



Transport
Roads & Maritime
Services

Execution version

WestConnex M4 Project Deed Schedules

PROJECT DEED SCHEDULES

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PART A – GENERAL

SCHEDULE 1

Not Used

SCHEDULE 2

Not Used

SCHEDULE 3

Commercially Sensitive Information

(Clause 30)

Commercially Sensitive Information is limited to:

1. The Equity Return.
2. The Base Case Financial Model, the Model Outputs Schedule, the amount of the Equity Contributions, the amount of the Qualifying Adverse Effect 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 M4 West D&C Deed and M4 East D&C Deed (including the D&C Margins and foreign exchange rates), the terms, amounts payable to the Contractors (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 M4 West D&C Deed and the M4 East D&C Deed and the total amount payable to the Contractors pursuant to the M4 West D&C Deed and M4 East D&C Deed.
6. The personnel and salaries of the Contractors.
7. Schedule 45 (D&C Payment Schedule) of the M4 East D&C Deed.
8. The fees, margins and rates payable to the Operator 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 Operator.
12. The fees, margins and rates payable to the Tolling Equipment Works Contractor under the Tolling Equipment Works Deed.
13. The terms and level of bonding under the Tolling Equipment Works Contract.
14. The personnel and salaries of the Tolling Equipment Works Contractor.
15. The fees, margins and rates payable to the Tolling Contractor (Back Office) under the Tolling Contract (Back Office).
16. The terms and level of bonding under the Tolling Contract (Back Office).
17. The personnel and salaries of the Tolling Contractor (Back Office).
18. 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.

- 19. The Debt Financing Documents, and any syndication document in connection with them.
- 20. Information identified as Commercially Sensitive Information in Schedule 3 of the M4 East D&C Deed.

SCHEDULE 4

Dispute Resolution Procedure

(Clause 32)

1. **DISPUTES**

Unless otherwise expressly provided in this deed, all Disputes between RMS and any Trustee 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 4;
- (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 4.

5. **EXPERT DETERMINATION**

- (a) The parties agree that any dispute which is referred to expert determination will be determined in accordance with this clause and the Institute of Arbitrators and Mediators Australia (**IAMA**) Expert Determination Rules (2010 Edition), as modified by Appendix A to this Schedule 4.

- (b) The expert's determination:
 - (i) will be final and binding, unless a party serves a notice of dissatisfaction on the other party within 7 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 Australian Centre for International Commercial Arbitration (**ACICA**) Arbitration Rules 2011, as modified by Appendix B to this Schedule 4;
 - (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 4.
- (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 4 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 4.

11. **SURVIVE TERMINATION**

This Dispute Resolution Procedure will survive termination of this deed.

12. **SEVERANCE**

If at any time any provision of this Schedule 4 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 4; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Schedule 4.

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 relevant 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.

Appendix A – Modification to the IAMA Expert Determination Rules

Pursuant to sub-Rule 4(2)(b) of the Institute of Arbitrators and Mediators Australia (**IAMA**) Expert Determination Rules (2010 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 4 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), (c) and (d) as follows:

4. (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 (2011 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 17 General Provisions

Delete sub-Rule 17.1 and replace it as follows:

17.1 Subject to these rules, the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate, provided that it is conducted with a view to providing the parties with an arbitration that is quick, cost effective and fair, considering especially the amounts in dispute and the complexity of issues or facts involved.

2. RULE 31 Waiver of Rules

Delete Rule 31 in its entirety.

SCHEDULE 5

Moral Rights Consent

(Clause 29.4)

MORAL RIGHTS CONSENT (M4 EAST)

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

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

IN FAVOUR OF

Roads and Maritime Services (ABN 76 236 371 088) of 101 Miller Street, North Sydney, NSW 2060 (**RMS**)

and

WestConnex Delivery Authority (ABN 33 855 314 176) of 101 Miller Street, North Sydney, NSW 2060 (**WDA**)

and

[**WCX M4 PT Pty Limited**] (ABN [insert]) in its capacity as trustee of the [insert] Trust (ABN [insert]) (the **Project Trustee**)

and

[**WCX M4 AT Pty Ltd**] (ABN [insert]) in its capacity as trustee of the [insert] Trust (ABN [insert]) (the **Asset Trustee**)

(together, the **Beneficiaries**)

WHEREAS:

- (A) RMS proposes to contract out the design, construction, commissioning and operation of the Motorway (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 Asset Trustee has engaged the Leighton Samsung John Holland Joint Venture being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667), Samsung C&T Corporation, a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) and John Holland Pty Ltd (ABN 11 004 282 268) (**M4 East Construction Contractor**) under the deed dated 3 June 2015 (**M4 East D&C Deed**) to carry out the Contractor's Activities (as defined in the M4 East D&C Deed), for which the Asset Trustee is responsible under the Project Deed.
- (D) 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:

The Author in consideration of the [*insert relevant subcontractor*] (on behalf of the Beneficiaries) paying the Author [REDACTED] (receipt of which is hereby acknowledged):

1. 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:
 - (a) any or all of the Beneficiaries;
 - (b) any contractor which any or all of the Beneficiaries engages;
 - (c) 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
 - (d) 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;
2. without limiting section 1 above, consents to any of the Beneficiaries and Associated Persons:
 - (a) failing to acknowledge or attribute the Author's authorship of any of the Copyright Material;
 - (b) falsely attributing authorship of any of the Copyright Material;
 - (c) making any modification, variation or amendment of any nature whatsoever to any of the Copyright Material, whether or not it:
 - (i) results in a material distortion, destruction or mutilation of any of the Copyright Material; or
 - (ii) is prejudicial to the honour or reputation of the Author; and
3. without limiting sections 1 or 2, consents to any of the Beneficiaries and Associated Persons:
 - (a) using any of the Copyright Material for any purpose for which it was intended at the time the Copyright Material was created;
 - (b) 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
 - (c) changing, relocating, demolishing or destroying any building which incorporates, is based on, or is constructed in accordance with, any of the Copyright Material.
4. Beneficiaries
 - (a) The Asset Trustee may at any time give notice to the Author that another entity is to become an additional Beneficiary under this Deed. The Asset Trustee may give multiple notices under this clause. The Author agrees that on and from the date of the Asset Trustee's notice, the entity identified by the Asset 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 may do so on behalf of any and all Beneficiaries.
- (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.

In this Deed Poll:

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

MORAL RIGHTS CONSENT (M4 WEST)

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

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

IN FAVOUR OF

Roads and Maritime Services (ABN 76 236 371 088) of 101 Miller Street, North Sydney, NSW 2060 (**RMS**)

and

WestConnex Delivery Authority (ABN 33 855 314 176) of 101 Miller Street, North Sydney, NSW 2060 (**WDA**)

and

[**WCX M4 PT Pty Limited**] (ABN [insert]) in its capacity as trustee of the [insert] Trust (ABN [insert]) (the **Project Trustee**)

and

[**WCX M4 AT Pty Ltd**] (ABN [insert]) in its capacity as trustee of the [insert] Trust (ABN [insert]) (the **Asset Trustee**)

(together, the **Beneficiaries**)

WHEREAS:

- (A) RMS proposes to contract out the design, construction, commissioning and operation of the Motorway (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 Asset Trustee has engaged the Rizzani Leighton Joint Venture, being an unincorporated joint venture comprising Rizzani de Eccher Australia Pty Ltd (ABN 80 147 862 897) and Leighton Contractors Pty Limited (ABN 98 000 893 667) (**M4 West Construction Contractor**) under the deed dated 4 December 2014 (**M4 West D&C Deed**) to carry out the Works as defined in the M4 West D&C Deed; and for which the Asset Trustee is responsible under the Project Deed.
- (D) 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:

The Author in consideration of the [**insert relevant subcontractor**] (on behalf of the Beneficiaries) paying the Author [REDACTED] (receipt of which is hereby acknowledged):

1. 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:
 - any or all of the Beneficiaries;
 - (b) any contractor which any or all of the Beneficiaries engages;
 - (c) 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
 - (d) 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;
2. without limiting section 1 above, consents to any of the Beneficiaries and Associated Persons:
 - (a) failing to acknowledge or attribute the Author's authorship of any of the Copyright Material;
 - (b) falsely attributing authorship of any of the Copyright Material;
 - (c) making any modification, variation or amendment of any nature whatsoever to any of the Copyright Material, whether or not it:
 - (i) results in a material distortion, destruction or mutilation of any of the Copyright Material; or
 - (ii) is prejudicial to the honour or reputation of the Author; and
3. without limiting sections 1 or 2, consents to any of the Beneficiaries and Associated Persons:
 - (a) using any of the Copyright Material for any purpose for which it was intended at the time the Copyright Material was created;
 - (b) 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
 - (c) changing, relocating, demolishing or destroying any building which incorporates, is based on, or is constructed in accordance with, any of the Copyright Material.
4. Beneficiaries
 - 4.1 The Asset Trustee may at any time give notice to the Author that another entity is to become an additional Beneficiary under this Deed. The Asset Trustee may give multiple notices under this clause. The Author agrees that on and from the date of the Asset Trustee 's notice, the entity identified by the Asset Trustee will be a Beneficiary under this Deed.
 - 4.2 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 may do so on behalf of any and all Beneficiaries.

4.3 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.

In this Deed Poll:

EXECUTED as a deed poll.

SIGNED, SEALED and **DELIVERED** by
[REDACTED] in the presence of:

Signature of party

Signature of witness

Name

Name

Address of witness

SCHEDULE 6

Not Used

SCHEDULE 7

Not Used

SCHEDULE 8

Not Used

SCHEDULE 9

Not Used

SCHEDULE 10

Not Used

SCHEDULE 11

Not Used

SCHEDULE 12

Not Used

SCHEDULE 13

Not Used

SCHEDULE 14

Not Used

PART B – LAND, PROPERTY AND THIRD PARTY AGREEMENTS

SCHEDULE 15

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: Conditions of Planning Approval to be undertaken by RMS, the Project Trustee or the Asset Trustee

The Project Trustee or the Asset Trustee must fulfil all the conditions and requirements of the Planning Approval except where the following table allocates responsibilities to RMS.

Each of RMS, the Project Trustee and the Asset Trustee must fulfil those responsibilities which are allocated to it in Table 1.

In respect of Table 2 below, each of RMS, the Project Trustee and the Asset Trustee must fulfil those responsibilities which are allocated to it in Table 2.

Table 1: M4 East

Planning Condition number	Extent of Project Trustee's and Asset Trustee's responsibility for the condition of the Primary Planning Approval specified
A10	<p>Where RMS elects that the project be staged, RMS must inform the Project Trustee and the Asset Trustee of that election. The Project Trustee or the Asset Trustee must then comply with condition A10, except that RMS must submit the Staging Report prepared by the Project Trustee or the Asset Trustee to the Secretary.</p> <p>The parties acknowledge and agree that the above allocation does not prevent the Project Trustee or the Asset Trustee from also electing to stage the project in accordance with this condition A10. If the Project Trustee or the Asset Trustee so elects, it must comply with condition A10.</p>
A13	<p>In relation to condition A13, RMS may elect to refer a matter to the Secretary for resolution if requested by the Project Trustee or the Asset Trustee.</p>
A15	<p>RMS must fulfil the requirements of this condition A15 only to the extent that RMS will provide the Secretary with a record of any notification to the EPA in relation to any pollution incident which is made by the Project Trustee or the Asset Trustee.</p>
A16	<p>RMS must fulfil the requirements of this condition A16 only to the extent that RMS will immediately notify the Secretary in relation to any pollution incident once it has been informed of the incident by the Project Trustee or the Asset Trustee, and provide the Secretary with full written details of the incident within seven days of the date on which the incident occurred as prepared by the Project Trustee or the Asset Trustee. The Project Trustee or the Asset Trustee must notify RMS of any pollution incident immediately and provide written details of the incident within sufficient time to allow RMS to relevantly inform the Secretary of those details.</p>

Planning Condition number	Extent of Project Trustee's and Asset Trustee's responsibility for the condition of the Primary Planning Approval specified
B9	RMS must fulfil the requirements of this condition B9 only to the extent it must provide RMS representation on the AQCCC.
B34	RMS must fulfil the requirements of this condition B34.
B44	RMS must fulfil the requirements of this condition B44 only to the extent that RMS will appoint representatives as required in item B44(a)(i) to the Urban Design Review Panel including a representative from the Project Trustee or the Asset Trustee as one of its representatives.
B53	RMS must fulfil the requirements of this with condition B53 only to the extent it will acquire any replacement comparable and functional open space and consult with the relevant council(s) and community groups in conjunction with the Project Trustee or the Asset Trustee.
B55	RMS must fulfil the requirements of this condition B55 only to the extent it will acquire any land required as a result of agreement with the Cheil Uniting Church at Concord.
B57	RMS must fulfil the requirements of this condition B57. The Project Trustee or the Asset Trustee will comply with the requirements of this condition B57 to the extent that it will provide information to RMS and assist with consultation.
B58	RMS must fulfil the requirements of this condition B58 only to the extent of managing the handover of the property to respective landowners.
D5	RMS must fulfil the requirements of this condition D5 only to the extent that RMS will notify DPI (Water) of any groundwater bores removed or damaged during construction and operation once it has been informed of the event by the Project Trustee or the Asset Trustee. The Project Trustee or the Asset Trustee must inform RMS of these events immediately.
D38	RMS must fulfil the requirements of this condition D38 only to the extent that RMS will notify the Secretary of any encounter of an archaeological relic triggering this condition or the outcome of consultation with the NSW Heritage Council, once it has been informed of the incident (or the outcome of consultation as the case may be) by the Project Trustee or the Asset Trustee, including providing such incident details as prepared by the Project Trustee or the Asset Trustee.
E12	RMS must fulfil the requirements of this condition E12 only to the extent RMS will submit the Report on Above-Goal Reading (which must be prepared by Project Trustee or the Asset Trustee in sufficient time to allow its submission within the period set out in condition E12) to the Secretary.
E16	RMS must fulfil the requirements of this condition E16 to the extent that RMS will provide the Secretary with the detailed report (which must be prepared by the Project Trustee or the Asset Trustee, and reviewed in accordance with condition E16 in sufficient time to allow its submission within the period set out in condition E16).

Planning Condition number	Extent of Project Trustee's and Asset Trustee's responsibility for the condition of the Primary Planning Approval specified
E19	RMS must fulfil the requirements of this condition E19 and the Project Trustee or the Asset Trustee provides all information and assistance reasonably requested by RMS to enable RMS to comply with condition E19.
E36	RMS must fulfil the requirements of this condition E36, including covering the cost of all identified mitigation measures implemented and implementing those measures outside of the M4 East Motorway Site, with the exception that the Project Trustee or the Asset Trustee will be responsible for implementing the identified mitigation measures within the M4 East Motorway Site only.
E37	RMS must fulfil the requirements of this condition E37 and the Project Trustee or the Asset Trustee will, in respect of the Project, provide to RMS all information reasonably required by RMS to enable RMS to comply with condition E37.

Table 2: M4 West

Planning Condition number	Extent of Project Trustee's and Asset Trustee's responsibility for the condition of the Primary Planning Approval specified
A4	<p>To the extent that Secretary requires:</p> <ol style="list-style-type: none"> 1. the preparation or submission of any report, plan, assessment, communication or other document; or 2. the compulsory acquisition of land, <p>RMS must satisfy this requirement, to the extent only that RMS is responsible for compliance with the Secretary's requirements in relation to reports, plans or correspondence, including the implementation of any actions or measures contained therein, for which the Project Trustee or the Asset Trustee is responsible under the Planning Approval as indicated in this Part B.</p>
A5	RMS must fulfil the requirements of this condition.
A6	RMS must fulfil the requirements of this condition, to the extent only that RMS is to obtain the existing and future Approvals specified in this Deed.
A11	RMS must fulfil the requirements of this condition up to Construction Completion.
B15	RMS must fulfil the requirements of this condition, except that the Project Trustee or the Asset Trustee must provide RMS with any documents, information and assistance requested by RMS to enable compliance with this condition.
B16	RMS must fulfil the requirements of this condition, except that the Project Trustee or the Asset Trustee must provide RMS with any documents, information and assistance requested by RMS to enable compliance with this condition.
B17	RMS must fulfil the requirements of this condition, except that the Project Trustee or the Asset Trustee must provide RMS with any documents, information and assistance requested by RMS to enable compliance with this condition.
B18	RMS must fulfil the requirements of this condition, except that the Project Trustee or the Asset Trustee must provide RMS with any documents, information and assistance requested by RMS to enable compliance with this condition.
B31	RMS must fulfil the requirements of this condition.
B32	RMS must fulfil the requirements of this condition.
B33	RMS must fulfil the requirements of this condition.
D24	RMS must fulfil the requirements of this condition, except that the Project Trustee or the Asset Trustee must provide RMS with any documents, information and assistance requested by RMS to enable compliance with this condition.
E6	RMS must fulfil the requirements of this condition.

SCHEDULE 16

Environmental Requirements

(Clause 9.12)

1. ENVIRONMENT PROTECTION LICENCE

The Asset Trustee must:

- (a) obtain an Environment Protection Licence:
 - (i) in respect of the Asset Trustee's Activities relating to M4 East from the date on which the Asset Trustee is given access to the M4 East Construction Site (or any part thereof) pursuant to clause 11.1 of this deed; and
 - (ii) in respect of the Asset Trustee's Activities relating to M4 West from the date on which the Asset Trustee is given access to the M4 West Construction Site (or any part thereof) pursuant to clause 11.1 of this deed; and
- (b) hold an Environment Protection Licence in respect of:
 - (i) the Asset Trustee's Activities relating to M4 East until the Date of Completion for M4 East; and
 - (ii) the Asset Trustee's Activities relating to M4 West until the Date of Completion for M4 West.

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 16 will not lessen or otherwise affect:
 - (i) the other Liabilities or responsibilities of the Asset Trustee under this deed or otherwise according to Law; or
 - (ii) RMS's rights against the Asset Trustee, whether under this 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 its 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 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.
- (c) The Asset Trustee must at all times carry out, and ensure that its Related Parties carry out, the Asset 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 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.
 - (ii) the Asset Trustee must:
 - (A) comply with, and ensure that its Related Parties in performing the Asset 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 Asset 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 16 and without limiting the Project Trustee's or the Asset Trustee's other obligations under this deed, and insofar as they apply to the Project Works, the Temporary Works or the Project Trustee's Activities or

the Asset Trustee's 's Activities, the Project Trustee or the Asset Trustee (as applicable) must comply with, carry out and fulfil 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 and the Project Trustee's Activities or the Asset Trustee's 's Activities.

