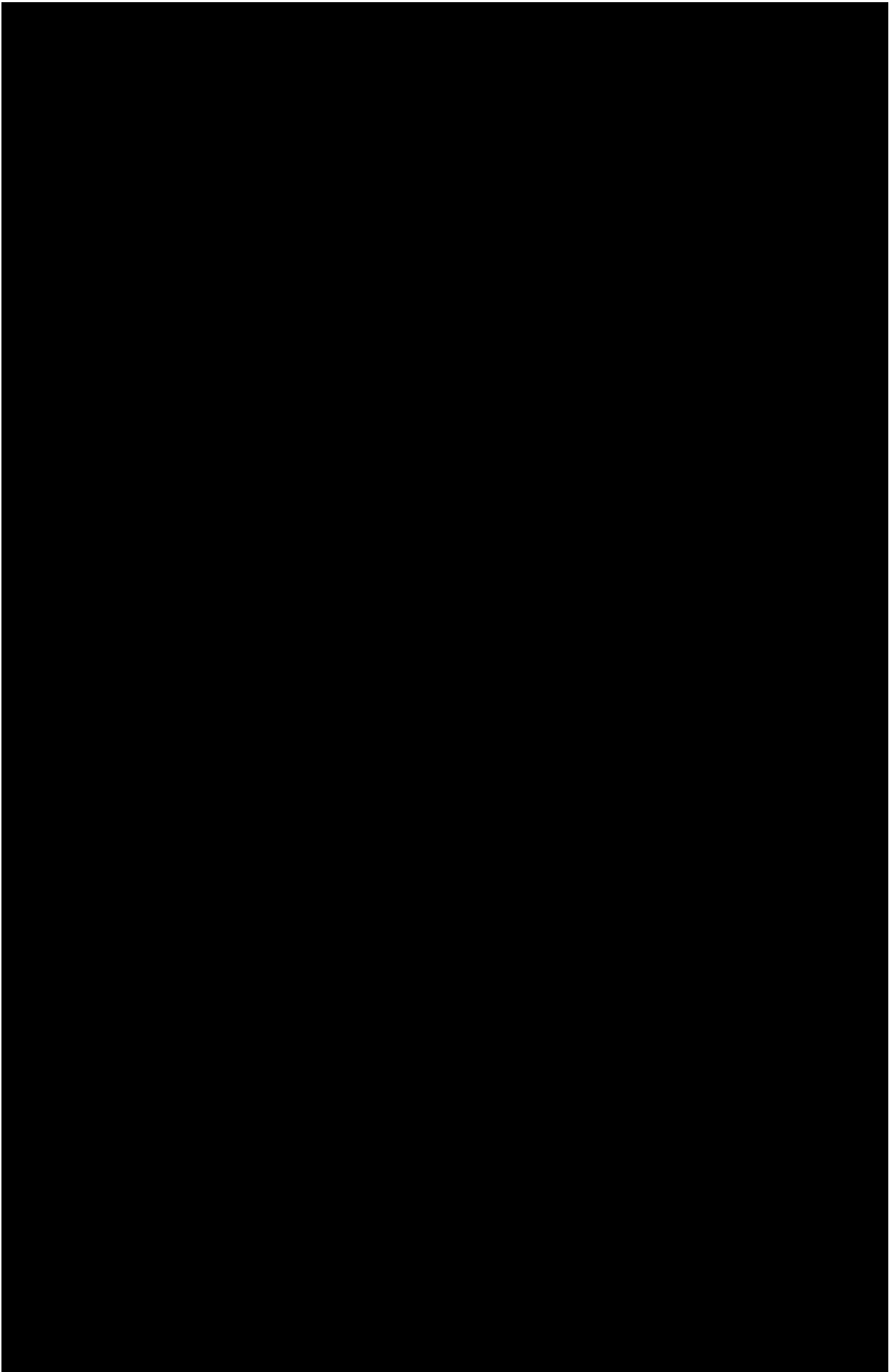
SCHEDULE 33

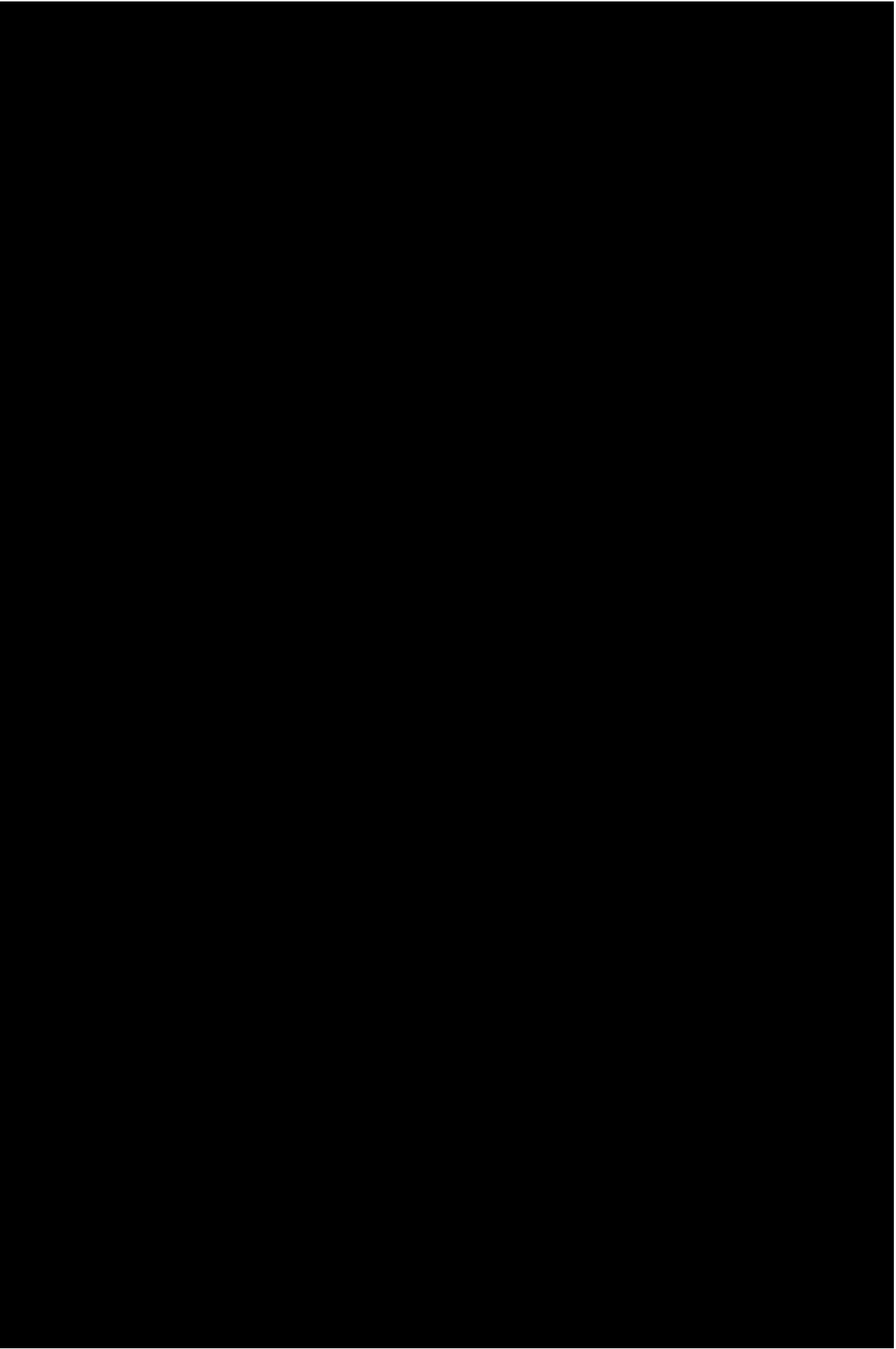
Rozelle Interchange Compensation Principles

(Clause 1.1 definition of "Rozelle Interchange Compensation Principles")









SCHEDULE 33A

RI Works Change Revenue Compensation Procedure

(Clause 4A.3)

1. DEFINITIONS

In this schedule:

Adjustment Date means the date which is 24 months after the Rozelle Interchange Date of Opening Completion.