- (f) The Project Trustee or the Asset Trustee (as applicable) must immediately notify RMS's Representative in writing as soon as the Project Trustee or the Asset Trustee (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 Project Trustee's Activities or the Asset Trustee's '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 Project Trustee or the Asset Trustee 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 Project Trustee or the Asset 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 the Project Deed, RMS incurs a Liability under or in connection with the NGER Legislation as a result of or in connection with the Project Trustee's Activities or the Asset 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 Trustees' 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 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 (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 (iii) and answering questions.
- (c) Without limiting section 5(b), the Trustees must assist RMS to comply with the NGER Legislation in relation to any aspect of the Project Trustee's Activities or the Asset 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 any obligation that each Trustee 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 the sustainability requirements set out in section 3.20 and Appendix D.5 of the M4 East SWTC and Appendix C04 of the M4 West SPR.
- (b) Without limiting section 6(a), the Asset Trustee must achieve:
 - (i) a "Design" rating score of at least Excellent for the design of the Project Works and the Temporary Works; and
 - (ii) an "As Built" rating score of at least Excellent 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 with the Infrastructure Sustainability Council of Australia for the purposes of obtaining a rating;
 - (ii) cooperate and liaise with the Infrastructure Sustainability Council of Australia as required; and
 - (iii) provide any documentation required by the Infrastructure Sustainability Council of Australia.

7. WASTE DISPOSAL

- (a) The Project Trustee and the Asset Trustee (as applicable) must:
 - (i) remove from the Construction 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 Project Trustee and the Asset 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 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 Project Trustee and the Asset Trustee must ensure that its employees and agents, 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 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.
- (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.

SCHEDULE 17

Terms of Access

(Clause 11.1)

1. ASSET TRUSTEE ACKNOWLEDGEMENTS

- (a) The Asset Trustee acknowledges and agrees that:
 - (i) it 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 with clause 11.1, this Schedule 17 and the Site Access Schedule.
- (b) The Asset Trustee acknowledges that:
 - (i) its rights under clause 11.1 and this Schedule 17 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 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 burdening the land contained in the Construction Site as recorded in the register maintained by Land and Property Information New South Wales under the *Real Property Act 1900* (NSW).
- (c) The Asset Trustee acknowledges that it will have no entitlement to access the Construction Site under clause 11.1 and this Schedule 17 until the Asset Trustee has submitted the Project WHS Management Plan to RMS's Representative and RMS's Representative has had 20 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 18

Property Owner's Certificate

(Clauses 11.3 and 11.4)

This Deed Poll is in favour of:

Roads and Maritime Services (RMS) of [insert]; and

WCX M4 AT Pty Limited (ACN [insert]) in its capacity as trustee of the WCX M4 Asset Trust (ABN [insert]) of [insert] (**Asset Trustee**),

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 19

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, in respect of a Stage:

- (a) create any Easements benefiting or burdening the M4 East Motorway Stratum or M4 West Motorway Stratum (as the case may be) or any Additional Land 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; 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 Completion of the Stage, 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 could reasonably be expected to 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 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 Completion of a Stage, RMS undertakes to the Asset Trustee that it will, at the Asset Trustee's cost, create Easements benefiting or burdening the M4 East Motorway Stratum or M4 West Motorway Stratum (as the case may be) 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, the Motorway Stratum 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 19.

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 19 as soon as practicable after the Date of Completion of the relevant Stage. 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 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 or to pass through the Licensed Maintenance Areas or the Adjacent Land or access to such services;
- (e) providing any statutory easements; and
- (f) satisfying any requirements of the Project Deed and the Scope of Works and Technical Criteria,

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 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 M4 East Motorway Structure or M4 West Motorway Structure as defined in Schedule 22;
- (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 20

Requirements of Third Party Agreements

(Clause 9.18)

There are no Third Party Agreements as at the Effective Date, but this schedule may be populated with requirements of Third Party Agreements that are entered into after the execution of this deed.

SCHEDULE 21

Not Used

SCHEDULE 22

Process for granting Motorway Stratum Lease

(Clauses 11.1 and 18.1)

Part 1 – M4 East

1. **DEFINITIONS**

In this Part 1 of Schedule 22:

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

Commencement Date means the earlier of:

- (a) the Date of Completion; or
- (b) the Motorway Opening Date.

LPI means Land and Property Information NSW.

M4 East Licensed Maintenance Areas means the areas determined in accordance with paragraph 2A(e).

M4 East Motorway Structure means:

- (a) 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 which are generally as shown in the "Typical Cross Sections" attached as Appendix A of Part 1; and
- (b) 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 (a) above.

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

Registered Surveyor means the surveyor appointed by the Asset Trustee (or its Subcontractor) for the purposes of paragraph 2 and who is:

- (a) registered under New South Wales law; and
- (b) appointed on terms and conditions reasonably acceptable to RMS (which terms must include an acknowledgement that the surveyor owes a duty of care to RMS).

RMS Surveyor means a surveyor appointed by RMS and notified in writing to the Asset Trustee.

Stage 3 means Stage 3 of the WestConnex Program of Works.

Termination Date means the Expiry Date.

1A. **CONSTRUCTION SITE (SUBSTRATUM LAND)**

Without limiting clause 11.4 of this deed, the parties acknowledge and agree that if the Asset Trustee believes (acting reasonably) that an adjustment to the volumetric boundaries of the

tunnel substratum specified in Part B of Part 1 of the Site Access Schedule is required to accommodate an adjustment to enable the Asset Trustee to fulfil its obligations in respect of the Asset Trustee's Activities, then:

- (a) the Asset Trustee may give RMS a written notice requesting that RMS adjust the volumetric boundaries of the tunnel substratum specified in Part B of Part 1 of the Site Access Schedule at the Asset Trustee's cost;
- (b) if the Asset Trustee gives RMS a written notice pursuant to paragraph 1A(a), RMS must use its best endeavours to promptly procure the land the subject of the Asset Trustee's notice, as if that land was Extra Land for the purposes of clause 11.4; and
- (c) the Asset Trustee will not be entitled to make any claim contemplated by this paragraph 1A.

2. **"AS BUILT" ENGINEERING SURVEYS**

- (a) The Asset Trustee must, before the date which is 12 months after the Date of Completion:
 - (i) carry out an "as built" engineering survey, in accordance with RMS Specifications G71 and G73, of:
 - (A) the works comprising the M4 East Motorway Structure;
 - (B) any areas of land required for Easements (if any); and
 - (C) any Extra Land on which the Asset Trustee has constructed permanent works;
 - (ii) as a consequence of carrying out the "as built" engineering survey in accordance with this paragraph 2, prepare and deliver to each of RMS and the RMS Surveyor:
 - (A) one hard copy of the "work as executed" drawings and one electronic copy of them in .pdf format and in .dxf format (or such other format as may be agreed by the parties); and
 - (B) one three dimensional computer model in .dxf format (or such other format as may be agreed by the parties),
of the M4 East Motorway Structure;
 - (iii) ensure that the "work as executed" drawings and the computer model referred to in paragraph 2(a)(ii) specify:
 - (A) all stratum heights, widths and depths of the M4 East Motorway Structure referenced in the Map Grid of Australia (**MGA**) and the Australian Height Datum (**AHD**);
 - (B) the three dimensional co-ordinates referenced to MGA and AHD defining the location of the M4 East Motorway Structure;
 - (C) the three dimensional co-ordinates referenced to MGA and AHD defining the boundaries of the M4 East Licensed Maintenance Areas (if any) which will be the parcels of land and airspace agreed pursuant to paragraph 2A(e);

- (D) the three dimensional co-ordinates referenced to MGA and AHD of all Utility Service Works in accordance with Australian Standard AS5488 requirements:
 - (aa) to the extent the relevant Utility Service has been relocated during construction of the M4 East Motorway Structure; or
 - (bb) where the relevant Utility Service remains in its original position, to the extent the location of the relevant Utility Service is identified in undertaking the Asset Trustee's Activities; and
- (E) the three dimensional co-ordinates referenced to MGA and AHD defining the interface boundaries between the M4 East Motorway Structure and:
 - (aa) the M4 West Motorway; and
 - (bb) the M4 South;
- (iv) ensure that the "work as executed" drawings referred to in this paragraph 2:
 - (A) include cross-section plans at 20 metre chainage intervals including sectional changes and a long section plan for each carriageway of the Motorway and cross passages within the M4 East Motorway Structure; and
 - (B) are certified by a Registered Surveyor:
 - (aa) to be complete and accurate;
 - (bb) to have been prepared in accordance with and to meet the requirements of this paragraph 2;
 - (cc) to be adequate for the determination by RMS of all boundaries of the Easements;
 - (dd) to be adequate for the determination by RMS that the M4 East Motorway Structure has been constructed, or are situated, within the M4 East Motorway Site; and
- (v) the obligations of the Asset Trustee under this paragraph 2 do not include the preparation of cadastral drawings or surveys, the provision of information relating to titles or title surveys.

2A. M4 EAST MOTORWAY STRATUM AND THE M4 EAST LICENSED MAINTENANCE AREAS

Without limiting clause 11.4 of this deed, the parties acknowledge and agree as follows:

- (a1) as at the Effective Date, the areas comprising the M4 East Motorway Stratum are:
 - (i) the land described as "M4 East Motorway Site (Substratum Land)" in Part 1 of Schedule 30; and
 - (ii) the land described as "M4 East Motorway Site (Surface Land)" in Part 1 of Schedule 30,

excluding any M4 East Licensed Maintenance Areas;
- (a) the Asset Trustee may notify RMS that:

- (i) the M4 East Motorway Stratum; and/or
- (ii) the M4 East 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 2A;

- (b) as soon as practicable after the M4 East Amendment Date, RMS and the Asset Trustee must form a project team which:

- (i) comprises at least one member from each of RMS, the Asset Trustee and the M4 East Contractor; and
- (ii) meets regularly to discuss and seek to agree the areas to comprise the M4 East Motorway Stratum and the M4 East Licensed Maintenance Areas by the Commencement Date;

- (c) the following principles will be applied in agreeing or determining the tunnel substratum forming part of the M4 East Motorway Stratum:

- (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 requirements;
- (iii) the height, width and depth of the tunnel substratum will be determined by reference to the M4 East Motorway Structure as described in the then current Design Documentation provided by the Asset Trustee;
- (iv) subject to paragraph (c)(v), the tunnel substratum will include the clearance and allowance areas referred to in paragraph 4.2 of Part 1 of the Site Access Schedule, unless otherwise agreed by the parties;
- (v) the areas referred to in paragraph (c)(iv) above must not extend above ground and must not include areas that are excessive to the Trustees' reasonable operational requirements;
- (vi) notwithstanding any other provision of this Schedule 22, the tunnel substratum must not include any land that does not form part of the M4 East Project Site; and
- (vii) the tunnel substratum will not include:
 - (A) that part of the stubs for Stage 3, to the extent that RMS or its contractors (acting reasonably) require access to that part of the stubs for the purposes of carrying out Stage 3; or
 - (B) land that is excluded from the M4 East Motorway Stratum pursuant to clause 22A.14(c);

- (d) the following principles will be applied in agreeing or determining the surface land forming part of the M4 East Motorway Stratum:

- (i) subject to paragraphs 2A(d)(ii) and (iii), the land must not include areas that are excessive to the Trustee's reasonable operational requirements;

- (ii) the land must include any land that is required to enable the Trustees to satisfy their operation and maintenance obligations under this Deed (including the SWTC);
 - (iii) the land must be determined so as to enable RMS to comply with its obligations under the Planning Approval;
 - (iv) the land will not include land that is excluded from the M4 East Motorway Stratum pursuant to clause 22A.14(c); and
 - (v) notwithstanding any other provision of this Schedule 22, the land must not include any land that does not form part of the M4 East Project Site;
- (e) in agreeing or determining the M4 East Licensed Maintenance Areas, the parties agree that the areas to be included must only 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:
- (i) located outside of the M4 East Motorway Stratum;
 - (ii) required for the operation of the M4 East Motorway in the M4 East Motorway Stratum; and
 - (iii) connected to the Operations Management Control System,
- but must not include any areas over which RMS has granted a lease or other right of exclusive possession to a third party;
- (f) if the parties are unable to agree on the amendments to the M4 East Motorway Stratum and the M4 East Licensed Maintenance Areas by the Commencement Date, then RMS may determine these matters by reference to the principles referred to in paragraph 2A and RMS will notify the Asset Trustee of such determination;
- (g) not used;
- (h) following the M4 East Motorway Stratum and/or the M4 East Licensed Maintenance Areas being agreed or determined in accordance with this paragraph 2A:
- (i) Part 1 of Schedule 30 is deemed to be amended to include the drawings applicable to those areas as agreed or determined; and
 - (ii) Appendix A.2 of the M4 East SWTC is deemed to be amended to include the drawings applicable to those areas as agreed or determined; and
- (i) for the avoidance of doubt, the dashed blue line shown marked on the plans included in Part 1 of Schedule 30 represents a nominal 10 metre clearance, and is subject to adjustment as contemplated by this paragraph 2A.

3. M4 EAST MOTORWAY STRATUM LEASE

- (a) Subject to paragraph 3(e), on the Commencement Date, RMS must grant the Asset Trustee, and the Asset Trustee must accept from RMS:
- (i) the M4 East Motorway Stratum Lease; and
 - (ii) in respect of the M4 East Motorway, a licence to access the M4 East Licensed Maintenance Areas upon and subject to the terms, covenants and conditions set out in Schedule 2 of Part 1 of Exhibit D.

- (b) The commencement of the M4 East Motorway Stratum 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.
- (c) RMS must either insert, or authorise the insertion of, the following in the M4 East Motorway Stratum Lease:
 - (i) the Commencement Date, the Termination Date and the Term;
 - (ii) the date of execution of the M4 East Motorway Stratum Lease;
 - (iii) the then current title reference for the part of the M4 East Motorway Stratum to be demised by the M4 East Motorway Stratum 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 M4 East Motorway Stratum has been surveyed and suitable plans produced and registered with the LPI, RMS and the Asset Trustee must execute the M4 East Motorway Stratum Lease in the following manner:
 - (i) RMS must give the M4 East Motorway Stratum Lease and a duplicate of it to the Asset Trustee as soon as practicable after the completion of the documentation contemplated by paragraph 3(c);
 - (ii) the Asset Trustee or its solicitors must return the M4 East Motorway Stratum Lease and the duplicate of it within 10 Business Days of receiving it;
 - (iii) RMS must, within 10 Business Days of receiving the M4 East Motorway Stratum Lease and the duplicate of it from the Asset Trustee, execute and then return the M4 East Motorway Stratum Lease and the duplicate copies to the Asset Trustee;
 - (iv) RMS must promptly produce certificates of title for the M4 East Motorway Stratum to the LPI when the Asset Trustee requests it to allow the Asset Trustee to register the M4 East Motorway Stratum Lease; and
 - (v) the Asset Trustee must have the M4 East Motorway Stratum Lease and the duplicate of it stamped and registered (at the Asset Trustee's cost) and must give to RMS the stamped duplicate of the M4 East Motorway Stratum Lease within 10 Business Days as well as a copy of the registered M4 East Motorway Stratum Lease within 10 Business Days of receipt of that document from the LPI.
- (e) RMS reserves the right to make any necessary alterations to the M4 East Motorway Stratum Lease in form or layout to comply with any present or future requirements of the LPI or any other appropriate authority and the Asset Trustee authorises RMS to make those alterations.
- (f) RMS will procure that it has sufficient title in the M4 East Motorway Stratum to grant the M4 East Motorway Stratum Lease by the Commencement Date.

4A. **SUBLEASES**

The parties acknowledge that, on the 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 M4 East Motorway Stratum, a sub-lease commencing on the Commencement Date upon and subject to the terms, covenants and conditions set out in Part 3 of Exhibit D; and
- (b) in respect of the M4 East Licensed Maintenance Areas, a sublicense to access the M4 East Licensed Maintenance Areas upon and subject to the terms, covenants and conditions set out in Schedule 2 of Part 3 of Exhibit D.

4. **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 M4 East Motorway Stratum Lease, except that:
 - (i) the definition of "Rent" in the M4 East Motorway Stratum Lease will be amended to read "means, in respect of any Rent Period, the amount of ■" 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 Termination Date; and
 - (iii) paragraph 3 will apply in respect of any lease of such Additional Land as if:
 - (A) references to "M4 East Motorway Stratum Lease" in that clause were references to the lease contemplated under this paragraph 4;
 - (B) references to "M4 East Motorway Stratum" 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 of Part 1 - Typical Cross Sections

The documents that form Appendix A of Schedule 22 are inserted into the CD identified below.



Part 2 – M4 West

1. DEFINITIONS

In this Part 2 of Schedule 22:

Acquisition Parcel means each stratum lot encompassing the Motorway Structure which, as at the Effective Date, forms part of the land identified in Appendix A of this Part 2 and **Acquisition Parcels** means all of those stratum lots.

Acquisition Parcel Commencement Date means the date which is the later of:

- (a) the Commencement Date; and
- (b) the date on which RMS became the registered proprietor of the Acquisition Parcels.

Additional Land means any land acquired or obtained by the Asset Trustee pursuant to clause 11.4(a)(ii).

Commencement Date means the earlier of:

- (a) the Date of Completion; and
- (b) the Motorway Opening Date.

LPI means Land and Property Information NSW.

M4 West Licenced Maintenance Areas means the areas determined in accordance with paragraph 2AA(d).

M4 West Motorway Structure means the roads and other permanent works forming part of the M4 West Motorway.

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

Registered Surveyor means the surveyor appointed by the Asset Trustee (or its Subcontractor) for the purposes of paragraph 2 and who is:

- (a) registered under New South Wales law; and
- (b) appointed on terms and conditions reasonably acceptable to RMS (which terms must include an acknowledgement that the surveyor owes a duty of care to RMS).

RMS Surveyor means a surveyor appointed by RMS and notified in writing to the Asset Trustee.

Termination Date means the Expiry Date.

2. "AS BUILT" ENGINEERING SURVEYS

- (a) The Asset Trustee must, before the date which is 12 months after the Date of Completion:
 - (i) carry out an "as built" engineering survey, in accordance with RMS Specifications G71 and G73, of:
 - (A) the works comprising the M4 West Motorway Structure;
 - (B) any areas of land required for Easements (if any); and

- (C) any Additional Land on which the Asset Trustee has constructed permanent works;
- (ii) as a consequence of carrying out the "as built" engineering survey in accordance with this paragraph 2, prepare and deliver to each of RMS and the RMS Surveyor:
 - (A) one hard copy of the "work as executed" drawings and one electronic copy of them in .pdf format and in .dxf format (or such other format as may be agreed by the parties; and
 - (B) one three dimensional computer model in .dxf format (or such other format as may be agreed by the parties),
 of the M4 West Motorway Structure;
- (iii) ensure that the "work as executed" drawings and the computer model referred to in paragraph 2(a)(ii) specify:
 - (A) all stratum heights, widths and depths of the M4 West Motorway Structure referenced in the Map Grid of Australia (**MGA**) and the Australian Height Datum (**AHD**);
 - (B) the three dimensional co-ordinates referenced to MGA and AHD defining the location of the M4 West Motorway Structure;
 - (C) the three dimensional co-ordinates referenced to MGA and AHD defining the boundaries of the M4 West Licensed Maintenance Areas which will be the parcels of land and airspace agreed pursuant to paragraph 2AA(d);
 - (D) the three dimensional co-ordinates referenced to MGA and AHD of all Utility Service Works in accordance with Australian Standard AS5488 requirements:
 - (aa) to the extent the relevant Utility Service has been relocated during construction of the M4 West Motorway Structure; or
 - (bb) where the relevant Utility Service remains in its original position, to the extent the location of the relevant Utility Service is identified in undertaking the Asset Trustee's Activities; and
 - (E) the three dimensional co-ordinates referenced to MGA and AHD defining the interface boundaries between the M4 West Motorway Structure and such other details as reasonably required by RMS;
- (iv) ensure that the "work as executed" drawings referred to in this paragraph 2:
 - (A) include, where relevant and available, cross-section plans at 20 metre chainage intervals including sectional changes and a long section plan for each carriageway of the Motorway and cross passages within the M4 West Motorway Structure; and
 - (B) are certified by a Registered Surveyor:
 - (aa) to be complete and accurate;
 - (bb) to have been prepared in accordance with and to meet the requirements of this paragraph 2;

- (cc) to be adequate for the determination by RMS of all boundaries of the Easements;
- (dd) to be adequate for the determination by RMS that the M4 West Motorway Structure has been constructed, or are situated, within the Motorway Site; and
- (v) the obligations of the Asset Trustee under this paragraph 2 do not include the preparation of cadastral drawings or surveys, the provision of information relating to titles or title surveys.
- (b) Without limiting this paragraph 2, the Asset Trustee must commence the "as built" engineering survey and use its best endeavours to prepare the "work as executed" drawings and computer model referred to in this paragraph 2 in relation to those parts of the M4 West Motorway Structure required for the Easements that are within the areas of land the subject of the relevant provisions of the M4 West SPR, prior to the opening of the M4 West pursuant to clause 16.14.

2A. M4 WEST MOTORWAY STRATUM AND M4 WEST LICENSED MAINTENANCE AREAS

- (a) The parties confirm that, as at the M4 East Amendment Date, they have agreed the areas comprising the M4 West Motorway Stratum is the land described as "Project Site" in Part 2 of Schedule 30, excluding any M4 West Licensed Maintenance Areas.
- (b) The parties acknowledge and agree that:
 - (i) as at the Effective Date, the parties intend that the M4 West Licensed Maintenance Areas will comprise those areas of land generally referred to in the table of indicative licensed maintenance areas and shown in the indicative outline plans and drawings in Appendix B to this Part 2, subject to any changes to those areas of land which are agreed or determined in accordance with paragraph 2AA; and
 - (ii) the M4 West Licensed Maintenance Areas will be agreed by the parties (both acting reasonably) prior to the Commencement Date.

2AA. PROCESS FOR AMENDING THE M4 WEST MOTORWAY STRATUM AND M4 WEST LICENSED MAINTENANCE AREAS

Without limiting clause 11.4 of this deed, the parties acknowledge and agree as follows:

- (a) the Asset Trustee may notify RMS that:
 - (i) the M4 West Motorway Stratum; and/or
 - (ii) the M4 West 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 2AA;
- (b) as soon as practicable after the Effective Date, RMS and the Asset Trustee must form a project team which:
 - (i) comprises at least one member from each of RMS and the Asset Trustee; and
 - (ii) meets regularly to discuss and seek to agree the areas to comprise the M4 West Motorway Stratum and the M4 West Licensed Maintenance Areas by the Commencement Date;

- (c) in agreeing or determining the M4 West Motorway Stratum, the parties agree that the areas to be included must:
 - (i) subject to paragraphs 2AA(c)(ii) and (iii), not include areas that are excessive to the Trustee's reasonable operational requirements;
 - (ii) include any land that is required to enable the Trustees to satisfy their operation and maintenance obligations under this Deed (including the SWTC);
 - (iii) be determined so as to enable RMS to comply with its obligations under the Planning Approval; and
 - (iv) notwithstanding any other provision of this Schedule 22, not include:
 - (A) any land that is not shown as "Project Site" in the plans forming Part 2 of Schedule 30; or
 - (B) any land:
 - (aa) that is required for RMS' reasonable operational requirements; or
 - (bb) over which RMS has granted a lease or other right of exclusive possession to a third party,

and which is not required for the Trustee's reasonable operational requirements or to enable the Trustees to satisfy their maintenance obligations under this Deed; or
 - (C) excluded from the M4 West Motorway Stratum pursuant to clause 22A.14(c).
- (d1) in respect of:
 - (i) the part of the M4 West Motorway Stratum shown in blue cross-hatching and described as "Maintenance Exclusion Area Under Viaduct" in the plans forming Part 2 of Schedule 30; and
 - (ii) the Acquisition Parcels,

the M4 West Motorway Stratum will be a stratum lot limited in width and depth but unlimited in height which encompasses the Motorway Structure;
- (d) in agreeing or determining the M4 West Licensed Maintenance Areas, the areas to be included must only 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:
 - (i) located outside of the M4 West Motorway Stratum;
 - (ii) required for the operation of the M4 West Motorway in the M4 West Motorway Stratum; and
 - (iii) connected to the Operations Management Control System,

but must not include any areas over which RMS has granted a lease or other right of exclusive possession to a third party;
- (e) if the parties are unable to agree on the amendments to M4 West Motorway Stratum and the M4 West Licensed Maintenance Areas by the Commencement Date, then RMS

may determine these matters by reference to the principles referred to in paragraph 2AA and RMS will notify the Asset Trustee of such determination;

- (f) following the M4 West Motorway Stratum and/or M4 West Licensed Maintenance Areas being agreed or determined in accordance with paragraph 2AA:
 - (i) Part 2 of Schedule 30 is deemed to be amended to include the drawings applicable to those areas as agreed or determined; and
 - (ii) Appendix B of this Part 2 is deemed to be amended to include the drawings applicable to those areas as agreed or determined.

3. **M4 WEST MOTORWAY STRATUM LEASE**

- (a) Subject to paragraphs 3(a1) and 3(e), on the Commencement Date, RMS must grant the Asset Trustee, and the Asset Trustee must accept from RMS:
 - (i) the M4 West Motorway Stratum Lease; and
 - (ii) in respect of the M4 West Motorway, a licence to access the M4 West Licensed Maintenance Areas upon and subject to the terms, covenants and conditions set out in Schedule 2 of Part 2 of Exhibit D.
- (a1) If, on the Commencement Date, RMS does not own the Acquisition Parcels:
 - (i) the lease granted pursuant to paragraph 3(a)(i) will be a lease over the M4 West Motorway Stratum excluding the Acquisition Parcels;
 - (ii) RMS must grant a separate lease over the Acquisition Parcels to the Asset Trustee in accordance with paragraph 3A;
 - (iii) RMS must grant to the Asset Trustee either a licence or a sublease of each Acquisition Parcel which commences on the Commencement Date and expires on the Acquisition Parcel Commencement Date on terms similar to the licenses and leases held by RMS related to the Acquisition Parcels; and
 - (iv) RMS must procure that it is the registered proprietor of the Acquisition Parcels as soon as is reasonably practicable.
- (b) The commencement of the M4 West Motorway Stratum 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.
- (c) As soon as is practicable after the M4 West Motorway Stratum has been surveyed and suitable plans produced and registered with the LPI, RMS must either insert, or authorise the insertion of, the following in the M4 West Motorway Stratum Lease:
 - (i) the Commencement Date, the Termination Date and the Term;
 - (ii) the date of execution of the M4 West Motorway Stratum Lease;
 - (iii) the then current title reference for the part of the M4 West Motorway Stratum to be demised by the M4 West Motorway Stratum Lease; and
 - (iv) such other necessary information and formal matters as may be reasonably required to give effect thereto.

- (d) RMS and the Asset Trustee must execute the M4 West Motorway Stratum Lease in the following manner:
 - (i) RMS must give the M4 West Motorway Stratum Lease and a duplicate of it to the Asset Trustee as soon as practicable after the completion of the documentation contemplated by paragraph 3(c);
 - (ii) the Asset Trustee or its solicitors must return the M4 West Motorway Stratum Lease and the duplicate of it within 10 Business Days of receiving it;
 - (iii) RMS must, within 10 Business Days of receiving the M4 West Motorway Stratum Lease and the duplicate of it from the Asset Trustee, execute and then return the M4 West Motorway Stratum Lease and the duplicate copies to the Asset Trustee;
 - (iv) RMS must promptly produce certificates of title for the M4 West Motorway Stratum to the LPI when the Asset Trustee requests it to allow the Asset Trustee to register the M4 West Motorway Stratum Lease; and
 - (v) the Asset Trustee must have the M4 West Motorway Stratum Lease and the duplicate of it stamped and registered (at the Asset Trustee's cost) and must give to RMS the stamped duplicate of the M4 West Motorway Stratum Lease within 10 Business Days as well as a copy of the registered M4 West Motorway Stratum Lease within 10 Business Days of receipt of that document from the LPI.
- (e) RMS reserves the right to make any necessary alterations to the M4 West Motorway Stratum Lease in form or layout to comply with any present or future requirements of the LPI or any other appropriate authority and the Asset Trustee authorises RMS to make those alterations.
- (f) RMS will procure that it has sufficient title in the M4 West Motorway Stratum, excluding the Acquisition Parcels, to grant the M4 West Motorway Stratum Lease by the Commencement Date.

3A. M4 WEST MOTORWAY STRATUM LEASE – ACQUISITION PARCELS

- (a) If, on the Commencement Date, RMS does not own the Acquisition Parcels, on the Acquisition Parcel Commencement Date, RMS must grant the Asset Trustee, and the Asset Trustee must accept from RMS a lease over the Acquisition Parcels on substantially the same terms and conditions as the M4 West Motorway Stratum Lease except that:
 - (i) the definition of "Rent" in the M4 West Motorway Stratum Lease will be amended to read "means, in respect of any Rent Period, the amount of ■" for the purposes of the lease of the Acquisition Parcels;
 - (ii) the Term of the lease of the Acquisition Parcels will commence on the date of its grant and expire on the Termination Date; and
 - (iii) paragraph 3 will apply in respect of the lease of the Acquisition Parcels as if:
 - (A) references to "M4 West Motorway Stratum Lease" in that clause were references to the lease contemplated under this paragraph 3A;
 - (B) references to "M4 West Motorway Stratum" in that clause were references to the Acquisition Parcels;

- (C) no references were made to "Licensed Maintenance Areas"; and
 - (D) the reference to "Commencement Date" in paragraph 3(c) was a reference to the "Acquisition Parcel Commencement Date".
- (b) RMS will procure that it has sufficient title in the Acquisition Parcels to grant the lease contemplated by this paragraph 3A by the Acquisition Parcel Commencement Date.
- (c) Between the Commencement Date and the Acquisition Parcel Commencement Date, RMS bears the risk of any adverse claim or entitlement by any person in respect of the Acquisition Parcels.

4A. SUBLEASES

- (a) The parties acknowledge that, on the Commencement Date, the Asset Trustee must grant the Project Trustee, and the Project Trustee must accept from the Asset Trustee:
- (i) in respect of the M4 West 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 D; and
 - (ii) in respect of the M4 West Licensed Maintenance Areas, a sublicense to access the M4 West Licensed Maintenance Areas upon and subject to the terms, covenants and conditions set out in Schedule 2 of Part 4 of Exhibit D.
- (b) If, on the Commencement Date, RMS does not own the Acquisition Parcels:
- (i) the sublease granted pursuant to paragraph 4A(a)(i) will be a sublease over the M4 West Motorway Stratum excluding the Acquisition Parcels; and
 - (ii) the Asset Trustee must grant to the Project Trustee either a sublicense or a sub-sublease of each Acquisition Parcel which commences on the Commencement Date and expires on the Acquisition Parcel Commencement Date on terms similar to the licenses and leases held by RMS related to the Acquisition Parcels; and
 - (iii) the Asset Trustee must grant to the Project Trustee a separate sublease over the Acquisition Parcels on substantially the same terms and conditions as set out in Part 4 of Exhibit D except that:
 - (A) the definition of "Rent" will be amended to read "means, in respect of any Rent Period, the amount of ■" for the purposes of the sublease of the Acquisition Parcel;
 - (B) the Term of the sublease of the Acquisition Parcel will commence on the date of its grant and expire on the Termination Date;
 - (C) references to "Motorway Stratum" will be references to the Acquisition Parcel;
 - (D) references to "M4 West Sublease" will be references to the sublease contemplated under this paragraph 4A(b)(iii);
 - (E) references to "Head Lease" will be references to the lease by RMS to the Asset Trustee of the Acquisition Parcels contemplated by paragraph 3A; and
 - (F) no references will be made to "Licensed Maintenance Areas".

4. **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 M4 West Motorway Stratum Lease, except that:
 - (i) the definition of "Rent" in the M4 West Motorway Stratum Lease will be amended to read "means, in respect of any Rent Period, the amount of ■" 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 Termination Date; and
 - (iii) paragraph 3 will apply in respect of any lease of such Additional Land as if:
 - (A) references to "M4 West Motorway Stratum Lease" in that clause were references to the lease contemplated under this paragraph 4;
 - (B) references to "M4 West Motorway Stratum" 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 that date on which the Additional Land was acquired.

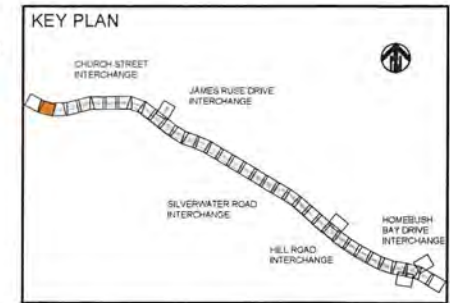
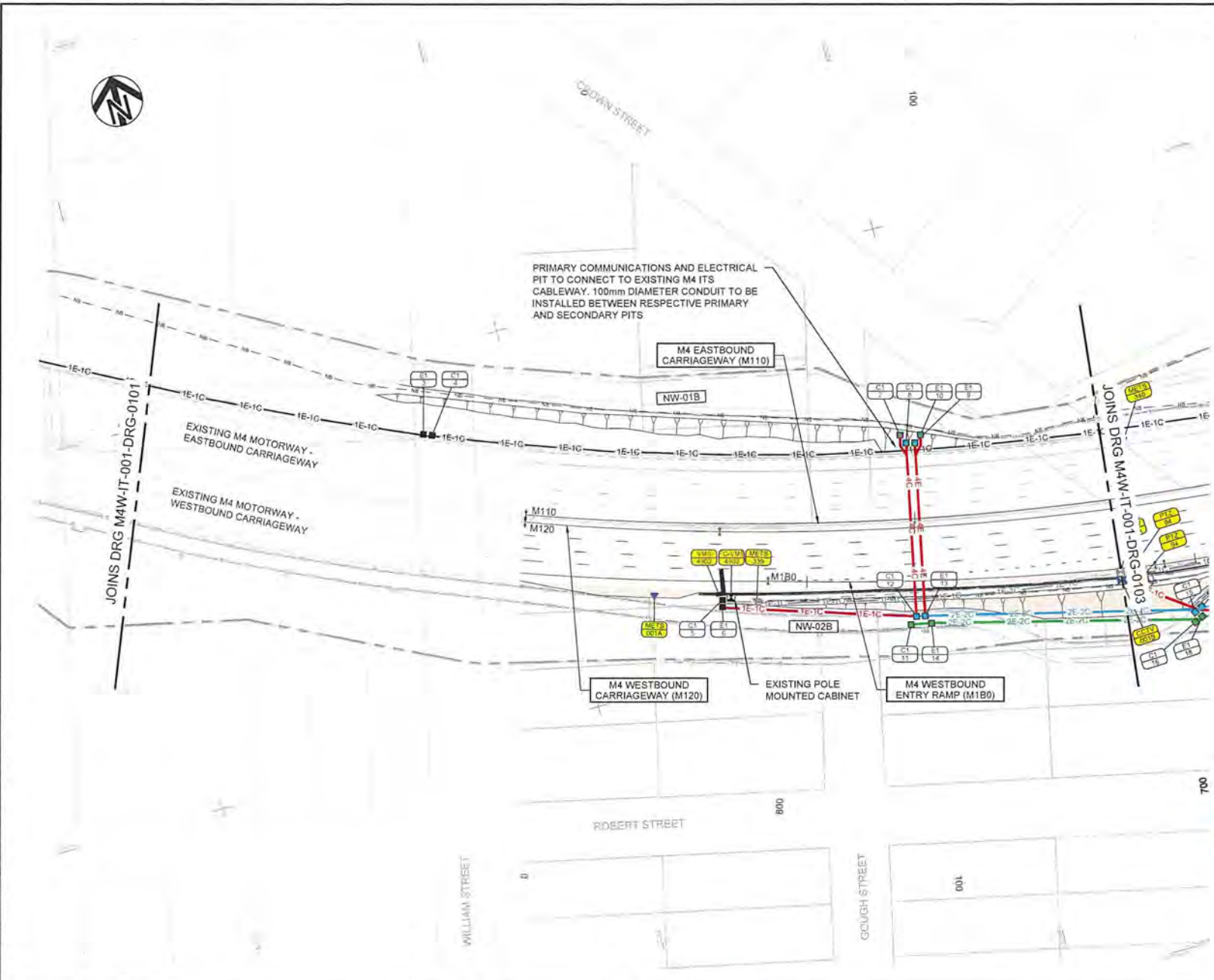
Appendix A of Part 2 - Acquisition Parcels

- Lot 16 in Deposited Plan 806495
- Lot 21 in Deposited Plan 806495
- Lot 22 in Deposited Plan 806495
- Lot 12 in Deposited Plan 836871
- Lot 1 in Deposited Plan 1023100
- Lot 1 in Deposited Plan 1083388
- Lot 24 in Deposited Plan 806495
- Lot 25 in Deposited Plan 806495
- Lot 53 in Deposited Plan 825637
- Lot 101 in Deposited Plan 1077494
- Lot 1 in Deposited Plan 1030856
- Lot 3 in Deposited Plan 114989
- Lot 201 in Deposited Plan 1185601
- Lot 3 in Deposited Plan 668276
- Lot 7 in Deposited Plan 1018620
- Lot 8 in Deposited Plan 1018620
- Lot 24 in Deposited Plan 109759
- Lot 33 in Deposited Plan 109759
- Lot 1 in Deposited Plan 745545
- Lot 1 in Deposited Plan 1036111
- Lot 1 in Deposited Plan 775425
- Lot 3 in Deposited Plan 114977
- Lot 1 in Deposited Plan 1167437

Appendix B of Part 2 – Indicative M4 West Licensed Maintenance Areas

Drawing number	Asset ID	Asset Type	Area Description	Location	LMA Required
M4W-IT-001-DRG-0102	VMS 4902	Variable Message Sign	M4 Motorway East bound Approach - Adjacent to William St		A LMA is required for the Structure and the area around the base of the structure.
M4W-IT-001-DRG-0135	VSLs 55	Variable Speed Sign	M4 Motorway westbound approach- Adjacent to Flemington Road		A LMA is required for the Structure and the area around the base of the structure.
M4W-IT-001-DRG-0135	DB 020	Distribution Board	Corner of Park Road and Flemington Road		A LMA is required for the Structure and the area around the base of the structure.