Adjustment Period means the period from the Rozelle Interchange Date of Opening Completion to the Adjustment Date.

Adjustment Period CFADS Shortfall means the amount by which:

- (a) actual CFADS of the Trustees during the Adjustment Period; is less than
- (b) the CFADS in the Base Case Financial Model at the date of this deed forecast for the same period,

provided that if the amount is less than zero it will be deemed to be zero.

Adjusted O&M and LCC Trigger means a determination by the Independent QS under this Schedule that there is a positive RI Operating Costs Amount.

Compensable RI Scope Change means any difference as at the Rozelle Interchange Transfer Date between:

- (a) Initial Rozelle Interchange Works; and
- (b) the Rozelle Interchange Works comprising the Rozelle Interchange that is transferred to the Trustees in accordance with clause 4A.1 described in the Final Rozelle Interchange SWTC and Rozelle Interchange As-Builts.

Determination Date means the later of:

- (a) the date on which the NFI Statement is provided to RMS by the Trustees; and
- (c) the date of final resolution of any dispute referred for resolution under the Dispute Resolution Procedure in accordance with section 7(e).

Final Rozelle Interchange SWTC has the meaning set out in clause 1.1 of this deed.

Independent FA has the meaning given in section 7(a) of this Schedule.

Independent QS has the meaning given in section 6(a) of this Schedule.

NFI Statement has the meaning given in section 7(a) of this Schedule.

Project Return means post-tax Project internal rate of return as set out in the Model Outputs Schedule at the date of this deed.

Qualifying Revenue Trigger Change means any Compensable RI Scope Change which is:

- (a) any change to the connectivity of the Rozelle Interchange to other roads;

- (b) any change to the traffic carrying capacity or lane configuration of the Rozelle Interchange including the mainline tunnel within the Rozelle Interchange, ramps to and from the Rozelle Interchange and connections between the Rozelle Interchange and other roads; or
- (c) any change to the design speeds or posted speeds for the Rozelle Interchange.

RI Net Financial Impacts Compensation Amount or **RI NFI Compensation Amount** means the compensation calculated in accordance with this Schedule as the aggregate of the Quarterly CFADs Shortfall resulting from:

- (a) a RI Revenue Amount arising from the Compensable RI Scope Change; and
- (b) a RI Operating Costs Amount arising from a Compensable RI Scope Change.

RI Operating Costs Amount means the amount calculated in accordance with this Schedule as the additional Operating Costs to the Trustees as a result of a Compensable RI Scope Change.

RI Revenue means the revenue generated or forecast to be generated by the Trustees as a result of operating the Motorway that is attributable to the Rozelle Interchange forming part of the Motorway.

RI Revenue Amount means the amount calculated in accordance with this Schedule as the lost revenue to the Trustees as a result of a Compensable RI Scope Change.

RI Scope Change Compensation means the sum of compensation for RI Change Costs associated with a Compensable RI Scope Change adverse RI Net Financial Impacts Compensation arising from a Compensable RI Scope Change calculated under this Schedule.

Quarterly CFADS Shortfall has the meaning given in section 7(d)(vi).

2. ENTITLEMENT TO RI SCOPE CHANGE COMPENSATION

- (a) Pursuant to clause 4A.3, the Project Trustee will be entitled to payment from RMS of the RI Scope Change Compensation if:
 - (i) the Independent Certifier has issued a Notice of Opening Completion;
 - (ii) there is a Compensable RI Scope Change;
 - (iii) the conditions in section 3(a) of this Schedule have been satisfied; and
 - (iv) the amount of the RI Scope Change Compensation would be more than the threshold amount specified in section 3(b) of this Schedule.
- (b) If following the Rozelle Interchange Transfer Date, the Trustees believe that they are entitled to RI Scope Change Compensation, the Trustees must give to RMS a notice within 36 months of the Rozelle Interchange Transfer Date (**Claim Notice**) stating:
 - (i) that the Trustees make a claim for RI Scope Change Compensation;
 - (ii) whether the Trustees believe RMS has provided the information and documentation relating to the Rozelle Interchange as required by clause 4A of this deed;

- (iii) which elements of the RI Scope Change Compensation the Trustees intend to claim;
- (iv) details of the proposed form and format of information that will be provided by the Trustees for the purposes of the claim under this Schedule;
- (v) details of the proposed form and format of information that will be provided by the Project Trustee pursuant to clause 20.1(j) of this deed for the 24 month period to the Adjustment Date; and

and attaching copies of the Updated Traffic Report, the Updated Costs Report and the NFI Statement prepared in accordance with this Schedule.

- (c) The Trustees must also provide any other information reasonably required by RMS to assess whether a Compensable RI Scope Change has occurred, the validity of the Trustees claim for RI Scope Change Compensation and the potential quantum of the RI Scope Change Compensation claimed.
- (d) If the Trustees give RMS a notice under section 2(b) of this Schedule, then as soon as possible but no later than 20 Business Days after RMS has received the notice which meets the requirements in section 2(b) of this Schedule), the parties must meet to negotiate in good faith on whether a Compensable RI Scope Change has occurred.

3. CONDITIONS TO RI SCOPE CHANGE COMPENSATION

- (a) The Project Trustee will only be entitled to be compensated for an element of RI Scope Change Compensation described in the table below if the relevant conditions in the "Condition" column of the table have been satisfied:

RI Scope Change Compensation Element	Condition
RI NFI Compensation Amount – RI Revenue Amounts	<ul style="list-style-type: none"> (a) the occurrence of a Compensable RI Scope Change; (b) the delivery of a Claim Notice by the Trustees which meets the requirements of this Schedule; (c) Adjustment Period CFADS Shortfall is greater than zero; and (d) the occurrence of a Qualifying Revenue Trigger Change.
RI NFI Compensation Amount – RI Operating Costs Amounts	<ul style="list-style-type: none"> (a) the occurrence of a Compensable RI Scope Change; and (b) the delivery of a Claim Notice by the Trustees which meets the requirements of this schedule.

- (b) The Trustees will only be entitled to any payment of RI NFI Compensation Amounts if the net present value (as at the Adjustment Date) of all RI NFI Compensation Amounts set out in an NFI Statement calculated in accordance with this Schedule (and discounted at the Project Return) is greater than A\$25 million.

4. **CALCULATION AND PAYMENT OF CHANGE COSTS**

To the extent that the Compensable RI Scope Change requires a Change to be made to the Main Tunnel Works or the Motorway prior to the Rozelle Interchange Transfer Date, clause 14.1 of this deed will apply as if RMS had issued a Change Order.

5. **UPDATED TRAFFIC REPORT**

- (a) If the Trustees intend to issue a Claim Notice in accordance with this Schedule the Trustees must appoint a suitably qualified expert chosen or employed by the Trustees (**Traffic Expert**) for the purposes of this Schedule.
- (b) The Trustees must procure that the Traffic Expert prepares a detailed report forecasting the traffic for the Motorway during the Term in accordance with terms of reference meeting the requirements of section 5(c) of this Schedule (**Updated Traffic Report**).
- (c) The basis of preparation of the Updated Traffic Report and the assumptions made in the Updated Traffic Report must be as follows:
 - (i) the starting position for the Updated Traffic Report will be the P50 forecasts prepared by GTA for each of the Mainline Tunnel and the Rozelle Interchange the purposes of and as set out in the Base Case Financial Model at the date of this deed (**BCFM Forecast**);
 - (ii) the Updated Traffic Report must produce a like for like comparison with BCFM Forecast including in approach, methodology and calculation method; and
 - (iii) the only assumptions that the Traffic Expert may make in preparing the Updated Traffic Report which differ from the assumptions made in the BCFM Forecasts are:
 - (A) assumptions arising directly as a result of Qualifying Revenue Changes the subject of the Compensable RI Scope Change; and
 - (B) replacing the Date for Opening Completion which was assumed in the BCFM Forecast with the Date of Opening Completion.
- (d) The Trustees must provide the Updated Traffic Report to RMS as part of the Claim Notice.
- (e) RMS may within 30 Business Days of receipt of the Updated Traffic Report dispute the findings in the Updated Traffic Report by referring the matter for dispute under the Dispute Resolution Procedure.

6. **UPDATED COST REPORT**

- (a) If the Trustees intend to issue a Claim Notice in accordance with this Schedule in respect of an RI Operating Costs Amount, prior to the day 60 Business Days after the Adjustment Date, the Trustees must appoint a suitably qualified independent quantity surveyor chosen by the Trustees (**Independent QS**) for the purposes of this Schedule.
- (b) The Trustees must:
 - (i) procure that the Independent QS prepares a detailed report forecasting the expected O&M Costs and Lifecycle Costs for the Motorway (including the Rozelle Interchange) during the Term;

- (ii) procure that the Independent FA prepares a detailed report for the purposes of calculating any change to the Percentage (as defined in the M4-M5 Link Subleases) arising directly as a result of the changes the subject of the Compensable RI Scope Change using the same approach, methodology, calculation method and financial model as that used for the Percentage (as defined in the M4-M5 Link Subleases) in the Base Case Financial Model as at the date of this deed; and
- (iii) prepare an updated forecast of all other Costs forecast in the Base Case Financial Model incurred by the Trustees in relation to the operation of the Rozelle Interchange during the Term,

(together the **Updated Costs Report**).

- (c) The basis of preparation of the Updated Costs Report and the assumptions made in the Updated Costs Report must be as follows:
 - (i) the starting position for the Updated Costs Report will be the forecasts of Costs, O&M Costs and Lifecycle Costs in the Base Case Financial Model at the date of this deed;
 - (ii) the Updated Costs Report must produce a like for like comparison with forecast Costs, O&M Costs and Lifecycle Costs in the BCFM including in approach, methodology and calculation method and must only include margins and overheads consistent with the methodology in the BCFM;
 - (iii) the Updated Costs Report must recognise any change in amount and timing of payment of O&M Costs and Lifecycle Costs arising directly as a result of the changes the subject of the Compensable RI Scope Change; and
 - (iv) the Date for Opening Completion which was assumed in the BCFM Forecast will be replaced with the Date of Opening Completion.
- (f) The Trustees must provide a copy of the Updated Costs Report to RMS as part of the Claim Notice.
- (g) RMS may within 30 Business Days of receipt of the Updated Costs Report dispute the findings in the Updated Costs by referring the matter for dispute under the Dispute Resolution Procedure.

7. **NFI STATEMENT**

- (a) If the Trustees intend to issue a Claim Notice in accordance with this Schedule the Trustees must appoint a suitably qualified independent financial adviser chosen by the Trustees (**Independent FA**) for the purposes of this Schedule (including for the purposes of section 6 of this Schedule).
- (b) The Trustees must procure that the Independent FA prepares an updated Model Output Schedule for the Motorway for the Term in accordance with Section 7(c) and (d) of this Schedule (**NFI Statement**) as part of the Claim Notice.
- (c) The basis of preparation of the NFI Statement and the assumptions made in preparing the NFI Statement must be as follows:
 - (i) the starting position for the NFI Statement will be the separate compensation section of the Model Output Schedule in the Base Case Financial Model at the date of this deed;

- (ii) the NFI Statement must use the same approach, methodology, calculation method and financial model as the BCFM.
- (iii) in preparing the NFI Statement, the Independent FA may only change the Model Output Schedule and, for the purposes of this calculation only, the Base Case Financial Model, in accordance with Annexure A, including in the following manner:
 - (A) If an Updated Traffic Report has been provided to RMS, pursuant to Part 2 of Annexure A with the information in the Updated Traffic Report (**Updated RI Revenue Forecast**) and only if the conditions in Section 3 of this Schedule relating to RI Revenue Amounts are satisfied;
 - (B) If an Updated Costs Report has been provided to RMS, pursuant to Part 2 with the information in the Updated Costs Report (**Updated RI Operating Costs Forecast**) and only if the conditions in Section 3 of this Schedule relating to RI Operating Costs Amounts are satisfied; and
 - (C) the Date for Opening Completion which was assumed in the BCFM Forecast will be replaced with the Date of Opening Completion.
- (d) The NFI Statement must set out for each Quarter in the Term:
 - (i) the Updated RI Revenue Forecast for the period from the Rozelle Interchange Date of Opening Completion until the Final Expiry Date;
 - (ii) the RI Revenue Amounts being amounts by which the RI Revenue in the BCFM (at the date of this deed) exceeds the Updated RI Revenue Forecast in the NFI Statement;
 - (iii) the Updated RI Operating Costs Forecast for the period from the Rozelle Interchange Date of Opening Completion until the Final Expiry Date;
 - (iv) the RI Operating Costs Amount being amount by which the RI Operating Costs in the BCFM (at the date of this deed) exceeds the Updated RI Operating Costs forecast in the NFI Statement;
 - (v) the consequently calculated Updated CFADS Forecast for the period from the Rozelle Interchange Date of Opening Completion until the Final Expiry Date (**Updated CFADS**); and
 - (vi) the amount by which the CFADS in the BCFM (at the date of this deed) (**Original CFADS**) exceeds the Updated CFADS (**Quarterly CFADS Shortfall**), provided that if the amount is negative it will be deemed to be zero.
- (e) RMS may within 30 Business Days of receipt of the NFI Statement dispute the findings or calculations by referring the matter for dispute under the Dispute Resolution Procedure.

8. **CALCULATION OF RI NFI COMPENSATION AMOUNT**

- (a) The maximum RI NFI Compensation payable by RMS in any Quarter is the Quarterly CFADS Shortfall (**Quarterly Cap**).
- (b) The sum of all Quarterly CFADS Shortfalls on a nominal basis is the maximum RI NFI Compensation Amount payable by RMS (**Total Cap**).

- (c) If, in any Quarter from the Rozelle Interchange Transfer Date until the Final Expiry Date,
 - (i) the NFI Statement sets out a Quarterly CFADS Shortfall; and
 - (ii) the sum of all RI NFI Compensation Amounts paid by RMS under this Schedule prior to that Quarter is less than the Total Cap (treating any lump sum payments made under section 9 below as if made on a nominal basis in the Quarter to which they relate),

1. then the RI NFI Compensation Amount for that Quarter will be determined as follows:

RI Net Financial Impact Compensation Amount or RI NFI CA

RI NFI CA = Original CFADS – Actual CFADS

Where:

Actual CFADS = the CFADS earned by the Trustees in that Quarter; and,

Original CFADS = the CFADS in the BCFM (at the date of this deed),

provided that if:

- (A) Actual CFADS is less than Updated CFADS, the RI NFI CA for that Quarter will be the Quarterly Cap; and
- (B) Actual CFADS is more than the Original CFADS, the RI NFI CA for that Quarter will be nil.