- NOTES**
- FOR GENERAL NOTES AND LEGEND REFER TO DRAWINGS M4W-IT-001-DRG-0011 AND M4W-IT-001-DRG-0012.
 - NEW ELECTRICAL CABLE TO BE INSTALLED FROM TMU4021 TO VMS 4902 THROUGH PRIMARY ELECTRICAL CONDUITS.
 - REFER TO TYPICAL CONDUIT AND PIT DETAILS DRAWINGS M4W-IT-001-DRG-0021 TO M4W-IT-001-DRG-0023, M4W-IT-001-DRG-0041 AND M4W-IT-001-DRG-0045.



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DRAWING FILE LOCATION NAME V:_Vault\Projects\2021\1687\CAD\DWG\15_IT_IT\M4W-IT-001-DRG-0102.dwg		DESIGN LOT CODE IT-001	PLOT DATE 15 March 2024	THE TABLE	DESIGN MODEL FILE(S) USED FOR DOCUMENTATION OF THIS DRAWING	WESTCONNEX DELIVERY AUTHORITY WESTCONNEX - M4 WIDENING CHURCH STREET TO HOMEBUSH BAY DRIVE INTELLIGENT TRANSPORT SYSTEMS MAIN ALIGNMENT AND LOCAL ROADS PLAN SHEET 2	
EXTERNAL REFERENCE FILES		APPR NO 218	APPROVAL DW	TITLE	WESTCONNEX DESIGNER	SCALES AT AS SHOWN DRAWING	
REV DATE AMENDMENT / REVISION / DESCRIPTION		WESTCONNEX CONSTRUCTION JOINT VENTURE		NAME	SCALE 1:1000		
# 15.03.2016 ISSUED FOR CONSTRUCTION		DRAFTSMAN A.LALLY		WESTCONNEX DESIGNER	COORDINATE SYSTEM NZM 2000 98 HEIGHT DATUM A.M.S.L.		
DRAFTING CHECKER E.SMAILES		DESIGNER H.KAPADIA		WESTCONNEX DESIGNER	PLAN REGISTRATION NO DS2015/000173		
DESIGN CHECKER T.JENNINGS		DESIGN MANAGER R.HUNTER		WESTCONNEX DESIGNER	SERIAL STATUS FOR CONSTRUCTION		
PROJECT MANAGER D.WRIGHT		PROJECT MANAGER D.WRIGHT		WESTCONNEX DESIGNER	PROJECT / DRAWING NO M4W-IT-001-DRG-0102		
WESTCONNEX DESIGNER		WESTCONNEX DESIGNER		WESTCONNEX DESIGNER	ISSUE A		

SCHEDULE 23

Not used

SCHEDULE 24

Not Used

SCHEDULE 25

Not Used

SCHEDULE 26

Site Access Schedule

(Clause 11.1)

Part 1 – M4 East

1. DEFINITIONS

Words and expressions not defined in this Site Access Schedule (Schedule) will have the same meaning as the words and expressions defined in this deed, except to the extent to which the context otherwise requires, and:

- (a) **Mainline Tunnel Chainage** means the chainage marked in black in the Construction Site (Surface land) drawings attached to Part C of this Schedule.
- (b) **Project Site** means the areas identified as such in Part A (Construction Site (Surface land)), Part B (Construction Site (Substratum land)), and Part C (Construction Site Drawings) of this Schedule.
- (c) **Construction Site Drawings** means the plans on the CDs attached to Part C to this Schedule. A parcel of land shown on a Construction Site Drawing may have one or more of its boundaries defined by reference to co-ordinates as shown on that Construction Site Drawing (either in addition to, or in the place of, any boundary shown on a deposited plan).
- (d) **Ramps Chainage** means the chainage marked in red in the Construction Site (Surface land) drawings attached to Part C of this Schedule.
- (e) **Temporary Areas** means the areas identified as such in Part A (Construction Site (Surface land)) and Part C (Construction Site Drawings) of this Schedule.

2. INTRODUCTION

- (a) This Schedule contains three parts:
 - (i) Part A – Construction Site (Surface land);
 - (ii) Part B – Construction Site (Substratum land); and
 - (iii) Part C – Construction Site Drawings.
- (b) Part A of the Schedule is subject to the requirements of:
 - (i) the Project Documents; and
 - (ii) any other document or condition referred to in this Schedule or in the "Conditions of Access" column of this Schedule,

and, in particular, must be read in conjunction with clauses 11.3, 11.4 and 18 of this deed, Schedules 2, 17 and 19 to this deed and sections 1.3 and 6.1 of, and Appendix A.2 to the M4 East SWTC.
- (c) Part B of the Schedule is subject to the requirements of:
 - (i) the Project Documents; and
 - (ii) any other document or condition referred to in this Schedule.

and, in particular, must be read in conjunction with clauses 11.3, 11.4 and 18 of this deed, Schedule 2, 17, 19 and 22 to this deed and sections 1.3 and 6.1 of, and Appendix A.2 to the M4 East SWTC.

(d) Part C of the Schedule contains the Construction Site Drawings.

3. **EXPLANATION OF PART A – CONSTRUCTION SITE (SURFACE LAND)**

3.1 **Explanation of tables**

Part A of this Schedule comprises 12 columns as follows:

- (a) SAS No is the number marking and identifying each specific parcel of land within the Construction Site (Surface land) drawings attached to Part C of this Schedule.
- (b) Lot No is the registered lot number of the specific parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule (where applicable).
- (c) DP/SP No is the deposited plan number of the specific parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule (where applicable).
- (d) Title Ref is the folio identifier in respect of the specific parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule (where applicable).
- (e) Location is the street address (or, where applicable, description of the location of Local Road, Motorway Reserve Land, or other parcel of land) in respect of the specific parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule.
- (f) Required Area is the required area of the specific parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule. In the "Required Area" column of Part A of this Schedule:
 - (i) "Full Area" indicates that the relevant parcel of land comprises all of the lot shown in the "Lot" column";
 - (ii) "PT AREA" indicates that the relevant parcel of land shown in the Construction Site (Surface land) drawings (and, if referred to in the "Drawing References" column, any accompanying sketches) comprises part (but not all) of the lot shown in the "Lot" column; and
 - (iii) "PT (air)" indicates that the relevant area of air space above the ground of the lot shown in the "Lot" column is required to accommodate part of a bridge cantilever, however, no land of this equivalent area comprising part of the lot shown in the "Lot" column is required.
- (g) Date for Access is the date on which RMS will give the Asset Trustee access to the parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule and must be read in conjunction with the "Conditions of Access" column of Part A of this Schedule.
- (h) Extent of Work is the type of works (either Project Works or Temporary Works) that may be carried out on the parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule.
- (i) Conditions of Access either:

- (i) contains a cross reference to a document (which may be an Annexure to this Schedule) including terms and conditions;
- (ii) specifies the actual terms and conditions; or
- (iii) specifies no further terms and conditions,

which the Asset Trustee must comply with in respect of the use and occupation of the relevant parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule.

- (j) Area Type is the categorisation of the land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule as either part of the Project Site or a Temporary Area.
- (k) Temporary Areas with Permanent Works is a description of land which is a Temporary Area which will have permanent works constructed on them as part of the Project Works (where applicable), and subject to clause 3.3 of this Schedule below.
- (l) Drawing Reference refers to the Construction Site Drawing on which the land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule is shown.

3.2 **General terms and conditions of access**

- (a) The contents of the "Conditions of Access" column do not limit the Contractor's obligations to comply with the M4 East SWTC and the Project Documents.
- (b) Any conditions set out or referred to in Appendix 2 to the M4 East SWTC that apply in respect of:
 - (i) the Motorway Site; or
 - (ii) Temporary Areas,

are deemed to be included in the "Conditions of Access" column of this Schedule where relevant with respect to any parcel of land.

- (c) The Asset Trustee's obligations under clause 11.3 of this deed and section 6.1 of the M4 East SWTC are deemed to be included in the "Conditions of Access" column of this Schedule where relevant with respect to any parcel of land.

3.3 **Temporary Areas with permanent works**

Despite clause 11.4 of this deed, the parties acknowledge and agree that the lots, or parts of the lots, with a description in the "Temporary Areas with Permanent Works" column in Part A of this Schedule will have permanent works constructed on them as part of the Project Works even though the lots are Temporary Areas and clause 11.4 of this deed will not apply to them.

4. **EXPLANATION OF PART B – CONSTRUCTION SITE (SUBSTRATUM LAND)**

4.1 **Explanation of tables**

Part B of this Schedule comprises 4 tables as follows:

(a) Table 1: Mainline Tunnel

The Date for Access for each section of the mainline tunnels, as defined by Mainline Tunnel Chainage, is listed in Table 1 which is the date on which RMS will give the Asset Trustee access to the relevant chainage of the sub-stratum parcel of land referred to in Table 1 which chainage is shown in:

- (i) the Asset Trustee's Modified Design included in Appendix E.3 of the M4 East SWTC; and
- (ii) the Construction Site (Substratum land) drawings attached to Part C of this Schedule.

(b) Table 2: Tunnel Ramps

The Date for Access for each section of ramps, as defined by the Ramps Chainage, is listed in Table 2 which is the date on which RMS will give the Asset Trustee access to the relevant chainage of the sub-stratum parcel of land referred to in Table 2 which chainage is shown in:

- (i) the Asset Trustee's Modified Design included in Appendix E.3 of the M4 East SWTC; and
- (ii) the Construction Site (Surface land) drawings attached to Part C of this Schedule.

(c) Table 3: Ventilation Tunnels and Temporary Access Tunnels

The Date for Access for each section of tunnel declines is listed in Table 3 which is the date on which RMS will give the Asset Trustee access to the relevant area of the sub-stratum parcel of land referred to in Table 3 which chainage is shown in:

- (i) the Asset Trustee's Modified Design included in Appendix E.3 of the M4 East SWTC; and
- (ii) the Construction Site (Surface land) drawings attached to Part C of this Schedule.

(d) Table 4: Dives and Cut-And-Covers

The Date for Access for each of the dives and cut-and-covers is listed in Table 4 which is the date on which RMS will give the Asset Trustee access to the relevant area of the sub-stratum parcel of land referred to in Table 4.

4.2 **Substratum corridor principles**

The parties acknowledge that the substratum corridor is defined by a model which is represented by drawings defining the "Tunnel Substratum Boundary", copies of which are attached to Part C of this Schedule, and have been prepared having regard to the principles set out below:

(a) Offsets from control strings

Offsets from the concept design control strings have been calculated to give 10 metres minimum plan clearance from the external sides of the mainline tunnels.

(b) Clearance around service adits, maintenance bays, connections to shafts, and the like

The clearance around service adits, maintenance bays, tunnel connections to shafts, and the like are generally a minimum 10 metres. The vertical exhaust shafts are within the surface foot-print and are therefore shown in the land to be acquired.

(c) Substratum for dive structures

The substratum for dive structures is generally typically within the Motorway corridors or in current RMS land, except in the vicinity of Cintra Park, and at the eastern end in the vicinity of Parramatta Road Ashfield. Where ground anchors have been foreseen an allowance of 20m has been made compared to the excavation pits, or relevant earth retaining structures.

(d) Definition of the top of the substratum

The substratum has been defined as 10m above tunnel crown.

(e) Other clearance areas

To the extent that there are any other structures or items requiring clearance and such structures or items requiring clearance and such structures or items are not described in (a) – (d) above, a clearance of 10 metres from the outer edge of the relevant structure or item will apply.

(f) Modified Design background information

This substratum is based on the updated Modified Design dated March 2015 as shown on the attached drawings and accommodates the safeguarding for a future M4 South Connection.

(g) Design development

Further amendments to the tunnel substratum and the areas comprising the "Project Site" are to be expected during the development of alignment design after Financial Close and the process in paragraph 2A of Part 1 of Schedule 22 of this deed will apply in this respect.

Part A – Surface land

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
1				Separable Portion 1 to the M4 West Project, as defined at Note 1	Full Area	31-Oct-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1
2				Remaining M4 Widening Connection Land, as defined at Note 2	Full Area	22-Mar-17	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1
3	13	839591	13/DP839591	M4 Motorway Reserve Land Note 3	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1
4	1	883387	1/DP883387	10 Homebush Bay Drive, Homebush	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1 Sketch SR 2378 - Sheets 1-3
5	101	749563	101/DP749563	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1
6	24	225456	24/DP225456	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1
7	14	264402	14/DP264402	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
8		SP85957	SP85957	7-9 Verley Drive, Homebush	PT (air)	15-Jun-16	Project Works	Partial acquisition of aerial stratum. Provision of driveway access to residences at SP85957 required on	Project Site		M4 East Construction Site (Surface Land) - Sheet 2 Sketch SR 2395

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
								24 hrs per day, 7 days per week.			
9	15	26440 2	15/DP264 402	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
10				M4 Motorway Reserve Land adjacent to Verley Drive, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
11	16	26440 2	16/DP264 402	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
12				M4 Motorway Reserve Land adjacent to Wentworth Road, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
13	9	26440 2	9/DP2644 02	46 Pomeroy Street, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 2
14	17	26440 2	17/DP264 402	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
15				M4 Motorway Reserve Land adjacent to Short Street, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
16	12	10611 57	12/DP106 1157	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
17	13	10611 57	13/DP106 1157	7 Short Street, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
18	18	264402	18/DP264402	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
19	101	1030038	101/DP1030038	4-8 Short Street, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
20	20	1031702	20/DP1031702	4 Short Street, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 2
21	9	958678	9/DP958678	2 Short Street, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 2
22	17	711389	17/DP711389	85-103 Underwood Road, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
23	10	260729	10/DP260729	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
24	7	260729	7/DP260729	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
25	21	711389	21/DP711389	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
26	18	711389	18/DP711389	85-103 Underwood Road, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
27				Portion of Local Road, Underwood Road, Homebush, north of M4 Motorway Reserve Land. Note 3	PT Area	15-Jun-16	Temporary Works	Existing access along Underwood Rd required on 24 hrs per day, 7 days per week	Temporary Area	Reinstate this portion of Underwood Road over the M4 East Cut-and-Cover	M4 East Construction Site (Surface Land) - Sheet 2

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
28				M4 Motorway Reserve Land at Underwood Road, Homebush	Full Area	01-Jan-16	Project Works	Existing access along Underwood Rd required on 24 hrs per day, 7 days per week	Project Site		M4 East Construction Site (Surface Land) - Sheet 2
29	D	15312	D/DP15312	86 Underwood Road, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
30	C	15312	C/DP15312	88 Underwood Road, Homebush	PT Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
31	C	15312	C/DP15312	88 Underwood Road, Homebush	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
32	101	874681	101/DP874681	90 Underwood Road, Homebush	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
33	3	130612	3/DP130612	92 Underwood Road, Homebush	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
34	X	359920	X/DP359920	92 Underwood Road, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
35	100	874681	100/DP874681	53 Ismay Avenue, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
36	38	15312	38/DP15312	55 Ismay Avenue, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
37	39	15312	39/DP15312	57 Ismay Avenue, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
38	40	15312	40/DP15312	59 Ismay Avenue, Homebush	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
39	B	397762	B/DP397762	Lot associated with 59 Ismay Avenue Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
40	41A	321739	41A/DP321739	61 Ismay Avenue, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
41	42B	321739	42B/DP321739	63 Ismay Avenue, Homebush	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
42	2	609880	2/DP609880	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
43	2	301919	2/DP301919	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
44	A	397762	A/DP397762	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
45	23	559425	23/DP559425	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
46	2	612409	2/DP612409	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
47	1	612409	1/DP612409	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
48	B	318010	B/DP318010	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
49	43	15312	43/DP15312	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
50	44	15312	44/DP15312	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
51	45	15312	45/DP15312	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
52	46	15312	46/DP15312	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
53	1	126150	1/DP126150	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
54	2	126150	2/DP126150	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
55				M4 Motorway Reserve Land at Ismay Avenue, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
56				Portion of Local Road, Ismay Avenue, Homebush, north of M4 Motorway Reserve Land. Note 3	PT Area	31-May-16	Temporary Works	Provision of access to residences on either side of this portion of Ismay Street required on 24 hrs per day, 7 days per week until residences	Temporary Area	Reinstate this portion of Ismay Avenue over the M4 East Cut-and-Cover	M4 East Construction Site (Surface Land) - Sheet 3