9. PAYMENT PROVISIONS

- (a) RMS must pay to the Project Trustee the RI NFI Compensation Amount for each Quarter in the period from the Rozelle Interchange Date of Opening Completion until the Determination Date within 10 Business Days of the Determination Date.
- (b) Subject to section 9(c) of this Schedule, RMS must make payment of a RI NFI Compensation Amount for a Quarter after the Determination Date within 10 Business Days of the end of that Quarter.
- (c) RMS may, in its absolute discretion for any reason and at any time, by notice in writing to the Asset Trustee, elect to make payment of the RI NFI Compensation Amount in one or a number of lump sum payments in accordance with section 9(e) of this Schedule.
- (d) The notice under section 9(c) must set out:
 - (i) the election to make a lump sum payment;
 - (ii) the Quarters for which the lump sum payment is to be made; and
 - (iii) provide reasonable calculations of the net present value (discounted at the Project Return) to the date of proposed payment by RMS of the Quarterly CFADS Shortfalls the subject of the lump sum payment.

- (e) If RMS gives notice under section 9(c), RMS must make payment to the Project Trustee of the amount specific in the notice within 20 Business Days of the end of the Quarter in which the notice was given.
- (f) Payment of a lump sum under section 9(e) of this Schedule will be applied in satisfaction of Quarterly CFADS Shortfalls on the basis that:
 - (i) the lump sum discharges Quarterly CFADS Shortfalls arising earliest in time; and
 - (ii) the lump sum is applied to payment of the net present value (discounted at the Project Return) to the date of payment of future Quarterly CFADS Shortfalls; and
 - (iii) no rebate or clawback is made (either in applying the lump sum payment or calculation of any future entitlement to RI NFI Compensation) for any amount by which the Actual CFADS exceeds the Updated CFADS for the Quarter to which the Quarterly CFADS Shortfall related.
- (g) If RMS has made an election for a lump sum payment for a period of less than the Term, RMS may give further notice under section 9(c) for any future Quarters.

10. **BCFM**

Nothing in this schedule updates, amends, varies, replaces or supplements the BCFM.

11. **DISPUTES**

Any dispute or difference arising out of, relating to, or in connection with any matter under this Schedule or its subject matter must be resolved in accordance with Schedule 3 (Dispute Resolution Procedure).

12. **GENERAL OBLIGATIONS**

- (a) The Project Trustee must use all reasonable endeavours to Mitigate any Losses, costs and expenses they may incur as a consequence of a Compensable RI Scope Change.
- (b) Any RI Scope Change Compensation payable must be calculated in accordance with this Schedule 33A without any double counting.

	Description of Updated input	Model Input Reference / Label	Model Reference
		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
1	[REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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	Description of Updated input	Model Input Reference / Label	Model Reference
		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>

3. Model Outputs

Description of Updated Output	Model Output Reference / Label	Model Reference
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>

SCHEDULE 34

Delay Cost Caps

(Clause 16.9)

Part A: General

Section 1: Trustee's Own Delay Costs

Phase	Title	Definition – Start	Definition – Finish	Delay Cost Cap (upper limit)
1	Enabling, Construction and Commissioning	Date of Project Deed	Opening Completion achieved	\$ [REDACTED] per day

Section 2: D&C Delay Costs

Phase	Title	Definition – Start	Definition – Finish	Contractor's Delay Cost Cap (upper limit)
1	Enabling phase	D&C Commitment Effective Date	Commencement of tunnel excavation works (start of road header excavation from surface compounds)	\$ [REDACTED] per day
2	Construction phase	Commencement of tunnel excavation works (start of road header excavation from surface compounds)	The latter of: (a) Handover of Rozelle Interface Works to the Rozelle Interchange Contractor; or (b) Completion Tunnel fitout for M&E and Civil Works.	\$ [REDACTED] per day
3	Commissioning complete phase	The later of: (a) Handover of Rozelle Interface Works to the Rozelle Interchange Contractor; or (b) Completion of Tunnel fitout for M&E and Civil Works.	Opening Completion achieved	\$ [REDACTED] per day
4	Post Opening Completion phase	Opening Completion achieved	Completion achieved	\$ [REDACTED] per day

Section 3: O&M Delay Costs:

Phase	Title	Definition – Start	Definition – Finish	Delay Cost Cap (upper limit)
1	Enabling, Construction and Commissioning	Date of Project Deed	Opening Completion achieved	\$ [REDACTED] per day

Section 4: Tolling (Back Office) Service Provider Delay Costs

In addition to the Contractor's Delay Costs, for all periods, the Tolling (Back Office) Delay Costs shall be \$ [REDACTED] per day.

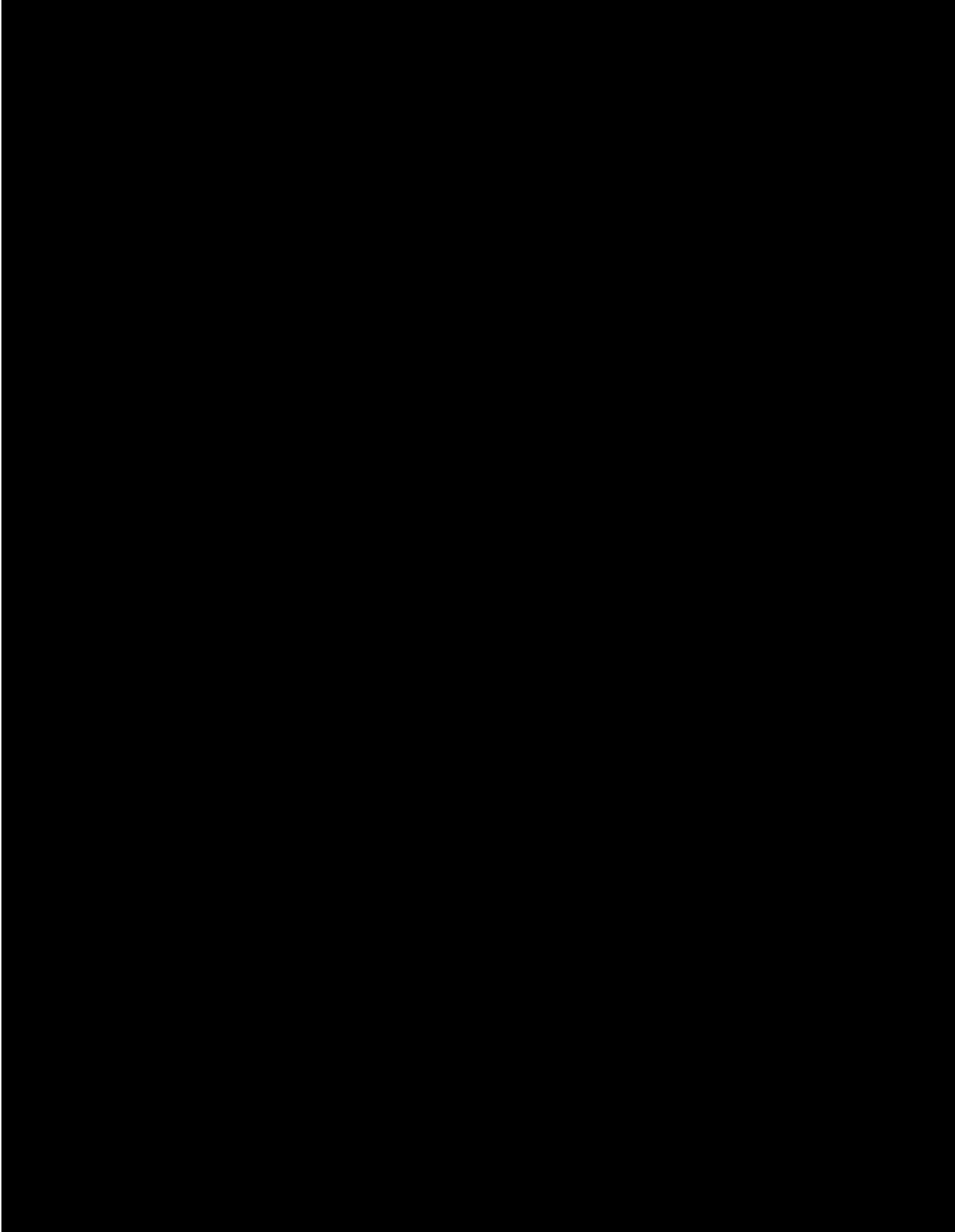
Part B: WestConnex Integration Sites

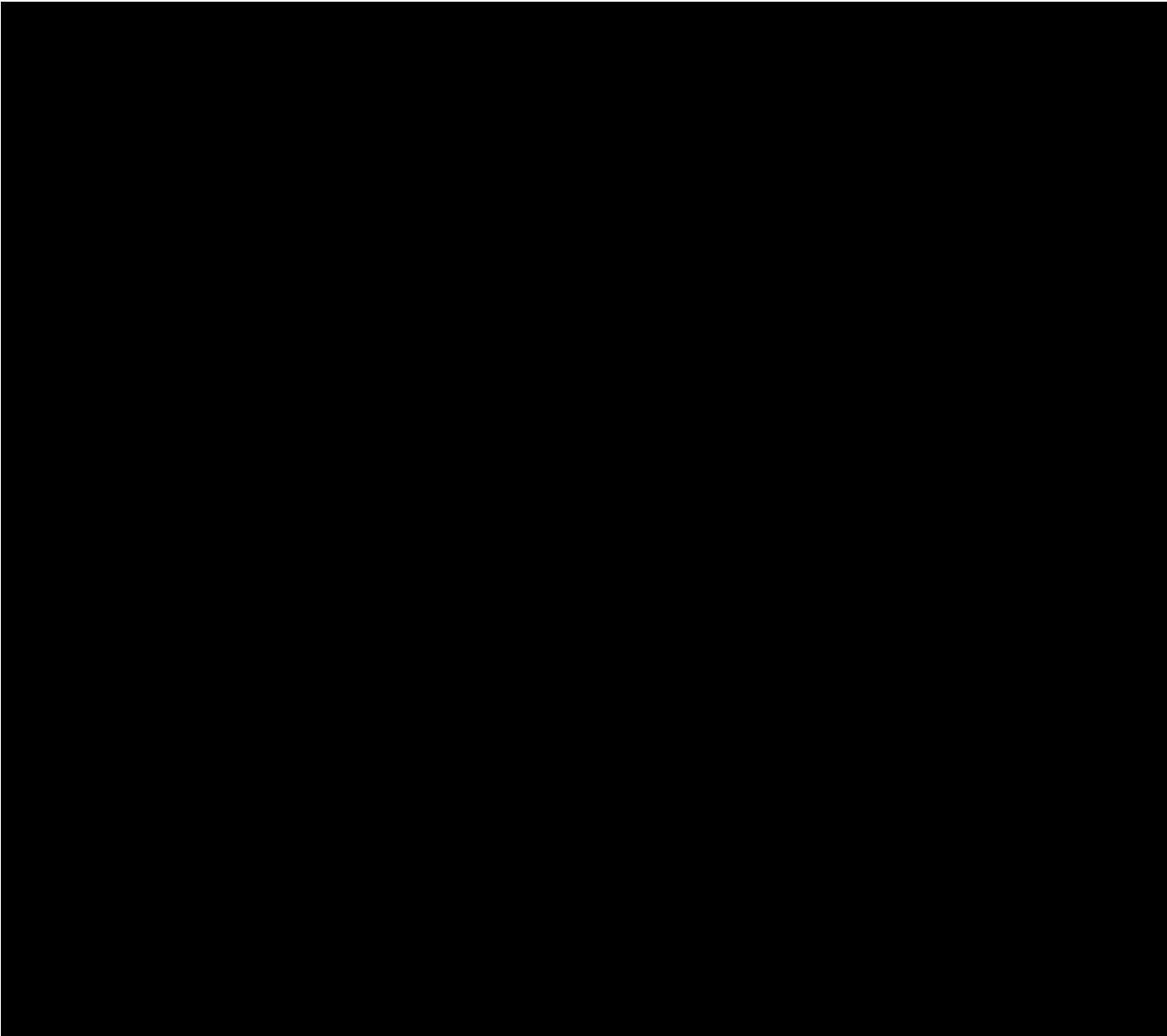
Phase	Site	Site Area ID (as defined in the Site Access Schedule)	Contractor's Delay Cost Cap (upper limit) during Enabling Phase	Contractor's Delay Cost Cap (upper limit) during Construction Phase	Contractor's Delay Cost Cap (upper limit) during Commissioning Completion Phase
1	Wattle Street site	29, 32 and 33	\$ [REDACTED] per day	\$ [REDACTED] per day	\$ [REDACTED] per day
2	Homebush Bay Drive site	42 to 44	[REDACTED]	[REDACTED]	\$ [REDACTED] per day
3	St Peters Interchange site	35 to 41	\$ [REDACTED] per day	\$ [REDACTED] per day	\$ [REDACTED] per day
4	Wattle St Substratum site	A to L	\$ [REDACTED] per day	\$ [REDACTED] per day	\$ [REDACTED] per day
5	St Peters Substratum site	M and N	\$ [REDACTED] per day	\$ [REDACTED] per day	\$ [REDACTED] per day

SCHEDULE 34A

Base Case Financial Model Financial Close Update Protocol

(Clause 5.6)





PART E
TECHNICAL

SCHEDULE 35

Not used

SCHEDULE 36

Conditions precedent to Rozelle Interchange Opening Completion and Rozelle Interchange Completion

Part A - Conditions precedent to Rozelle Interchange Opening Completion

1. The Rozelle Interchange Works (other than the works carried out at the WestConnex Disaster Recovery Site) are complete in accordance with the Rozelle Interchange Contract except for minor Rozelle Interchange Defects which:
 - (a) do not prevent the Rozelle Interchange Works from being reasonably capable of being used for their intended purpose;
 - (b) can be corrected without prejudicing the convenient or intended use of the Rozelle Interchange Works; and
 - (c) the Rozelle Interchange Contractor has reasonable grounds for not promptly rectifying.

2. The Rozelle Interchange Contractor has:
 - (a) carried out and passed all tests which:
 - (i) are required under the Rozelle Interchange Contract to be carried out and passed before the Rozelle Interchange Works reach Rozelle Interchange Opening Completion;
 - (ii) must necessarily be carried out and passed before the Rozelle Interchange Works can be used for their intended purpose; and
 - (iii) must necessarily be carried out to verify that the Rozelle Interchange Works are in the condition the Rozelle Interchange Contract requires them to be in at Rozelle Interchange Opening Completion;
 - (b) obtained all Approvals and any other approvals that it is required to obtain under the Rozelle Interchange Contract before Rozelle Interchange Opening Completion of the Rozelle Interchange Works and provided such Approvals to RMS;
 - (c) provided certification that Rozelle Interchange Opening Completion has been achieved in accordance with terms and conditions of the Rozelle Interchange Contract to RMS and the Rozelle Interchange Independent Certifier.