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
								acquired			
57	6	15561	6/DP15561	6 Allen Street, Homebush	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
58	5A	15561	5A/DP15561	8 Allen Street, Homebush	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
59	5	15561	5/DP15561	10 Allen Street, Homebush	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
60	4A	15561	4A/DP15561	70 Ismay Avenue, Homebush	Full Area	04-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
61	4	15561	4/DP15561	72 Ismay Avenue, Homebush	Full Area	04-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
62	3	15312	3/DP15312	74 Ismay Avenue, Homebush	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
63	13	711389	13/DP711389	8 Allen Street, Homebush	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
64	2	15312	2/DP15312	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
65	14	711389	14/DP711389	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
66	23	711389	23/DP711389	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
67	11	731362	11/DP731362	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
68	2	1002876	2/DP1002876	15 Parramatta Road, Homebush	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3 Sketch SR 2390
69	2	1002876	2/DP1002876	15 Parramatta Road, Homebush	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3 Sketch SR 2390
70	1	1002876	1/DP1002876	20-32 George Street, North Strathfield	PT (air)	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3 Sketch SR 2390
71	103	717983	103/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
72	106	717983	106/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
73	100	717983	100/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
74	105	717983	105/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
75	15	262881	15/DP262881	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
76	101	717983	101/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
77	104	717983	104/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
78	102	717983	102/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
79				Portion of State Road, Sydney Street, North Strathfield, between M4 Motorway and Concord Road. Note 3	PT Area	15-Jun-16	Temporary Works	Existing access along Sydney Street from the M4 Motorway to Concord Road is required on 24 hrs per day, 7 days per week. Provision of access to residences on either side of this portion of Sydney Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Reinstate this portion of Sydney Street over the M4 East Cut-and-Cover	M4 East Construction Site (Surface Land) - Sheet 4
80	35	1835	35/DP1835	Part of 23 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
81	36	1835	36/DP1835	Part of 23 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
82	37	1835	37/DP1835	23 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
83	38	1835	38/DP1835	Part of 23 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
84	A	403812	A/DP403812	21 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
85	B	403812	B/DP403812	19 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
86	2	533421	2/DP533421	17 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
87	1	533421	1/DP533421	15 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
88	43	1835	43/DP1835	13 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
89	44	1835	44/DP1835	Part of 13 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
90	45	1835	45/DP1835	Part of 11 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
91	46	1835	46/DP1835	Part of 11 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
92	47	1835	47/DP1835	Part of 11 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
93	48	1835	48/DP1835	9B Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
94	49	1835	49/DP1835	9A Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
95	50	1835	50/DP1835	9 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
96				Portion of Concord Lane, North Strathfield, between Sydney Street and Carrington Lane. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Concord Lane required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Reinstate this portion of Concord Lane over the M4 East Cut-and-Cover	M4 East Construction Site (Surface Land) - Sheet 4
97	57	1835	57/DP1835	Part of 72 Concord Road, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
98	56	1835	56/DP1835	Part of 72 Concord Road, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
99	55	1835	55/DP1835	Part of 70 Concord Road, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
100	54	1835	54/DP1835	Part of 70 Concord Road, North Strathfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
101	1	126473	1/DP126473	Part of 68 Concord Road, North Strathfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
102	2	126473	2/DP126473	Part of 68 Concord Road, North Strathfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
103				M4 Motorway Reserve Land, from the boundary of Lot 11 DP731362 to Parramatta Road, including viaduct and land between Sydney Street and Parramatta Road, North Strathfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
104	10	719909	10/DP719909	60 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
105	11	719909	11/DP719909	58 Sydney Street, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
106	10	747076	10/DP747076	56 Sydney Street, North Strathfield	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
107	3	319089	3/DP319089	54C Sydney Street, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
108	3	319089	3/DP319089	54C Sydney Street, North Strathfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
109	2	319089	2/DP319089	54B Sydney Street, North Strathfield	PT Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
110	2	319089	2/DP319089	54B Sydney Street, North Strathfield	PT Area	31-May-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
111	1	319089	1/DP319089	54A Sydney Street, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
112	1	319089	1/DP319089	54A Sydney Street, North Strathfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
113				Local Road Bridge Lane, North Strathfield	Full Area	15-Jun-16	Project Works	Provision of access to residences on the northern side of Bridge Lane required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
114	14	719909	14/DP719909	8 Young Street, North Strathfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
115				Portion of Young Street, North Strathfield. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Young Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
116				Portion of Young Street, North Strathfield. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Young Street required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
117	1	125985	1/DP125985	23 Young Street, North Strathfield	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
118	2	1835	2/DP1835	23 Young Street, North Strathfield	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
119	1	115469	1/DP115469	21 Young Street, North Strathfield	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
120	1	934474	1/DP934474	19 Young Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
121	1	930533	1/DP930533	19 Young Street, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
122	1	930533	1/DP930533	19 Young Street, North Strathfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
123	1	931432	1/DP931432	17 Young Street, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
124	1	931432	1/DP931432	17 Young Street, North Strathfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
125	2	115469	2/DP115469	15 Young Street, North Strathfield	Full Area	31-May-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
126				Portion of Taylor Lane, North Strathfield. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Taylor Lane required on 24 hrs per day, 7 days per week until	Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/SP No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
								residences acquired			
127				Portion of Taylor Lane, North Strathfield. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Taylor Lane required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
128	5	703453	5/DP703453	66 Concord Road, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
129	4	703453	4/DP703453	66 Concord Road, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
130	3	703453	3/DP703453	64 Concord Road, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
131	2	703453	2/DP703453	64 Concord Road, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
132		SP 7775	SP 7775	Units 1-5, including common property, 60 Concord Road, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
133		SP 7775	SP 7775	Units 1-5, including common property, 60 Concord Road, North Strathfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
134	4	34203	4/DP34203	99 Concord Road, Concord	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western part of lot	M4 East Construction Site (Surface Land) - Sheet 4
135	5	34203	5/DP34203	97 Concord Road, Concord	PT Area	15-Jun-16	Temporary Works	Provision of access to residence required on 24 hrs per day, 7 days per week.	Temporary Area	Constructed works as part of Concord Road on partial lot	M4 East Construction Site (Surface Land) - Sheet 4 Sketch SR 2384
136	9	7594	9/DP7594	10 Thornleigh Avenue, Concord (also fronts Concord Rd)	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on partial lot	M4 East Construction Site (Surface Land) - Sheet 4 Sketch SR 2383
137	8	7594	8/DP7594	10 Thornleigh Avenue, Concord (also fronts Concord Rd)	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on partial lot	M4 East Construction Site (Surface Land) - Sheet 4 Sketch SR 2383
138	7	96368	7/DP96368	91 Concord Road, Concord	Full Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western quarter of lot	M4 East Construction Site (Surface Land) - Sheet 4
139	1	126626	1/DP126626	89 Concord Road, Concord	Full Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western quarter of lot	M4 East Construction Site (Surface Land) - Sheet 4
140	1	985123	1/DP985123	87 Concord Road, Concord	Full Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western quarter of lot	M4 East Construction Site (Surface Land) - Sheet 4
141	2	958842	2/DP958842	85 Concord Road, Concord	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western quarter of lot	M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
142	1	95884 2	1/DP9588 42	83 Concord Road, Concord	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western quarter of lot	M4 East Construction Site (Surface Land) - Sheet 4
143	1	31093 4	1/DP3109 34	81 Concord Road, Concord	PT Area	15-Jun-16	Temporary Works	Provision of alternate access to Church property and parking area required on 24 hrs per day, 7 days per week.	Temporary Area	Constructed works as part of Concord Road on partial acquisition of lot	M4 East Construction Site (Surface Land) - Sheet 4 Sketch SR 2347
144				Portion of Sydney Street, Concord, east of Concord Road. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on south side of this portion of Sydney Street required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
145				Portion of Sydney Street, Concord, east of Concord Road. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on south side of this portion of Sydney Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Constructed works on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 4
146	2	7594	2/DP7594	79 Concord Road, Concord	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
147	1	7594	1/DP7594	77 Concord Road, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
148	96	7594	96/DP759 4	54 Sydney Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
149	95	7594	95/DP7594	52 Sydney Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
150	94	7594	94/DP7594	50 Sydney Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
151	6	4500	6/DP4500	75 Concord Road, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
152	5	4500	5/DP4500	73 Concord Road, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
153	4	4500	4/DP4500	71 Concord Road, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
154				Portion of Concord Road, Concord, between Sydney and Edward Streets. Note 3	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
155				Edward Lane, Concord, north of Edward Street. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Edward Lane required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
156	7	4500	7/DP4500	23 Edward Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
157	1	301817	1/DP301817	21 Edward Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
158	2	301817	2/DP301817	19 Edward Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
159				Portion of Edward Street, Concord, east of Concord Road. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Edward Street required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
160				Portion of Edward Street, Concord, east of Concord Road. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Edward Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Constructed works on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 4
161	41	4500	41/DP4500	24 Edward Street, Concord	Full Area	31-May-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
162	42	4500	42/DP4500	26 Edward Street, Concord	Full Area	31-May-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
163				Portion of Edward Lane, Concord, between Edward and Alexandra Streets. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Edward Lane required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
164	C	370133	C/DP370133	28 Edward Street, Concord	Full Area	31-May-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
165	18	719909	18/DP719909	69 Concord Road, Concord	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
166	19	719909	19/DP719909	67 Concord Road, Concord	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
167	20	719909	20/DP719909	65 Concord Road, Concord	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
168				Portion of Alexandra Street, Concord, between M4 Motorway and Edward Lane. Note 3	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
169	21	719909	21/DP719909	63 Concord Road, Concord	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
170	21	719909	21/DP719909	63 Concord Road, Concord	PT Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
171	22	719909	22/DP719909	Adjacent to M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
172	23	719909	23/DP719909	Adjacent to M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
173	37	719909	37/DP719909	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
174	50	785451	50/DP785451	153-165 Parramatta Road, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
											Sketch SR 2396
175	7301	1159824	7301/DP1159824	Parramatta Road frontage to Concord Oval, Concord	PT Area	01-Feb-16	Temporary Works	Access subject to a licence of some areas back to Council, to access its wastewater treatment facility	Temporary Area		M4 East Construction Site (Surface Land) - Sheet 5 Sketch SR 2346
176	7301	1159824	7301/DP1159824	Parramatta Road frontage to Concord Oval, Concord	PT Area	01-Feb-16	Project Works	Access subject to a licence of some areas back to Council, to access its wastewater treatment facility	Project Site		M4 East Construction Site (Surface Land) - Sheet 5 Sketch SR 2346
177	7302	1159824	7302/DP1159824	Parramatta Road frontage to Concord Oval, Concord	Full Area	01-Feb-16	Project Works	Access subject to a licence of some areas back to Council, to access its wastewater treatment facility	Project Site		M4 East Construction Site (Surface Land) - Sheet 5 Sketch SR 2346
178	64	4612	64/DP4612	269 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
179	63	4612	63/DP4612	269 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
180	50	719977	50/DP719977	257-261 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
181	51	719977	51/DP719977	257-261 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
182	52	719977	52/DP719977	257-261 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
183	53	719977	53/DP719977	253-255 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
184	54	719977	54/DP719977	253-255 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
185	115	4612	115/DP4612	1 Wolseley Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
186	114	4612	114/DP4612	3 Wolseley Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
187	1	933225	1/DP933225	2 Northcote Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
188	1	933407	1/DP933407	4 Northcote Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
189				Portion of Local Road, Northcote Street, Haberfield, north of Parramatta Road. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Northcote Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Reinstate this portion of Northcote Street	M4 East Construction Site (Surface Land) - Sheet 6
190	55	719977	55/DP719977	245 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
191	56	719977	56/DP719977	245 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
192	57	719977	57/DP719977	245 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
193	58	719977	58/DP719977	245 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
194	B	391272	B/DP391272	1 Northcote Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
195	A	391272	A/DP391272	3 Northcote Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
196	1	239458	1/DP239458	2 Wattle Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
197	2	239458	2/DP239458	2 Wattle Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
198	1	655550	1/DP655550	237-239 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
199	B	306471	B/DP306471	237-239 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
200	C	306471	C/DP306471	235 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
201	D	306471	D/DP306471	233 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
202	E	306471	E/DP306471	231 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
203	X	384779	X/DP384779	229 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
204	Y	384779	Y/DP384779	227 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
205	B	433998	B/DP433998	225 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
206	1	342078	1/DP342078	219 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
207	2	342078	2/DP342078	2A Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
208	F	306471	F/DP306471	1A Wattle Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
209	1	946115	1/DP946115	1 Wattle Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
210	1	946514	1/DP946514	3 Wattle Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
211	511	880007	511/DP880007	5 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
212	511	880007	511/DP880007	5 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
213	512	880007	512/DP880007	5A Wattle Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
214		SP6334	SP6334	Units 1-8, 7 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
215		SP6334	SP6334	Units 1-8, 7 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
216	49	1756	49/DP1756	9 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
217	49	1756	49/DP1756	9 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
218	148	129987	148/DP129987	11 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
219	148	129987	148/DP129987	11 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
220		SP7612	SP7612	Units 1-10, 13 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
221		SP7612	SP7612	Units 1-10, 13 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
222	1	129933	1/DP129933	17 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
223	1	129933	1/DP129933	17 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
224	A	443459	A/DP443459	4 Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
225	B	443459	B/DP443459	4A Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
226	8	1756	8/DP1756	6 Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
227	A	106839	A/DP106839	8 Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
228	B	106839	B/DP106839	10 Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
229	A	396733	A/DP396733	12 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
230	B	396733	B/DP396733	14 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
231	1	955345	1/DP955345	16 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
232	1	953328	1/DP953328	18 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
233	12	130584	12/DP130584	20 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
234	13/B	1756	13/B/DP1756	22 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
235	45	1756	45/DP1756	19 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
236	45	1756	45/DP1756	19 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
237	1	420234	1/DP420234	21 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
238	1	420234	1/DP420234	21 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
239	2	420234	2/DP420234	21A Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
240	2	420234	2/DP420234	21A Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
241	B	437965	B/DP437965	23 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
242	B	437965	B/DP437965	23 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
243	A	437965	A/DP437965	25 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
244	A	437965	A/DP437965	25 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
245		SP6501	SP6501	Units 1-8, 27 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
246		SP6501	SP6501	Units 1-8, 27 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
247				Portion of Local Road Allum Street, Haberfield, east of Wattle Street. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Allum Street required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 6
248				Portion of Local Road Allum Street, Haberfield, east of Wattle Street. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Allum Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
249	2	552460	2/DP552460	29-31 Wattle Street, Haberfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
250		SP6270	SP6270	Units 1-10, 29 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
251		SP6270	SP6270	Units 1-10, 29 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
252	1	930245	1/DP930245	33 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
253	1	930245	1/DP930245	33 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
254	1	930244	1/DP930244	35 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
255	1	930244	1/DP930244	35 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
256	C	900892	C/DP900892	37 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
257	C	900892	C/DP900892	37 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
258	B	900892	B/DP900892	39 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
259	B	900892	B/DP900892	39 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
260	B	108707	B/DP108707	41 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
261	B	108707	B/DP108707	41 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
262	A	108707	A/DP108707	43 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
263	A	108707	A/DP108707	43 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
264	1	115472	1/DP115472	42 Walker Avenue, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6 Sketch SR 2381
265	1	947287	1/DP947287	44 Walker Avenue, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6 Sketch SR 2380
266	1	945634	1/DP945634	46 Walker Avenue, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6 Sketch SR 2379

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
267	36	1756	36/DP1756	45A Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
268	36	1756	36/DP1756	45A Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
269	1	110050	1/DP110050	47 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
270	1	110050	1/DP110050	47 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
271	1	972376	1/DP972376	49 Wattle Street, Haberfield	PT Area	04-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
272	1	972376	1/DP972376	49 Wattle Street, Haberfield	PT Area	04-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
273	1	971047	1/DP971047	51 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
274	1	971047	1/DP971047	51 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
275	1	130041	1/DP130041	53 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
276	1	130041	1/DP130041	53 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
277	2	105187	2/DP105187	164 Ramsay Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
278	2	105187	2/DP105187	164 Ramsay Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Ramsay Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
279	1	105187	1/DP105187	162 Ramsay Street, Haberfield	PT Area	04-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
280	1	105187	1/DP105187	162 Ramsay Street, Haberfield	PT Area	04-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Ramsay Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
281	1	973730	1/DP973730	160 Ramsay Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
282	1	973730	1/DP973730	160 Ramsay Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Ramsay Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
283	1	115470	1/DP115470	158 Ramsay Street, Haberfield	PT Area	04-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
284	1	115470	1/DP115470	158 Ramsay Street, Haberfield	PT Area	04-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
285	2	115470	2/DP115470	156 Ramsay Street, Haberfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
286	1	129909	1/DP129909	259 Ramsay Street, Haberfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
287	2	218274	2/DP218274	257 Ramsay Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
288	2	218274	2/DP218274	257 Ramsay Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
289	3	218274	3/DP218274	255 Ramsay Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
290	3	218274	3/DP218274	255 Ramsay Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
291	147	4701	147/DP4701	253 Ramsay Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
292	2	129909	2/DP129909	53A Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
293	2	129909	2/DP129909	53A Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
294	3	129909	3/DP129909	55A Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
295	3	129909	3/DP129909	55A Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
296	A	100913	A/DP100913	46 Martin Street, Haberfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/SP No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
297	W	100914	W/DP100914	46 Martin Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
298	W	100914	W/DP100914	46 Martin Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
299	161	4701	161/DP4701	44 Martin Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
300	161	4701	161/DP4701	44 Martin Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
301	162	4701	162/DP4701	42 Martin Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
302				Portion of Local Road, Martin Street, Haberfield, east of Wattle Street. Note 3	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
303				Portion of Local Road, Martin Street, Haberfield, east of Wattle Street. Note 3	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
304	11	364004	11/DP364004	87 Dobroyd Parade, Haberfield	Full Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
305	10	978018	10/DP978018	23 Martin Street, Haberfield	PT Area	15-Jun-16	Temporary Works	Provision of access to residence required on 24 hrs per day, 7 days per week.	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
306	31	872944	31/DP872944	87 Dobroyd Parade, Haberfield	PT Area	15-Jun-16	Temporary Works	Provision of access to residence required on 24 hrs per day, 7 days per week.	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	Construction Boundaries Surface - Sheet 6 Sketch SR

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
											2394
307	1	129911	1/DP129911	29 Martin Street, Haberfield	Full Area	01-Jan-16	Temporary Works	Existing access along Dobroyd Pde required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
308	5	733249	5/DP733249	83 Dobroyd Parade, Haberfield	Full Area	15-Jun-16	Temporary Works	Existing access along Dobroyd Pde required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
309				Portion of Wattle Street, Haberfield, east and west of Martin Street. Note 3	PT Area	RMS to advise	Project Works	Existing access along Wattle Street and Dobroyd Pde required to be maintained 24 hrs per day, 7 days per week	Project Site		M4 East Construction Site (Surface Land) - Sheet 6
310	1	169385	1/DP169385	81 Dobroyd Parade, Haberfield	Full Area	15-Jun-16	Temporary Works	Existing access along Dobroyd Pde required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
311	3	852452	3/DP852452	Road Reserve Dobroyd Parade, Haberfield. Note 3	PT Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
312	4	852452	4/DP852452	81 Dobroyd Parade, Haberfield	PT Area	15-Jun-16	Temporary Works	Existing access along Dobroyd Pde required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6 Sketch SR 2382
313	9	852452	9/DP852452	81 Dobroyd Parade, Haberfield	PT Area	15-Jun-16	Temporary Works	Existing access along Dobroyd Pde required on 24 hrs per day, 7 days per week	Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6 Sketch SR 2382