3. The quality manager appointed in accordance with the Rozelle Interchange Contract has provided certification that:
 - (a) the Rozelle Interchange Contractor has complied with and satisfied the requirements of RMS's General Specification Q6;
 - (b) the Rozelle Interchange Contractor has completed construction in accordance with the Rozelle Interchange Design Documentation it was entitled to use for construction purposes in accordance with the Rozelle Interchange Contract, subject to minor Rozelle Interchange Defects;
 - (c) the release of all hold points was undertaken in accordance with the Rozelle Interchange Contract;

- (d) all documentation has been recorded and submitted to the Rozelle Interchange Independent Certifier and RMS in accordance with the Rozelle Interchange Contract.

to RMS.

4. RMS has been provided with:

- (a) all certificates required by the Rozelle Interchange Contract;
- (b) a copy of all signed independent road safety audits required by the Rozelle Interchange SWTC;
- (c) a summary prepared by the quality manager appointed in accordance with the Rozelle Interchange Contract on all quality issues;
- (d) all documents relating to all quality non-conformances;
- (e) copies of all site investigation reports and property conditions surveys pursuant to the Rozelle Interchange SWTC;
- (f) details of the location of Utility Services;
- (g) copies of approvals from Authorities for the drainage design for the Rozelle Interchange; and
- (h) all the 'as constructed' documentation and reports required by and in accordance with the Appendix C.2 of the Rozelle Interchange SWTC in the form contained in Part B of Exhibit M as at the date of this deed.

5. RMS has been provided with:

- (e) a copy of the Rozelle Interchange O&M Manuals prepared in accordance with the Rozelle Interchange Contract;
- (f) copies of all approvals required to be obtained by the Rozelle Interchange Contractor under Rozelle Interchange Contract, to open, use and operate the Rozelle Interchange Works;
- (g) not used;
- (h) a written notice from the relevant Authority for each discrete part of works relating to Utility Services which is necessary or required to be completed so that the Rozelle Interchange Works may be opened to the public for the safe, efficient and continuous passage of motor vehicles;
- (i) the inventory details required in accordance with the Rozelle Interchange SWTC; and
- (j) a copy of the incident management plan and the revised incident management plan, each as prepared in accordance with the Rozelle Interchange Contract.

6. RMS, in consultation with Fire and Rescue NSW, has accepted the fire safety systems and measures relevant to Fire and Rescue NSW that are contained in the Rozelle Interchange Works and all relevant systems and measures within the Rozelle Interchange Works, including the automatic fire detection and alarm system, the deluge suppression system, the fire hydrant system and all other fire fighting equipment.

7. RMS has (acting reasonably) approved the Rozelle Interchange Contractor's inputs to populate the Trustees' asset management system as required under the Rozelle Interchange SWTC.
8. RMS has received and (acting reasonably) approved the durability assessment reports required by the Rozelle Interchange SWTC.
9. RMS has received the has received the inventory of spare parts listed in the schedule of spare parts referred to section 8.2 of Attachment B.10.1 of Appendix B.10 of the Rozelle Interchange SWTC in the form contained in Part B of Exhibit M as at the date of this deed, for the Toll Collection System:
10. The Rozelle Interchange Contractor has:
 - (k) completed the works to the WestConnex Motorway Control Centre (**WMCC**) in accordance with the Rozelle Interchange Contract except for minor Rozelle Interchange Defects which:
 - (i) do not prevent the WMCC from being reasonably capable of being used for their intended purpose;
 - (ii) can be corrected without prejudicing the convenient or intended use of the WMCC; and
 - (iii) the Rozelle Interchange Contractor has reasonable grounds for not promptly rectifying; and
 - (l) completed the design, development, installation and commissioning of the Integrated Operations Management Control System modifications referred to in the Rozelle Interchange SWTC in accordance with Rozelle Interchange Contract except for minor Rozelle Interchange Defects which:
 - (iv) does not prevent the Integrated Operations Management Control System from being reasonably capable of being used for its intended purpose;
 - (v) can be corrected without prejudicing the convenient or intended use of the Integrated Operations Management Control System; and
 - (vi) the Rozelle Interchange Contractor has reasonable grounds for not promptly rectifying; and;
 - (m) handed over the WMCC modifications and the Integrated Operations Management Control System to RMS following completion in accordance with sections 10(a) and 10(b) to allow the Trustees to operate the OMCS and IOMCS from the WMCC; and
 - (n) 4 consecutive weeks have passed since the satisfaction of sections 10(a), 10(b) and 10(c), and in that time no Rozelle Interchange Defects have arisen in either the IOMCS or the WMCC (other than minor Rozelle Interchange Defects referred to in those paragraphs) that have not been rectified in accordance with this Rozelle Interchange Contract.
11. The Rozelle Interchange Contractor has done all other things which the Rozelle Interchange Contract requires it to have done as a condition precedent to Rozelle Interchange Opening Completion.

Part B - Conditions precedent to Rozelle Interchange Completion

12. The Rozelle Interchange Contractor has:

- (a) passed the "Operational Acceptance Tests" applicable to the Roadside Tolling Equipment described in section 5.3.4, Attachment B.10-1, Appendix B.10 (Toll Collection System) of the Rozelle Interchange SWTC in the form contained in Part B of Exhibit M as at the date of this deed, which have been run for 30 consecutive days under live traffic;
 - (b) given to RMS copies of all property and land survey information that is required to be prepared pursuant to the Rozelle Interchange SWTC and any other information that is required by RMS to enable RMS to prepare and register plans of consolidation and subdivision in respect of the Rozelle Interchange Motorway Stratum and for the Rozelle Interchange Lease to be prepared, executed and registered;
 - (c) given to RMS all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Rozelle Interchange Works which:
 - (i) are required by the Rozelle Interchange Contract to be given to the RMS before Rozelle Interchange Completion; or
 - (ii) must necessarily be handed over before the Rozelle Interchange Works can be used for their intended purpose,
 including copies of all documentation in accordance with the requirements of Appendix C.2 of the Rozelle Interchange SWTC in the form contained in Part B of Exhibit M as at the date of this deed;
 - (d) provided certification that Rozelle Interchange Completion has been achieved in accordance with terms and conditions of the Rozelle Interchange Contract to RMS and the Rozelle Interchange Independent Certifier;
 - (e) removed all rubbish, surplus materials, construction plant and temporary works from the Motorway Stratum except where the retention of any of these are required for the correction of Rozelle Interchange Defects during the defects correction period for the Rozelle Interchange Works and this is approved in writing by RMS and the Trustees;
 - (f) removed all signs erected and made good any damage caused by the removal of those signs;
 - (g) completed any works required to the WestConnex Disaster Recovery Site in accordance with the requirements of the Rozelle Interchange SWTC.
13. The Rozelle Interchange Contractor has done all other things which the Rozelle Interchange Contract requires it to have done as a condition precedent to Completion.