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
314	10	1150608	10/DP1150608	195 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
315	52	1122039	52/DP1122039	RMS land, footbridge, Parramatta Road, Ashfield	Full Area	01-Jan-16	Temporary Works	Existing pedestrian access to footbridge required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of footbridge on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
316	53	1122039	53/DP1122039	RMS land, footbridge, Parramatta Road, Ashfield	Full Area	01-Jan-16	Temporary Works	Existing pedestrian access to footbridge required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of footbridge on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
317	50	1122039	50/DP1122039	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
318	51	1122039	51/DP1122039	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
319	3	5010	3/DP5010	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 7
320	1	973337	1/DP973337	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 7
321	6	965245	6/DP965245	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 7
322	1	965245	1/DP965245	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on eastern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
323	2	965245	2/DP965245	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on eastern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
324	3	965245	3/DP965245	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on eastern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
325	2	1023083	2/DP1023083	190 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on eastern half of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
326	2	1023083	2/DP1023083	190 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
327	1	963236	1/DP963236	186 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
328	1	963236	1/DP963236	186 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on western majority of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
329	2	668831	2/DP668831	186 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on western majority of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
330	2	668831	2/DP668831	186 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
331		SP66454	SP66454	98 Chandos Street, Ashfield	PT Area	15-Jun-16	Project Works	Provision of access to residences at SP66454 required on 24 hrs per day, 7 days per week.	Project Site	Constructed works as part of Parramatta Road on eastern majority of Temporary Area, and access to SP66454 on the remainder of this Temporary	M4 East Construction Site (Surface Land) - Sheet 7 Sketch SR

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
										Area	2391
332		SP66454	SP66454	98 Chandos Street, Ashfield	PT Area	15-Jun-16	Project Works	Provision of access to residences at SP66454 required on 24 hrs per day, 7 days per week.	Project Site	Constructed works as part of Parramatta Road on eastern majority of Temporary Area, and access to SP66454 on the remainder of this Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7 Sketch SR 2391
333	1	120051	1/DP120051	96 Chandos Street, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on eastern part of Temporary Area, and access to SP66454 on the majority of this Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
334	2	214209	2/DP214209	94 Chandos Street, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of access to SP66454 on the eastern half of this Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
335	1	214209	1/DP214209	92 Chandos Street, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of access to SP66454 on the eastern half of this Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
336				Portion of Local Road, Chandos Street, Ashfield, south of Parramatta Road. Note 3	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
337				Portion of Local Road, Chandos Street, Ashfield, south of Parramatta Road. Note 4	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
338		SP65838	SP65838	Units 1-6, 81 Chandos Street, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
339	4	18382	4/DP18382	184 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
340	4	18382	4/DP18382	184 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
341	3	18382	3/DP18382	182 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
342	3	18382	3/DP18382	182 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
343	2	18382	2/DP18382	180 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
344	2	18382	2/DP18382	180 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
345	1	18382	1/DP18382	178 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
346	1	18382	1/DP18382	178 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
347	B	438636	B/DP438636	176 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
348	B	438636	B/DP438636	176 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
349	A	438636	A/DP438636	174 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
350	A	438636	A/DP438636	174 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
351	B	433769	B/DP433769	172 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
352	B	433769	B/DP433769	172 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
353	A	433769	A/DP433769	170 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
354	A	433769	A/DP433769	170 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
355	11	439	11/DP439	168 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
356	11	439	11/DP439	168 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
357	10	439	10/DP439	166 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts	M4 East Construction Site (Surface Land) -

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
										of Temporary Area	Sheet 7
358	10	439	10/DP439	166 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
359	A	504990	A/DP504990	164 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
360	A	504990	A/DP504990	164 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
361	B	504990	B/DP504990	162 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
362	B	504990	B/DP504990	162 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
363	11	610044	11/DP610044	156 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
364	11	610044	11/DP610044	156 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
365	1	130606	1/DP130606	154 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
366	1	130606	1/DP130606	154 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
367	2	130606	2/DP130606	154 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 7
368	3	130606	3/DP130606	154 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 7
369	4	439	4/DP439	154 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
370	4	439	4/DP439	154 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
371	3	439	3/DP439	152 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
372	3	439	3/DP439	152 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
373	5	33945	5/DP33945	150 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern half of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

Note 1 - Area defined by Separable Portion 1 for the M4 West Project

The area identified in Separable Portion 1 for the M4 West Project has the following coordinates:

X=321668.0806, Y=6251987.2466

X=321672.5862, Y=6251995.8831

X=321645.4815, Y=6252025.9418

X=321625.8808, Y=6252050.3597

X=321618.9048, Y=6252042.0809

X=321604.6150, Y=6252025.1227
X=321599.8998, Y=6252007.0432
X=321616.4380, Y=6252000.2259
X=321645.4315, Y=6251987.0310
X=321693.7235, Y=6251960.5281
X=321722.7654, Y=6251941.9017
X=321735.9790, Y=6251934.0091
X=321762.4651, Y=6251918.7514
X=321783.5021, Y=6251906.8483
X=321804.9066, Y=6251895.2698
X=321808.5606, Y=6251902.1666
X=321776.7178, Y=6251919.6247
X=321748.9626, Y=6251936.5287
X=321713.8013, Y=6251960.3070

Note 2 - Remaining M4 Widening Connection Land

The area defined as the Remaining M4 Widening Connection Land between (STN 7800.00) and (STN 8257.00) extends from the chainage identified by the following coordinates:

X=321317.891, Y=6252081.178
X=321311.886, Y=6252038.974

to the chainage identified by the following coordinates:

X=321743.318, Y=6251926.452
X=321739.826, Y=6251919.702

and within the M4 West Motorway (excluding Separable Portion 1).

Note 3 - There is no corresponding sketch for PT areas for partial areas of Motorway lots and local roads

Part B – Substratum Land

Table 1: Mainline Tunnel

Date for Access			Drawing Reference
Mainline Tunnel Chainage			
from	to		
Western Portal			
1700	1650	01-Aug-16	M4 East Construction Site (Substratum Land) Sheet - 3
1700	1800	01-Aug-16	M4 East Construction Site (Substratum Land) Sheet - 3
1800	2100	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 3
2100	2200	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 4
Concord Interchange			
2600	2400	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 4
2400	2200	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 4
2600	2800	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 4
2800	3100	01-Nov-16	M4 East Construction Site (Substratum Land) Sheet - 4, 5
Cintra Park			
4100	3900	01-Aug-16	M4 East Construction Site (Substratum Land) Sheet - 6
3900	3700	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 6
3700	3500	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 5
3500	3300	01-Dec-16	M4 East Construction Site (Substratum Land) Sheet - 5
3300	3100	01-Dec-16	M4 East Construction Site (Substratum Land) Sheet - 5
4100	4400	01-Aug-16	M4 East Construction Site (Substratum Land) Sheet - 6
4400	4600	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 7
4600	4800	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 7

Date for Access			Drawing Reference
4800	5000	01-Nov-16	M4 East Construction Site (Substratum Land) Sheet - 7
5000	5200	01-Dec-16	M4 East Construction Site (Substratum Land) Sheet - 7
Wattle Street			
5850	5700	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 8
5700	5500	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 8
5500	5200	01-Nov-16	M4 East Construction Site (Substratum Land) Sheet - 7, 8
5850	6000	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 8
6000	6200	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 8, 10
6200	6350	01-Nov-16	M4 East Construction Site (Substratum Land) Sheet - 10

Table 2: Tunnel Ramps

		Date for Access		Drawing Reference
		Ramps Chainage		
		from	to	
		Concord Interchange ramps		
Starts at Portal		570	800	15-Jul-16 M4 East Construction Site (Substratum Land) - Sheet 4
City bound		800	1000	15-Aug-16 M4 East Construction Site (Substratum Land) - Sheet 4
		1000	1250	15-Sep-16 M4 East Construction Site (Substratum Land) - Sheet 4, 5
Starts at Portal		1050	850	15-Jul-16 M4 East Construction Site (Substratum Land) - Sheet 4
West bound		850	650	15-Aug-16 M4 East Construction Site (Substratum Land) - Sheet 4
		650	350	15-Sep-16 M4 East Construction Site (Substratum Land) - Sheet 4, 5
		350	0	15-Oct-16 M4 East Construction Site (Substratum Land) - Sheet 5
		Wattle Street ramps		
		640m ramp		
West to east		0	200	01-Sep-16 M4 East Construction Site (Substratum Land) - Sheet 8
		200	400	01-Oct-16 M4 East Construction Site (Substratum Land) - Sheet 8, 9
		400	Portal	01-Aug-16 M4 East Construction Site (Substratum Land) - Sheet 9
		985m ramp		
East to west		1470	1600	01-Sep-16 M4 East Construction Site (Substratum Land) - Sheet 8

		Date for Access		Drawing Reference
West to east	1470	1300	01-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 8
	1300	1100	01-Oct-16	M4 East Construction Site (Substratum Land) - Sheet 8
	1100	900	01-Nov-16	M4 East Construction Site (Substratum Land) - Sheet 8, 9
	900	700	01-Nov-16	M4 East Construction Site (Substratum Land) - Sheet 9
	700	Portal	01-Nov-16	M4 East Construction Site (Substratum Land) - Sheet 9
Parramatta Road Ashfield ramps				
507m ramp				
East to west	400	200	01-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 8
West to east	400	600	01-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 8
	600	800	01-Oct-16	M4 East Construction Site (Substratum Land) - Sheet 8, 10
	800	Portal	01-Nov-16	M4 East Construction Site (Substratum Land) - Sheet 10
460m ramp				
West to east	1150	950	01-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 8
	950	Portal	01-Oct-16	M4 East Construction Site (Substratum Land) - Sheet 10

Table 3: Ventilation Tunnels and Temporary Access Tunnels

Date for Access		Drawing Reference
Cintra Park decline		
Boundary of Cintra Park at Parramatta Rd to Mainline tunnel	15-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 6 (shown with dashed brown line)
Parramatta Road Ashfield decline		
Wolseley Street / Parramatta Rd to Mainline tunnel	15-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 8 (shown with dashed brown line)
Wattle/Parramatta Building/Tunnels Ventilation		01-Nov-16
		M4 East Construction Site (Substratum Land) - Sheet 10

Table 4: Dive and Cut-and-Cover

Date for Access		Drawing Reference
Western Connection		
Dive	01-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 2
Cut-and-Cover	01-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 2, 3
Concord Road		
Dive	15-Jun-16	M4 East Construction Site (Substratum Land) - Sheet 4

Date for Access		Drawing Reference
Cut-and-Cover	15-Jun-16	M4 East Construction Site (Substratum Land) - Sheet 4
City West – M4E		
Dive	15-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 9
Cut-and-Cover	01-Aug-16	M4 East Construction Site (Substratum Land) - Sheet 9
City West – M4S		
Dive	15-Jun-16	M4 East Construction Site (Substratum Land) - Sheet 9
Cut-and-Cover	01-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 9
East Ramps Connection		
Dive	01-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 10
Cut-and-Cover	01-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 10

Part C – Project Site Drawings

The documents that form Part C – Project Site Drawings to the Site Access Schedule are inserted into the CD identified below.



Part 2 – M4 West

M4 Widening

Site Access Schedule

This schedule identifies in the table below the access dates for the areas of the Site and Temporary Works Areas. The general location of each Item in the following table are shown in Figure A02.1

Item	Area of Site, Local Road Works Areas and Temporary Works Areas	Deposited Plan / Location	Access date	Conditions of Access
1	The Site and Temporary Works Areas, excluding areas of the Site and Temporary Works Areas identified in items 2 to 53 inclusive in this table.		Date of this deed	
2	Lot 1	DP1056054	11 August 2015	
3	Lot 2	DP1056054	11 August 2015	
4	Lot 53	DP825637	31 March 2015	
5	Lot 101 (part)	DP1077494 – defined by coordinates	Date of this deed	In accordance with the requirements of the Master Access Deed
6	Lot 1 (part)	DP1030856 – defined by coordinates	Date of this deed	In accordance with the requirements of the Master Access Deed
7	Lot 11 (part)	DP836871 – defined by coordinates	Date of this deed	In accordance with the requirements of the Master Access Deed
8	Lot 50	DP632565	11 August 2015	
9	Lot 60	DP632569	11 August 2015	
10	Lot 20	DP632496	11 August 2015	
11	Lot 1 (part)	DP1083388 – defined by coordinates	11 August 2015	
11a	Lot C	DP179389	11 August 2015	
12	Lot 1	DP1052519	11 August 2015	
13	Lot 48 (part)	DP225351 – defined by coordinates	11 August 2015	
14	Lot 41 (part)	DP225351 – defined by coordinates	11 August 2015	
15	Lot 42 (part)	DP225351 – defined by coordinates	11 August 2015	

M4Co

Item	Area of Site, Local Road Works Areas and Temporary Works Areas	Deposited Plan / Location	Access date	Conditions of Access
16	Lot 1 (part)	DP560429 – defined by coordinates	11 August 2015	
17	Lot 2 (part)	DP560429 – defined by coordinates	11 August 2015	
18	Lot 47 (part)	DP225351 – defined by coordinates	11 August 2015	
19	Lot 1 (part)	DP883068 – defined by coordinates	11 August 2015	
20	Lot 43 (part)	DP225351 – defined by coordinates	11 August 2015	
21	Lot 44 (part)	DP225351 – defined by coordinates	11 August 2015	
22	Lot 16 (part)	DP806495 – defined by coordinates	11 August 2015	
23	Lot 21	DP806495	11 August 2015	
24	Lot 22	DP806495	11 August 2015	
25	Lot 1	DP1023100 – defined by coordinates	11 August 2015	
26	Not used			
27	Lot 1	DP775425	11 August 2015	
28-33	Not used			
34	Lot 88 (part)	DP1190877 – defined by coordinates	11 August 2015	
35	Not used			
36	Lot 24	DP806495	11 August 2015	
37	Lot 25	DP806495	11 August 2015	
38	Lot 12 (part)	DP836871 – defined by coordinates	11 August 2015	
39	Lot 1	DP876255	11 August 2015	
40	201 Parramatta Rd, Homebush West – Lot 1 – (part)	DP840154 – defined by coordinates	31 March 2015	
41	Lots 6, 8 & 9 (part)	DP850536 – defined by coordinates	31 March 2015	
42	Lot 1 (part)	DP803418 – defined by coordinates	31 May 2015	
43	RMS storage yard – Adderley Street	Defined by coordinates	31 March 2015	
44	Lot 20 (part)	DP808070 – defined by coordinates	31 March 2015	
45	Lot 100 (part)	DP836293 – defined by coordinates	31 March 2015	
46	Not used			

M4Co

Item	Area of Site, Local Road Works Areas and Temporary Works Areas	Deposited Plan / Location	Access date	Conditions of Access
47	Lot 12	DP1117543	11 November 2015	
48	Lot 1	DP248869	11 November 2015	
49	A'Beckett Street	Local Road - Defined by coordinates	11 August 2015	
50	Arthur Street	Local Road - Defined by coordinates	11 August 2015	
51	James Ruse Drive Eastbound Entry Ramp	Defined by coordinates	31 May 2015	
52	Council land adjacent to Rail Corridor	Defined by coordinates	11 August 2015	
53	Rail Land	DP1030856 – defined by coordinates	Date of this deed	In accordance with the requirements of the Master Access Deed

M498

SCHEDULE 26A

Not used

SCHEDULE 26B

Connections to the Motorway

(clause 22.2)

Part 1 – M4 East

1. Homebush Bay Drive southbound to the eastbound carriageway of the Motorway then toward the M4 tunnel portal.
2. Homebush Bay Drive northbound to eastbound carriageway of the Motorway then toward the M4 tunnel portal.
3. Concord Road southbound to the eastbound carriageway of the M4 Motorway tunnel.
4. Concord Road southbound to the westbound carriageway of the M4 Motorway.
5. Concord Road northbound to the eastbound carriageway of the M4 Motorway.
6. Parramatta Road (Homebush) westbound to the westbound carriageway of the M4 Motorway (Station Street on-ramp).
7. Wattle Street (City West Link) southbound to the westbound carriageway of the Motorway.
8. Westbound carriageway of the M4 Motorway to either northbound or southbound on Homebush Bay Drive.
9. Westbound carriageway of the M4 Motorway tunnel to either northbound or southbound on Concord Road.
10. Eastbound carriageway of the M4 Motorway to eastbound Parramatta Road.
11. Eastbound carriageway of the M4 Motorway to Sydney Street at its intersection with Concord Road and Parramatta Road (Strathfield).
12. Parramatta Road (Strathfield) westbound to the westbound carriageway of the M4 Motorway.
13. Eastbound carriageway of the M4 Motorway to northbound Wattle Street (City West Link).
14. Parramatta Road westbound to the westbound carriageway of the M4 Motorway tunnel around Bland Street.

Part 2 – M4 West

1. Woodville Road / Church Street northbound to the westbound carriageway of the Motorway.
2. James Ruse Drive southbound to the eastbound carriageway of the Motorway.
3. James Ruse Drive southbound to the westbound carriageway of the Motorway.
4. James Ruse Drive northbound to the eastbound carriageway of the Motorway.
5. Silverwater Road northbound to the eastbound carriageway of the Motorway.
6. Silverwater Road southbound to the eastbound carriageway of the Motorway.
7. Silverwater Road northbound to the westbound carriageway of the Motorway.

8. Silverwater Road southbound to the westbound carriageway of the Motorway.
9. Hill Road southbound to the eastbound carriageway of the Motorway.
10. Hill Road southbound to the westbound carriageway of the Motorway.
11. Homebush Bay Drive northbound to the westbound carriageway of the Motorway.
12. Homebush Bay Drive southbound to the westbound carriageway of the Motorway via a new G-loop on ramp.
13. Eastbound carriageway of the M4 Motorway to Church Street.
14. Eastbound carriageway of the M4 Motorway to northbound James Ruse Drive.
15. Westbound carriageway of the M4 Motorway to James Ruse Drive.
16. Eastbound carriageway of the M4 Motorway to Silverwater Road both northbound and southbound.
17. Westbound carriageway of the M4 Motorway to Silverwater Road both northbound and southbound.
18. Eastbound carriageway of the M4 Motorway to northbound Hill Road.
19. Eastbound carriageway of the M4 Motorway to Homebush Bay Drive.
20. Eastbound and westbound carriageways of the western end of the M4 Motorway to the existing M4 motorway to the west of Church Street.