SCHEDULE 37

Rozelle Interchange Collateral Warranty Minimum Terms

(clause 1.1)

No.	Term	Requirements
1.	Parties	The parties to the Rozelle Interchange Collateral Warranty Deed will be the Asset Trustee and the Rozelle Interchange Contractor.
2.	Commencement	The Rozelle Interchange Collateral Warranty Deed will commence on the Date of Rozelle Interchange Completion (other than the terms required by Items 3, 5, 11, 12 and 13 which will commence immediately).
3.	General liability cap	<p>Subject to the carve outs described below, the limit on the Rozelle Interchange Contractor's general liability to the Asset Trustee, its Related Parties and its Related Bodies Corporate arising out of or in connection with:</p> <ul style="list-style-type: none"> (a) the performance of the Rozelle Interchange Contractor's Interchange Activities before the Rozelle Interchange Date of Completion; or (b) the performance of the Rozelle Interchange Contractor's Warranty Activities on and after the Date of Rozelle Interchange Completion, <p>must be ■% of the Rozelle Interchange Works Price, less the total liability of the Rozelle Interchange Contractor to RMS, its Related Parties, its Related Bodies Corporate and the counterparties and beneficiaries to the Rozelle Interchange Deed of Appointment of Environmental Representative and Rozelle Interchange Independent Certifier Deed which:</p> <ul style="list-style-type: none"> (c) arises out of or in connection with the performance of the Rozelle Interchange Contractor's Interchange Activities; and (d) arises and is paid or otherwise satisfied by the Rozelle Interchange Contractor, <p>before the Rozelle Interchange Date of Completion.</p> <p>The limit on the Rozelle Interchange Contractor's liability described above does not operate to exclude or limit the Rozelle Interchange Contractor's liability in respect of:</p> <ul style="list-style-type: none"> (a) insured liability; (b) loss in respect of: <ul style="list-style-type: none"> (i) death or personal injury; or (ii) destruction of or damage to real and personal property; (c) loss arising from any criminal acts, fraud or wilful default or wilful misconduct on the part of the Rozelle Interchange Contractor or its Related Parties; (d) loss to the extent that the Rozelle Interchange Contractor has recovered from a third party; (e) any liability of the Asset Trustee to a third party where:

		<ul style="list-style-type: none"> (i) the liability is not for a loss that is described in paragraph (a) of the definition of Consequential Loss in Item 12; or (ii) that third party could have recovered the loss from the Rozelle Interchange Contractor by pursuing the Rozelle Interchange Contractor directly; or <p>(f) liability which, by law, the parties cannot limit or contract out of.</p>
4.	Bonding for defects	<p>The Rozelle Interchange Contractor must provide an unconditional undertaking:</p> <ul style="list-style-type: none"> (a) issued by a bank licensed in Australia with a credit rating of no less than the Required Rating; (b) in favour of the Asset Trustee; and (c) for ■■■% of the Rozelle Interchange Works Price, <p>on or before the Rozelle Interchange Date of Completion, to be returned on completion of the defects liability period (as maybe extended).</p>
5.	Parent company guarantee	<p>If the Rozelle Interchange Contractor has a parent company (or parent companies), it must procure a parent company guarantee (or guarantees) in respect of its obligations under the Rozelle Interchange Collateral Warranty Deed from its parent company (or parent companies) in favour of the Trustees on substantially the same terms as any parent company guarantee (or guarantees) procured in favour of RMS in respect of the Rozelle Interchange Contractor's obligations under the Rozelle Interchange Contract.</p>
6.	Defects liability period	<p>The Rozelle Interchange Contractor will provide a defects liability period on the Rozelle Interchange Works which commences on the Rozelle Interchange Date of Opening Completion and ends 24 months after the Rozelle Interchange Date of Opening Completion.</p> <p>The Asset Trustee will only be entitled to enforce the defects liability period for the period commencing on the Rozelle Interchange Date of Completion and ending 24 months after the Rozelle Interchange Date of Opening Completion.</p> <p>The Rozelle Interchange Contractor will provide further defects liability periods of 12 months in respect of any defects corrected during the initial defects liability period.</p>
7.	Access for rectification of defects	<p>The Rozelle Interchange Contractor must comply with access requirements set out in a schedule to the Rozelle Interchange Collateral Warranty Deed when accessing the Motorway on and from the Date of Rozelle Interchange Completion. The access requirements will be equivalent to those in Schedule 8A.</p>
8.	Warranties regarding works	<p>The Rozelle Interchange Contractor warrants to the Asset Trustee that:</p> <ul style="list-style-type: none"> (a) the Rozelle Interchange Works: <ul style="list-style-type: none"> (i) upon the Rozelle Interchange Date of Completion have been completed in accordance with and satisfy the requirements of the Rozelle Interchange Contract; and (ii) upon the Rozelle Interchange Date of Opening Completion, are fit for their intended purposes as

		<p>stated in, contemplated by or ascertainable from the Rozelle Interchange Contract;</p> <p>(b) upon the Rozelle Interchange Date of Opening Completion, the Rozelle Interchange Works are capable of remaining fit for their intended purposes as stated in, contemplated by or ascertainable from the Rozelle Interchange Contract;</p> <p>(c) upon the Rozelle Interchange Date of Opening Completion, the Rozelle Interchange Works are capable of satisfying the handover conditions specified in the Rozelle Interchange Contract;</p> <p>(d) upon the Rozelle Interchange Date of Opening Completion, the design life of each part of the Rozelle Interchange Works will meet or exceed the design life standards specified in the Rozelle Interchange Contract;</p> <p>(e) any modification to the Main Tunnel or the relevant Other WestConnex Assets or Systems performed by the Rozelle Interchange Contractor will comply with the Rozelle Interchange Contract;</p> <p>(f) the Rozelle Interchange Contractor will integrate the Rozelle Interchange Works with the Main Tunnel and any relevant Other WestConnex Assets or Systems as required by the Rozelle Interchange Contract; and</p> <p>(g) upon the Rozelle Interchange Date of Opening Completion, the Rozelle Interchange Works comply with and are capable of continuing to comply with all relevant approvals, including relevant Planning Approval conditions, to the extent required by the Rozelle Interchange Contract.</p>
9.	Lane occupancy fees	Lane occupancy fees must be paid where traffic adjustments are required to the Motorway, M4 Motorway or the M5 Motorway after the Date of Rozelle Interchange Completion. The lane occupancy fees will, with respect to the Motorway, be consistent with those in Part B of Schedule 8A and, with respect to the M4 Motorway or the M5 Motorway, be consistent with the lane occupancy fees payable by the Contractor under the Main Tunnel D&C Deed for access to the M4 Motorway and the Motorway (unless RMS agrees to fund any difference).
10.	Subcontracting	The Rozelle Interchange Contractor remains responsible for its obligations under the Rozelle Interchange Collateral Warranty Deed, notwithstanding the engagement of any subcontractor.
11.	Payment of contract sum	The Rozelle Interchange Collateral Warranty Deed will not require the Asset Trustee to pay any amounts on account of the Rozelle Interchange contract sum.
12.	Exclusion of consequential loss	<p>Consequential Loss will be defined as any:</p> <p>(a) loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of investment return, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use, loss of production or failure to realise anticipated savings (whether the loss is direct or indirect);</p> <p>(b) increase in direct or indirect financing costs; or</p>

	<p>(c) any loss, damage, cost, expense or liability that is:</p> <ul style="list-style-type: none"> (i) not a loss, damage, cost, expense or liability that may fairly and reasonably be considered to arise naturally (being according to the usual course of things) from the breach or relevant matter; or (ii) not fairly and reasonably contemplated by the parties at the date of the Rozelle Interchange Collateral Warranty Deed as the probable result of the breach or relevant matter, <p>whether present or future, fixed or unascertained, actual or contingent.</p> <p>The Rozelle Interchange Contractor will not be liable for Consequential Loss, subject to carve outs for loss that is:</p> <ul style="list-style-type: none"> (a) an insured liability; (b) included in any lane occupancy fees (see Item 9) (or equivalent general damages claim); (c) a loss of revenue or increase in costs and expenses associated with the Motorway; (d) in respect of a liability owed by: <ul style="list-style-type: none"> (i) the Asset Trustee to RMS under the Project Deed or any other Project Document which is itself not consequential loss; (ii) the Project Trustee to the O&M Contractor under the O&M Deed: <ul style="list-style-type: none"> (A) which relates to losses of the type listed in paragraphs (f) or (g) below arising as a result of an act or omission of the Rozelle Interchange Contractor or its Related Parties or a breach of the Rozelle Interchange Collateral Warranty Deed by the Rozelle Interchange Contractor; or (B) in respect of the cost of reinstatement of physical damage to the Motorway to the extent caused by the Rozelle Interchange Contractor, which is itself not loss of the type described in paragraph (a) of the definition of Consequential Loss; (e) subject to the below, a loss caused by a defect; (f) a loss arising from death or personal injury; (g) a loss in respect of any criminal acts, fraud or wilful misconduct on the part of the Rozelle Interchange Contractor or its Related Parties; (h) in respect of any liability of the Asset Trustee or its Related Parties to a third party, except to the extent that such liability arises in contract and would not have arisen in the absence of such contract; (i) for loss or a liability to the extent that the Rozelle Interchange Contractor or any of its Related Parties has recovered an amount from a third party (including any subcontractor and whether by way of indemnity or otherwise); or (j) a liability which, by law, the parties cannot limit or contract
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		<p>out of.</p> <p>Further, the Rozelle Interchange Contractor will (subject to the lane occupancy fee regime – see Item 9) have no liability to the Asset Trustee and its Related Parties:</p> <p>(a) for:</p> <p>(i) the decreased value of any equity investment in the Project; or</p> <p>(ii) the increased cost of financial facilities, financial arrangements or financial accommodation provided to the Asset Trustee and the State Works Contractor or any nominee of the Asset Trustee and the State Works Contractor in connection with the Project, to the extent that decrease or increase (relevantly) is caused by a claim for lost revenue; or</p> <p>(b) for lost revenue that does not arise from a defect or the Rozelle Interchange Contractor's negligence, breach of contract, or other wrongful act or omission.</p> <p>The Asset Trustee will not be liable for Consequential Loss, subject to carve outs for loss that is:</p> <p>(a) an insured liability;</p> <p>(b) a loss arising from death or personal injury;</p> <p>(c) a loss arising from any criminal acts, fraud or wilful misconduct on the part of the Asset Trustee or its Related Parties; or</p> <p>(d) a liability which, by law, the parties cannot limit or contract out of.</p>
13.	Insurance	<p>The Rozelle Interchange Contractor must have in place and maintain the following insurances whenever the Rozelle Interchange Contractor's Warranty Activities are being performed at the site after the Rozelle Interchange Date of Opening Completion:</p> <p>(a) public and products liability insurance:</p> <p>(i) for \$ [REDACTED] for any single occurrence and unlimited in the aggregate (other than for products liability which is limited in the aggregate for any one period of insurance); and</p> <p>(ii) naming the Trustees as an insured;</p> <p>(b) workers' compensation insurance as required by law under any statute relating to workers' or accident compensation;</p> <p>(c) motor vehicle insurance covering physical loss or damage to the Rozelle Interchange Contractor's vehicles which are brought to the site; and</p> <p>(d) third party property damage for all road registered plant, equipment and motor vehicles which are brought to the site:</p> <p>(i) for a minimum of \$ [REDACTED] for any one occurrence and unlimited in aggregate; and</p> <p>(ii) naming the Trustees as an insured.</p> <p>Unless RMS effects and maintains such insurance, the Rozelle Interchange Contractor will be required to have in place and maintain</p>

		<p>until the expiration of the last defects correction period contract works or construction risks insurance:</p> <p>(a) covering the Rozelle Interchange Works; and</p> <p>(b) naming the Trustees as an insured.</p>
14.	Indemnity	<p>The Rozelle Interchange Contractor must indemnify the Trustees from and against:</p> <p>(a) any claim or loss suffered or incurred in respect of:</p> <p>(i) any injury to, or disease or death of, persons; or</p> <p>(ii) the loss of, loss of use or access to (whether total or partial), or destruction of or damage to, any real or personal property,</p> <p>to the extent caused by, arising out of, or in any way in connection with the Rozelle Interface Contractor's Warranty Activities; and</p> <p>(b) any:</p> <p>(i) liability to or claim by any other person; and</p> <p>(ii) any loss suffered or incurred by the Asset Trustee,</p> <p>to the extent caused by or arising out of the Rozelle Interchange Contractor's breach of the Rozelle Interchange Collateral Warranty Deed.</p>

SCHEDULE 38

Rozelle Interface Milestones

(clause 1.1)

Milestone	Ventilation Systems	IOMCS	I-MNCS	M&E	Milestone Date	
	including PLC / IOMCS algorithms / control scheme	including integrated subsystems DVMS, PABX, O&M Radio, AID	Including associated fibre optic cable and connections	including ITS field equipment		
1	Developed Concept Design	X Delivery of the Developed Concept Design for ventilation stations, jet fans and ventilation control strategies.	X Delivery of the Developed Concept Design for the IOMCS and integrated subsystems including architecture, line diagrams, functional allocation.	X Delivery of the Developed Concept Design for the I-MNCS including physical and logical architecture, line diagrams and initial IP addressing scheme.	X Delivery of Developed Concept Design including preliminary location, numbers and type of M&E items monitored and controlled through the OMCS and IOMCS.	
2	Design Documentation is verified by the Independent Certifier as being appropriate for construction	X Delivery of the Design Documentation for ventilation stations, jet fans and ventilation control strategies / algorithms which has been verified by the Independent Certifier as being appropriate for construction. Delivery of ventilation model.	X Delivery of the Design Documentation for the IOMCS and integrated subsystems which has been verified by the Independent Certifier as being appropriate for construction.	X Delivery of the Design Documentation for the I-MNCS which has been verified by the Independent Certifier as being appropriate for construction.	X Delivery of the Design Documentation for M&E items monitored and controlled through the OMCS and IOMCS and Engineering Database which has been verified by the Independent Certifier as being appropriate for construction.	
3	Hardware in the loop' ventilation test results and verified ventilation model	X Delivery of Hardware in the Loop ventilation test procedures and results. Delivery of verified ventilation model.				
4	Integrated FAT Software & Configuration Release		X Delivery of IOMCS, OMCS and subsystem software, configuration files and release notes, current at the time of Integrated FAT completion. Delivery of Integrated FAT test procedures and test results	X Delivery of I-MNCS configuration files, IP addresses and network configuration, current at the time of Integrated FAT completion. Delivery of test procedures and test results.		

Milestone	Ventilation Systems	IOMCS	I-MNCS	M&E	Milestone Date
	including PLC / IOMCS algorithms / control scheme	including integrated subsystems DVMS, PABX, O&M Radio, AID	Including associated fibre optic cable and connections	including ITS field equipment	
5	WMCC Completion Software & Configuration Release	X Delivery of IOMCS, OMCS and subsystem software, configuration files and release notes, current at the Date of Opening Completion, necessary to support Rozelle Interchange IOMCS and Subsystem modification and testing.	X Delivery of I-MNCS configuration files, IP addresses and network configuration, current at the Date of Opening Completion, necessary to support Rozelle Interchange integration to the I-MNCS.		
6	As Built Drawings / Documentation	X Delivery of As Built Drawings and Documentation.	X Delivery of As Built Drawings and Documentation.	X Delivery of As Built Drawings for Traffic Management Systems necessary to support the development of Traffic Management Plans. Final Engineering Database.	
7	Measured and validated ventilation system performance (post opening)	X Delivery of measured and validated post opening ventilation system performance and updated ventilation model.			
8	Final Completion Software & Configuration Release	X Delivery of IOMCS, OMCS and subsystem software, configuration files and release notes, current at the Date of Completion, necessary to support Rozelle Interchange IOMCS and Subsystem modification and testing.	X Delivery of I-MNCS configuration files, IP addresses and network configuration, current at the Date of Completion, necessary to support Rozelle Interchange integration to the I-MNCS.		