SCHEDULE 27

Not Used

SCHEDULE 28

Early Works

Early Works details as follows (to the extent the following can be lawfully undertaken prior to the granting of the Primary Planning Approval):

- Production of Design Documentation
- Review, comment and Certification of Design Documentation by the Independent Certifier and RMS
- Preparation of documentation, and liaison with relevant authorities, for the Environmental Protection Licence and Construction Environmental Management Plan
- Prepare, submit and have approved Project Plans
- Pre-Construction ground and infrastructure condition survey
- Initial site survey and setout
- Develop design documentation and approvals with all relevant utility services / authorities/ FRNSW
- Place orders for utility infrastructure where necessary for program e.g. electricity supplies
- Place orders and make milestone payments for key tunnel plant and equipment
- Provision of insurances, long service leave levy, unconditional undertaking
- Assistance with development of Planning Approval Application Documents as required
- Commencement of utility protection/relocation works
- As part of the Early Planning Works, the Asset Trustee will:
 - (a) make available appropriate resources and provide all necessary technical inputs required by RMS to enable an adequate EIS to be prepared which meets the Directors General's requirements based on the Concept Design and construction methodologies. The nature of inputs required from the Contractor may include, but are not limited to:
 - (i) providing all technical data and details of the Concept Design. This information would be used to enable EIS specialist technical papers to be prepared to accurately describe quantity and assess the impacts of the Concept Design. The Asset Trustee would be expected to work with RMS to develop appropriate mitigation measures to reduce, minimise or mitigate the impacts of the M4 East Project during construction and operation;
 - (ii) ensuring the M4 East Project description contained in the EIS accurately reflects the Concept Design (inclusive of any changes agreed between RMS and the Asset Trustee);
 - (iii) providing details of the Asset Trustee's optioneering processes used during the tender period and tender negotiations to settle on the Concept Design geometry; and
 - (iv) providing details of the optioneering processes undertaken to minimise environmental and community impacts of the Concept Design including air

quality, ventilation design, land take, construction methodology, impacts to the surrounding road network and connectivity etc;

- (b) work with RMS to undertake all necessary logistics for participation at a number community information sessions prior to EIS finalisation and exhibition, to inform stakeholder of the Concept Design. The number of sessions may be in the order of 5 half day sessions. The Asset Trustee would be expected to provide in the order of at least two member of their project team who have a detailed understanding of the Concept Design (surface roads and tunnel) construction methodologies and timeframes, to attend each community information session;
- (c) review the final EIS and confirm that the EIS accurately reflects the Concept Design and construction methodologies as submitted to RMS (inclusive of any agreed changes) including identified impacts, mitigation measures and other commitments to reduce, minimise or mitigate the impacts of the Project in respect of the M4 East during construction and operation;
- (d) work with RMS to undertake all necessary logistics for participation at EIS public display sessions during the EIS exhibition period. The number of session may be in the order of 8 half day sessions, including an air quality public forum. The Asset Trustee would be expected to provide in the order of at least two members of their project team who have a detailed understanding of the constructions methodologies and timeframes, to attend each public display session;
- (e) make available necessary resources to work with RMS and the EIS Consultant during the preparation of the Response to Submissions Report to provide, but not limited to:
 - (i) technical advice in relation to issues raised or Concept Design changed arising from submissions. The advice may extend to, but is not limited to, subjects such as the construction footprint, temporary land requirements, construction compounds (number location and operation) construction methodology and tunnel concept, including ventilation design and fire and life safety;
 - (ii) technical input into revised environmental mitigation measures which RMS may determine to be necessary to address issues raised by the community or agencies during submissions; and
 - (iii) technical/design input to assist RMS in understanding potential time and cost impacts of any proposed changes to the Concept Design to address community and/or agency issues;
- (f) provide the necessary resources to amend the Concept Design of the M4 East Project resulting from submissions by the public or government agencies warranting design changes, as determined by RMS and agreed between RMS and the Asset Trustee;
- (g) review the final Submissions Report and Preferred Infrastructure Report (if required) to confirm the report/s accurately reflect the agreed Concept Design and any changes and revised environmental management measures are consistent with the Contractor's final agreement with RMS;
- (h) make available necessary resources during the preparation of the Preferred Infrastructure report (if required) to provide technical input into the impacts of changes to the Concept Design from a design, construction, delivery and mitigation viewpoint;
- (i) make available appropriate resources between M4 East Amendment Date and planning determination to meet with agencies and/or stakeholders (when requested by RMS) to provide technical advice on relevant matters relating to the Concept Design and methodologies; and

- (j) make available necessary resources to provide advice to RMS during the review of draft conditions of Planning Approval to assist RMS in understanding the impacts that proposed conditions may have on project delivery timing and costs.

SCHEDULE 29

Not Used

SCHEDULE 30

Motorway Site

(clause 1.1)

Part 1 – M4 East

The documents that form Part 1 of Schedule 30 are inserted into the CD identified below.



Part 2 – M4 West

The documents that form Part 2 of Schedule 30 are inserted into the CD identified below.



SCHEDULE 31

Not Used

SCHEDULE 31A

Senior Project Group

(clause 8.5)

1. CONSTITUTION

- (a) The Senior Project Group will consist of:
- (i) prior to the Date of Completion of the final Stage to achieve Completion:
 - (A) a person appointed under:
 - (aa) clause 8.1 as the representative of RMS; and
 - (bb) clause 8.3 in respect of each Trustee as the representative of that Trustee;
 - (B) 2 persons from each party holding positions more senior to the persons referred to in paragraph 1(a)(i)A; and
 - (C) such other members as the parties may from time to time agree; and
 - (ii) after the Date of Completion of the final Stage to achieve Completion:
 - (A) a person appointed under:
 - (aa) clause 8.1 as the representative of RMS; and
 - (bb) clause 8.3 in respect of each Trustee as the representative of that Trustee; and
 - (B) 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 31A.

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 Project Trustee's Activities and the Asset 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 of the final Stage to achieve Completion; and

- (ii) at six monthly intervals between the Date of Completion of the final Stage to achieve Completion and the second anniversary of the Date of Completion of the final Stage to achieve Completion; and
 - (iii) at such other times as are agreed between the parties between the second anniversary of the Date of Completion of the final Stage to achieve 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 Operator, 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 Subcontractors and the Operator attend any meeting of the Senior Project Group as an observer.

PART C – ADMINISTRATIVE

SCHEDULE 32

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.18 of the M4 East SWTC and Appendices J04 to J12 of the M4 West SPR, 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 32 and section 5 of the M4 East SWTC; and
 - (iii) contain any relevant contents required under this deed, including as specified in Appendix J02 of the M4 West SPR and Appendix C.1 of the M4 East 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 the M4 East SWTC and Appendix J02 of the M4 West SPR).

2. REVIEW OF PROJECT PLANS

- (a) RMS's Representative may:
- (i) review any Project Plan submitted under this Schedule 32; 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 32, 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 Project Trustee's Activities and the Asset Trustee's Activities in accordance with the requirements of this 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 Project Trustee's Activities and the Asset 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 and the Subsidiary D&C Programs;
- (iv) those events or circumstances expressly identified for each Project Plan including as specified in Appendix C.1 of the M4 East SWTC and Appendix J02 to the M4 West SPR; 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 Project Trustee's Activities and the Asset Trustee's 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;
- (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 M4 East SWTC and Appendix J02 of the M4 West SPR,

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 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 32A

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 33

Quality Management

(Clause 12.1)

1. QUALITY MANAGEMENT, VERIFICATION AND CERTIFICATION

- (a) RMS and the Trustees acknowledge that the design and construct project delivery method chosen for the Project Trustee's Activities and the Asset Trustee's Activities, Project Works and the Temporary Works:
 - (i) requires the Trustees to assume responsibility for all aspects of quality for the Project Trustee's Activities and the Asset 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 Project Trustee's Activities and the Asset Trustee's Activities and the durability of the Project Works and the Temporary Works to certify compliance with the requirements of this deed;
 - (iii) requires the Independent Certifier by reviewing and assessing quality in the Project Trustee's Activities and the Asset 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
 - (iv) allows RMS's Representative to monitor compliance of the Project Trustee's Activities and the Asset Trustee's Activities with the requirements of this deed.
- (b) The Asset Trustee must ensure a Quality Manager is engaged for each Stage 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 (ii).
- (c) RMS and the Asset Trustee acknowledge that there will be:
 - (i) a Quality Manager for M4 East; and
 - (ii) a Quality Manager for M4 West,and, accordingly, the functions of the Quality Manager under this deed will be performed separately in respect of each Stage.
- (d) The Asset Trustee must provide to RMS's Representative:
 - (i) in respect of the M4 East, a certificate executed by the Quality Manager:
 - (A) in the form of Appendix A within 3 months after the M4 East Amendment Date;

- (B) in the form of Appendix B every 3 months from the M4 East Amendment Date until the Date of Opening Completion of that Stage;
 - (C) in the form of Appendix C as a condition precedent to Opening Completion of the M4 East; and
 - (D) in the form of Appendix D upon the expiry of the last Defects Correction Period of that Stage; and
 - (ii) in respect of the M4 West, a copy of a certificate executed by the Quality Manager:
 - (A) in the form of Schedule 9 of the M4 West D&C Deed every 3 months from the Initial Date until the Date of Completion of that Stage;
 - (B) in the form of Schedule 10 of the M4 West D&C Deed as a condition precedent to Completion of the M4 West; and
 - (C) in the form of Schedule 11 of the M4 West D&C Deed upon the expiry of the last Defects Correction Period of that Stage.
- (e) The Asset Trustee must provide to RMS's Representative:
 - (i) in respect of M4 East, a certificate executed by the Independent Certifier:
 - (A) in the form of Appendix E within 3 months after the M4 East Amendment Date;
 - (B) in the form of Appendix F every 3 months from the M4 East Amendment Date in respect of the M4 East until the Date of Opening Completion of that Stage; and
 - (C) in the form of Appendix G upon the expiry of the last Defects Correction Period of that Stage.
 - (ii) in respect of the M4 West, a certificate executed by the Independent Certifier:
 - (A) in the form of Appendix F every 3 months from the date the Independent Certifier is engaged by RMS and the Asset Trustee in respect of the M4 West until the Date of Opening Completion of that Stage; and
 - (B) in the form of Appendix G upon the expiry of the last Defects Correction Period of that Stage.
- (f) 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.
- (g) The Asset Trustee must provide to RMS's Representative:
 - (i) in respect of the M4 East, a certificate executed by the Asset Trustee's Environmental Manager in the form of Appendix H every 3 months from the M4 East Amendment Date in respect of M4 East until the Date of Opening Completion of the Stage; and
 - (ii) in respect of the M4 West, a copy of a certificate executed by the "Environmental Manager" identified under the M4 West D&C Deed in the form of Schedule 29 of the M4 West D&C Deed every 3 months from the Initial Date until Completion of the M4 West.

- (h) The Asset Trustee must provide to RMS's Representative a certificate executed by the Asset Trustee in the form of Appendix I, in accordance with clause 13.3(c)(i) of the deed.
- (i) The Asset Trustee must provide RMS's Representative a certificate executed by the Independent Certifier:
 - (i) in respect of the M4 East, a certificate it has executed in the form of Appendix K, in accordance with clause 13.3(c)(i); and
 - (ii) in respect of the M4 West, a certificate it has executed in the form of Appendix K, in accordance with clause 13.3(c)(i).

2. **HOLD POINTS**

The Asset Trustee must comply with the Hold Point procedures required by this 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 the procedure for non-conformances set out in Appendix C.7 of the M4 East SWTC and Appendix J01 of the M4 West SPR and the Quality Plan. Further to the provisions of clause 8.3(b) of AS/NZS ISO 9001-2008, 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, have the Asset Trustee'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 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 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(d)(i)(A) of Schedule 33 to the deed between RMS, WCX M4 PT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Project Trust] (ABN [insert]) (**Project Trustee**) and WCX M4 AT Pty Limited (ABN [insert]) in its capacity as trustee of the [WCX M4 Asset Trust] (ABN [insert]) (**Asset Trustee**) with respect to M4 East, I hereby certify that the Asset Trustee's Quality Management System under clause 12.1 and Schedule 33 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 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(d)(i)(B) of Schedule 33 of the deed between RMS, WCX M4 PT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Project Trust] (ABN [insert]) (**Project Trustee**) and WCX AT M4 Pty Limited (ABN [insert]) in its capacity as trustee of the [WCX M4 Asset Trust] (ABN [insert]) (**Asset Trustee**) dated [] with respect to the M4 East, I hereby certify that between the following dates [**Insert dates of preceding 3 month period**]:

- (a) the Asset Trustee's quality system under clause 12.1 and Schedule 33 of the deed was in accordance with AS/NZS ISO 9001 - 2008 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Asset Trustee's quality system were in accordance with AS/NZS ISO 9001 - 2008;
- (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

Opening Completion WestConnex M4 Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(d)(i)(C) of Schedule 33 of the deed between RMS, WCX M4 PT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Project Trust] (ABN [insert]) (**Project Trustee**) and WCX M4 AT Pty Limited (ABN [insert]) in its capacity as trustee of the [WCX M4 Asset Trust] (ABN [insert]) (**Asset Trustee**) dated [] with respect to the M4 East, I hereby certify in relation to the M4 East 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 paragraph 1 of Part 1 of Schedule 37;
- (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 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(d)(i)(D) of Schedule 33 of the deed between RMS, WCX M4 PT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Project Trust] (ABN [insert]) (**Project Trustee**) and WCX M4 AT Pty Limited (ABN [insert]) in its capacity as trustee of the [WCX M4 Asset Trust] (ABN [insert]) (**Asset Trustee**) with respect to the M4 East, I hereby certify that as at the date of expiration of the last "Defects Correction Period" for M4 East 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 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [*insert name of Independent Certifier*] (ABN [])

In accordance with the terms of section 1(e)(i)(A) of Schedule 33 of the deed between RMS, WCX M4 PT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Project Trust] (ABN [insert]) (**Project Trustee**) and WCX M4 AT Pty Limited (ABN [insert]) in its capacity as trustee of the [WCX M4 Asset Trust] (ABN [insert]) (**Asset Trustee**) dated [] with respect to the M4 East, we hereby certify that the Asset Trustee's quality system under clause 12.1 and Schedule 33 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

[*insert name of Independent Certifier*]

Appendix F

WestConnex M4 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [**insert name of Independent Certifier**] (ABN [])

In accordance with the terms of section 1(e)(i)(B) of Schedule 33 of the deed between RMS, WCX M4 PT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Project Trust] (ABN [insert]) (**Project Trustee**) and WCX M4 AT Pty Limited (ABN [insert]) in its capacity as trustee of the [WCX M4 Asset Trust] (ABN [insert]) (**Asset Trustee**) dated [] with respect to the [M4 East / M4 West], we hereby certify that between the following dates [Insert dates of preceding 3 month period]:

- (a) the Asset Trustee's quality system under clause 12.1 and Schedule 33 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 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 the [M4 East SWTC / M4 West SPR]; and
- (f) that documentation has been recorded and submitted to RMS's Representative in accordance with the deed.

.....

Signed by and on behalf of

[**insert name of Independent Certifier**] (ABN [])

Appendix G

WestConnex M4 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [*insert name of Independent Certifier*] (ABN [])

In accordance with the terms of section 1(e)(i)(C) of Schedule 33 of the deed between RMS, WCX M4 PT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Project Trust] (ABN [insert]) (**Project Trustee**) and WCX M4 AT Pty Limited (ABN [insert]) in its capacity as trustee of the [WCX M4 Asset Trust] (ABN [insert]) (**Asset Trustee**) dated [] with respect to the [M4 East / M4 West], we hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed with respect to the [M4 East / M4 West]:

- (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 and on behalf of

[*insert name of Independent Certifier*]

Appendix H

WestConnex M4 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [**Environmental Manager**] (ABN [])

In accordance with the terms of section 1(g)(i) of Schedule 33 of the deed between RMS, WCX M4 PT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Project Trust] (ABN [insert]) (**Project Trustee**) and WCX M4 AT Pty Limited (ABN [insert]) in its capacity as trustee of the [WCX M4 Asset Trust] (ABN [insert]) (**Asset Trustee**) dated [] with respect to the M4 East, I hereby certify that between the following dates [**Insert dates of preceding 3 month period**]:

- (a) the Asset Trustee's Environmental Management System under section 3.8.1 of the M4 East SWTC was in accordance with AS/NZS ISO 14001;
- (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;
- (c) the Asset Trustee complied with and satisfied the requirements of RMS included in 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 RMS's Representative in accordance with the deed.

.....

Signed by

[**Environmental Manager**]

Appendix I

WestConnex M4 Project (Project)

(clauses 13.3(c)(i), Schedule 33 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 M4 Project Deed, the Asset Trustee certifies that the attached Design Documentation:

- (a) is appropriate for construction;
- (b) complies with the M4 Project Deed to the extent applicable to the Project Works including the SWTC and, in particular, the durability requirements in [section 4.8 of the M4 West SPR / section 4.5 of the M4 East SWTC] and the design life requirements in [section 4.7 of the M4 West SPR / section 4.2 of the M4 East 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 Asset Trustee under section 2.3 of the Change Procedure or a notice under clause 14 of the M4 Project Deed.

Signed by

[Asset Trustee]

Appendix J

Not used

Appendix K

WestConnex M4 East Project (*Project*)

(Clause 13.3(c)(ii) and Project Documentation Schedule)

Independent Certifier Design Certificate

In accordance with the terms of clause 13.3(c) of the M4 Project Deed, the Independent Certifier verifies that the attached Design Documentation:

- (i) is appropriate for construction; and
- (ii) complies with this deed to the extent applicable to the Project Works including the [M4 East SWTC / M4 West SPR] and, in particular, the durability requirements in [section 4.8 of the M4 West SPR / section 4.5 of the M4 East SWTC] and the design life requirements in [section 4.7 of the M4 West SPR / section 4.2 of the M4 East SWTC].

Signed by

[Independent Certifier]

SCHEDULE 34

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 RMS's proposed requirements for the implementation of the proposed Change.
- (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; or
 - (iii) O&M Work,

(Excluded Works) and may carry out that Excluded Work itself or may engage another person to carry out the Excluded Work on its behalf.
- (c) Except as directed in a Change Order or in respect of a Change contemplated in clauses 4A.3(i)(ii), 6.7(a), , 7.4(a), 13.4(a)(ii)B, , 25.2 or 39.1(c)(i) a Trustee will not be entitled to:
 - (i) make any Claim against RMS arising out of, or in any way in connection with, a Change proposed by RMS; or
 - (ii) vary or change the Project Works, the Temporary Works 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:
 - (i) in the event of a Change directed pursuant to clause 6 (and without limiting the Asset Trustee's entitlement to all Change Costs under clause 6), the Trustees' estimate of the Change Costs described in paragraph (a) of the definition of "Change Costs" that the relevant Trustee will incur by carrying out the proposed Change, and substantiated (to the full extent possible) with a detailed breakdown; or
 - (ii) in the event of any Change other than a Change described in section 1.2(a)(i), the Trustees' estimate of the Change Costs that the Trustees will incur, or the Change Savings they will derive, by carrying out the proposed Change, substantiated (to the full extent possible) with a detailed breakdown;
- (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 anticipates the Change will have on the Overall D&C Program, the Subsidiary D&C Programs and the Asset Trustee achieving Opening Completion of a Stage by the Date for Opening Completion of the Stage and achieving Completion by the Date for Completion;
- (d) if the proposed Change will delay the Asset Trustee in achieving Completion or Opening Completion of a Stage (as applicable), state the number of days for which the Date for Completion or the Date for Opening 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 in respect of a Stage after the Date of Completion of the Stage, the time within which the proposed Change will be implemented;
- (f) the effect the Trustees anticipate the Change will have on the performance of the Project Trustee's Activities and the Asset Trustee's Activities, the Project Works, the Temporary Works, the Asset Renewal 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 anticipate the Change will have on the functionality or integrity of the elements of the Project Trustee's Activities and the Asset 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, including specific details of:
 - (i) the elements of the Project Trustee's Activities and the Asset Trustee's Activities, the Project Works, the Temporary Works, the Asset Renewal 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 (including any warranties a Trustee is required to give under this deed); and
 - (v) any adverse effect which the Change will have on a Trustee's 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 Motorway 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**).

RMS will not be obliged to proceed with any Change proposed in a "Change Proposal".

1.3 Trustee Change Notice Requirements

- (a) The Trustee 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 internal costs; and
 - (B) the costs of the Contractor and Operator (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 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;
 - (v) having regard to minimising:
 - (A) the disruption to road users;
 - (B) delay in achieving Opening Completion or Completion of a Stage, 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 Project Trustee's Activities and the Asset Trustee's Activities, Project Works, the Temporary Works, the Asset Renewal or O&M Work as applicable, as at the M4 East Amendment Date (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 of a Stage after the Date of Completion of the Stage:
 - (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 and, if the Trustee Change Notice contains any options, nominate which option or options RMS accepts;
- (c) reject the Trustee Change Notice; or
- (d) except in the case of a Change contemplated in clauses 4A.3(i)(ii), 6.7(a), 7.2A, 7.4(a), 13.4(a)(ii)B, 22A, 25.2 or 39.1(c)(i), 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 (as accepted by RMS); and
- (b) each Trustee's obligations under this 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(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; and/or
 - (ii) if the Date of Completion of the relevant Stage has occurred, the Trustees conduct a tender process (if it has not already done so) in accordance with paragraph 1.3(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 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:

 - (iii) have regard to the principles set out in section 1.3, to the extent relevant;
 - (iv) assume that funding for the Change will be provided by RMS, unless the parties otherwise agree; and
 - (v) 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 15 Business Days of 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 4A.3(i)(ii), 6.7(a), 7.2A, 7.4(a), 13.4(a)(ii)B, 22A, 25.2 or 39.1(c)(i), 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 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 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 referral of the dispute.
- (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 its 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 will incur, or the Change Savings it 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 Project Trustee's Activities and the Asset 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 Subsidiary D&C Programs, the Date for Opening Completion and the Date for Completion of a Stage (as applicable); and
 - (vii) the effect the Trustee anticipates the Change will have on the functionality or integrity of the elements of the Project Trustee's Activities and the Asset 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, including specific details of:
 - (A) the elements of the Project Trustee's Activities, the Asset 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 (including any warranties the each Trustee is required to give under this 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 stating that the proposed Change:
 - (A) will not adversely affect the functional integrity of any of the elements of the Project Trustee's Activities, the Asset Trustee's Activities and the performance standards required by this deed; and
 - (B) will not adversely affect the quality standards, warranties and other obligations required under this deed;
 - (ii) a written statement confirming that the Trustee 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.
- (b) If, prior to the Date of Opening Completion of a Stage:
- (i) an event or circumstance occurs which prevents the Asset Trustee from achieving Opening Completion or Completion of the Stage, other than an event or circumstance arising as a consequence of:
 - (A) a Trustee's failure to comply with its obligations under a Project Document;
 - (B) a breach by a Trustee of its warranties under a Project Document;
 - (C) a wrongful act or omission of a Trustee or its Related Parties; or
 - (D) a failure by a Trustee or any of its 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 Motorway 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 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 34 in respect of a Stage after the Date of Completion of the Stage, 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 35

Pre-Agreed Changes

(Clause 14.2)

The following table sets 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 column titled "Change Cost (excluding GST)" includes all overheads and profit margins.

Item	1A
Pre-Agreed Change (PAC)	Provision of continuous longitudinal row(s) of fluorescent luminaires in lieu of LED lighting solution
Description of Pre-Agreed Change	<p>PAC 1A and PAC 1B are alternatives.</p> <p>Provide continuous longitudinal row(s) of fluorescent lights in accordance with TS914 in lieu of the LED lighting solution for interior zones.</p> <p>Provision of single row of tunnel rated fluorescent light fittings (placed end to end with a maximum gap of 300mm between fittings and at approximately 1800mm centres) in the tunnel interior zones.</p> <p>Provision of approximately 6000 additional light fittings to supply, install, cable and test. A second row of fluorescent lights to be provided generally where the carriageway exceeds three lanes in width, namely at merge/diverge caverns and breakdown/maintenance bays.</p> <p>The fluorescent lighting solution must comply with the M4 East SWTC lighting levels.</p> <p>The Pre-Agreed Change must comply with all performance and design requirements of:</p> <ul style="list-style-type: none"> • M4 East SWTC Appendix B.3 (Tunnels and Long Underpasses), Section 1.12 (Tunnel Lighting); • M4 East SWTC Appendix D.4 (Codes and Standards), Section 3.4 (Other Specification (Tunnel / Traffic / Communications)); and • Road and Maritime Services RMS QA Specification TS914 (OMCS Requirements – Electrical Power Supply and Distribution), as varied by this PAC.
Change Cost (excluding GST)	■
Impact on this deed	<p>Amend M4 East SWTC Appendix B.3 (Tunnels and Long Underpasses) as follows:</p> <ul style="list-style-type: none"> • Replace the following words in each of sections 1.7 (Tunnel Power System), 1.12 (Tunnel Lighting) and 2.3 (Long Underpass Power System) (being amendments to RMS QA Specification TS914 (OMCS Requirements Electrical Power Supply and Distribution): <p>"2.3.1 Tunnel Lighting – General</p> <p>(iv) Not used. The lighting system must consist of continuous longitudinal</p>



	<p>rows of fluorescent luminaires, supplemented by 250 watt and 400 watt high pressure sodium fittings in the threshold and transition zones. Depending on the final design, high pressure sodium luminaires may be required in other zones. For the purposes of this clause, "continuous" means that luminaires must be placed end to end with a maximum gap of 300 mm between the refractors of adjacent luminaires."</p> <p>(v) LED Tri-phosphor fluorescent lamps and new generation "Super" high-pressure sodium lamps must be used to supplement the fluorescent luminaires (if used) in the threshold and transition zones."</p> <p>with</p> <p>"2.3.1 Tunnel Lighting – General</p> <p>(iv) The lighting system must consist of continuous longitudinal rows of fluorescent luminaires, supplemented by 250 watt and 400 watt high-pressure sodium fittings in the threshold and transition zones. Depending on the final design, high-pressure sodium luminaires may be required in other zones. For the purposes of this clause, "continuous" means that luminaires must be placed end to end with a maximum gap of 300 mm between the refractors of adjacent luminaires.</p> <p>(v) Not used."</p>
Exercise Date	Within 5 months and 2 weeks from the M4 East Amendment Date.
Item	1B
Pre-Agreed Change (PAC)	Provision of High Pressure Sodium (HPS) luminaires
Description of Pre-Agreed Change	<p>PAC 1A and PAC 1B are alternatives.</p> <p>Provide High Pressure sodium (HPS) lights in lieu of LED lighting solution for interior zones.</p> <p>There will be no change to the two rows of cable/lighting support infrastructure suspended from the tunnel roof. For interior zone 2 there will be two rows of HPS lights every 10m (whereas there are currently two rows of LED lights every 15m)</p> <p>The HPS lighting must comply with all performance and design requirements of:</p> <ul style="list-style-type: none"> • M4 East SWTC Appendix B.3 (Tunnels and Long Underpasses), Section 1.12 (Tunnel Lighting); • M4 East SWTC Appendix D.4 (Codes and Standards), Section 3.4 (Other Specification (Tunnel / Traffic / Communications)); and <p>Road and Maritime Services RMS QA Specification TS914 (OMCS Requirements – Electrical Power Supply and Distribution</p>
Change Cost (excluding GST)	■
Impact on this deed	<p>Amend M4 East SWTC Appendix B.3 (Tunnels and Long Underpasses) as follows:</p> <ul style="list-style-type: none"> • Replace the following words in each of sections 1.7 (Tunnel Power System), 1.12 (Tunnel Lighting) and 2.3 (Long Underpass Power System) (being amendments to in RMS QA Specification TS914

	<p>(OMCS Requirements Electrical Power Supply and Distribution):</p> <p>"2.3.1 Tunnel Lighting – General</p> <p>(iv) Not used. The lighting system must consist of continuous longitudinal rows of fluorescent luminaires, supplemented by 250 watt and 400 watt high pressure sodium fittings in the threshold and transition zones. Depending on the final design, high pressure sodium luminaires may be required in other zones. For the purposes of this clause, "continuous" means that luminaires must be placed end to end with a maximum gap of 300 mm between the refractors of adjacent luminaires."</p> <p>(v) LED Tri-phosphor fluorescent lamps and new generation "Super" high-pressure sodium lamps must be used to supplement the fluorescent luminaires (if used) in the threshold and transition zones."</p> <p>with</p> <p>"2.3.1 Tunnel Lighting – General</p> <p>(iv) The lighting system must consist of an interior zone of HPS luminaries, supplemented by 250 watt and 400 watt high-pressure sodium fittings in the threshold and transition zones. Depending on the final design, high-pressure sodium luminaires may be required in other zones.</p> <p>(v) Not used.</p>
Exercise Date	Within 8 months and 2 weeks from the M4 East Amendment Date.
Item	2
Pre-Agreed Change (PAC)	Move OMCS Operation
Description of Pre-Agreed Change	<p>Design, supply, install and commissioning of duplicate M4 East OMCS operators' facilities in the future combined WestConnex MCC.</p> <p>Proposed delivery will occur as follows:</p> <ol style="list-style-type: none"> 1. Network and server room readiness in the combined WestConnex MCC. 2. Duplication of the hardware equipment located at the local M4 East and M4 West MCC to the combined WestConnex MCC. 3. Installation, replication of databases and cluster configuration of the duplicated hardware. 4. Manual handover of operations from the local MCC to the combined MCC. 5. Combined MCC will be furnished with the rest of equipment necessary for daily operations as the primary site. 6. Relocate and integrate the subsystems that are not part of the virtual environment. <p>The future combined WestConnex MCC must comply with all performance and design requirements of the M4 East SWTC Appendix B.12 (Operations Management and Control Systems), Section 2 (Motorway Control Centre), with the scope of work as clarified in Attachment PAC2-1 of this Schedule.</p> <p>The location of the combined WestConnex MCC will be nominated by RMS on exercise of the PAC.</p>

Change Cost (excluding GST)	■
Impact on this deed	<p>Amend this deed as follows:</p> <ul style="list-style-type: none"> • Add new clause 15A: <p>15A. OMCS Works</p> <p>(k) The Asset Trustee is required to carry out the work described in the section entitled "Description of Pre-Agreed Change" in Item 2 of Schedule 35 (the OMCS Works) as though it were a part of the Project Works and the M4 East Motorway all relevant provisions of this deed that apply to the Project Works and the M4 East Motorway apply to the OMCS Works, save that:</p> <ul style="list-style-type: none"> (i) certification of Opening Completion or Completion of the Project Works in respect of the M4 East will not be treated as certification that the OMCS Works are complete; and (ii) completion of the OMCS works is not required in order to achieve Opening Completion or Completion in respect of the M4 East. <p>(l) The Asset Trustee must complete the OMCS Works by the first anniversary of the Date for Completion of the M4 East.</p> <p>(m) A 12 month Defects Correction Period will apply to the OMCS Works.</p> <p>(n) Completion of the OMCS work will be achieved when the Independent Certifier certifies that it is complete.</p> <p>(o) The parties will vary the services under the applicable Independent Certifier Deed to cover the certification of completion of the OMCS Work.</p> <p>(p) The Asset Trustee will be permitted to access those parts of the Project Site which are reasonably necessary for the performance of the OMCS Work and must otherwise coordinate and cooperate with others performing the scope of works set out in M4 East SWTC Appendix B.12, section 2.7.</p> <p>Replace the following words in clause 17.1(a)(ii):</p> <p>"the expiry of the last Defects Correction Period in respect of the M4 East Motorway"</p> <p>with</p> <p>"the later of the expiry of the last Defects Correction Period in respect of the M4 East Motorway and the expiry of the Defects Correction Period in respect of the OMCS Works".</p> <p>Amend M4 East SWTC Appendix B.12 (Operations Management and Control Systems), Section 2 as follows:</p> <p>Amend M4 East SWTC Appendix B.12 (Operations Management and Control Systems), Section 2 as follows:</p> <ul style="list-style-type: none"> • Add the following new section 2.7, immediately after section 2.6: 2.7 – Duplicated OMCS Operator’s Facilities in the Future Combined

	<p>WestConnex MCC</p> <p>(a) Provide duplicated OMCS operators' facilities in the future combined WestConnex MCC for three M4 East operators, including duplication of all equipment and systems as required by sections 2.3, 2.4 and 2.5, the installation, replication of databases and cluster configuration, the handover of operations from the local MCC to the combined MCC, and the relocation and integration of subsystems.</p> <p>(b) The scope of work is further detailed in Attachment PAC2-1 of Schedule 35</p>
Exercise Date	Date of Completion of the M4 East.
Item	3
Pre-Agreed Change (PAC)	Tenderer B's Tender Option 5.8 (Sydney Street only)
Description of Pre-Agreed Change	<p>Undertake additional work at the Concord Road ramp portals to maximise redevelopment opportunities of the Sydney Street site after construction.</p> <p>Additional works required to facilitate these redevelopment opportunities without any future impact on M4E traffic include:</p> <ol style="list-style-type: none"> 1 Extension to the Concord Road cut & cover; 2 Replacement of planks with super Ts; 3 Change in piles; 4 Change in drainage; and 5 Other Items likely to be required for new developments, <p>in accordance with the following Attachments to this Schedule:</p> <ul style="list-style-type: none"> • PAC3 Attachment 1: Section 5.8 from Volume 5 of LSJH Tender; • PAC3 Attachment 2: M4E-AEH-0000-ST-SK-908087_A – Sydney Street Redevelopment; • PAC3 Attachment 3: M4E-AEH-0000-ST-SK-908087_A – Sydney Street Redevelopment – Roof Structure Details; and <p>PAC3 Attachment 4: Sydney Street Re-Development – Drainage Scheme.</p>
Change Cost (excluding GST)	██████████
Impact on this deed	<p>Amend M4 East SWTC Appendix E.1 (Principal Items of Infrastructure) as follows:</p> <ul style="list-style-type: none"> • Add the following new row/item at the end of Table E.1-1: <p>16 'Future Redevelopment of the Sydney Street site at the Concord Road Ramp Portal':</p> <p>16.1 A Concord Road cut & cover tunnel section which maximises the future redevelopment opportunities of the Sydney Street site after construction, including:</p>

	<p>16.1.1 Roof structure</p> <p>16.1.2 Provision for drainage and services</p> <p>16.1.3 Placement of ground anchors for the cut & cover shall ensure no interaction with the foundations of future structures and are to remain within land obtained for the project or under Carrington Lane.</p> <p>Amend M4 East SWTC Appendix E.3 (Project Company Concept Design) as follows:</p> <ul style="list-style-type: none"> • Add the following under the heading 'Future Redevelopment of the Sydney Street site at the Concord Road Ramp Portal': <ul style="list-style-type: none"> (a) The design and structure of the Concord Road cut & cover tunnel section which maximises the future redevelopment opportunities of the Sydney Street site after construction, and shall meet the following minimum requirements: <ul style="list-style-type: none"> (i) General arrangement of the redevelopment in accordance with drawing M4E-AEH-0000-ST-SK-908087_A (sheet 1). (ii) Roof structure details in accordance with drawing M4E-AEH-0000-ST-SK-908087_A (sheet 2), comprising 1,200 mm Super-Ts @ 2.0 m centres for spans up to 19 m and 1,500 mm Super-Ts @ 2.0 m centres for spans up to 22 m, supported on piles of 1,200 mm diameter at 2.5 m centres. (iii) Drainage details in accordance with drawing M4E-AEH-0000-ST-SK-908087_A (sheet 3). (iv) Placement of ground anchors for the cut & cover shall ensure no interaction with the foundations of future structures and are to remain within land obtained for the project or under Carrington Lane, <p>in accordance with the following Attachments to Schedule 35:</p> <ul style="list-style-type: none"> (v) PAC3 Attachment 1: Section 5.8 from Volume 5 of LSJH Tender; (vi) PAC3 Attachment 2: M4E-AEH-0000-ST-SK-908087_A – Sydney Street Redevelopment; (vii) PAC3 Attachment 3: M4E-AEH-0000-ST-SK-908087_A – Sydney Street Redevelopment – Roof Structure Details; and (viii) PAC3 Attachment 4: Sydney Street Re-Development – Drainage Scheme. <p>It may be assumed that the basements of future structures must be designed and constructed as independent structures that do not impact on the dive and cut & cover.</p>
Exercise Date	Within 1 month and 2 weeks from the M4 East Amendment Date.
Item	4
Pre-Agreed Change (PAC)	Managed Motorway additional scope

<p>Description of Pre-Agreed Change</p>	<p>1 Provision of the following additional ITS infrastructure for the Managed Motorway to be operational at the Date of Opening Completion of the M4 East:</p> <p>(a) ramp message signs, ramp controller, LUMS and VSLS, including Ramp Electronic Messaging Signs, RC-1, RC-2 and RC-3 should be located generally in accordance with the attached document "Typical Placement of RC type 1-3.jpg", Attachment 4.6 to this Schedule; and</p> <p>(b) connections from the ITS equipment, including ramp message signs, ramp controller, LUMS and VSLS, to the RMS cableway and Motorway Network Communications System; and</p> <p>2 Provision of 10 maintenance bays on the surface Motorway section of the M4 East Project, generally in conjunction with the new gantries provided for the VSLS and LUM signs, as detailed in the revised requirements for the Breakdown Bays, Attachment 7 to this Schedule, and noting the location of these bays will be nominated by RMS on exercise of the PAC.</p> <p>The additional ITS infrastructure and maintenance bays must be carried out in accordance with the following Attachments to this Schedule:</p> <ul style="list-style-type: none"> • PAC4A Attachment 1: WCX stage 1B – Smart Motorway Elements; • PAC4A Attachment 2 : ITS Infrastructure Quantity and Location Matrix; • PAC4A Attachment 3: Scope and Specification Summary; • PAC4A Attachment 4: Ramp Signal Specification; • PAC4A Attachment 5 : Ramp Controller Specification; • PAC4A Attachment 6: Smart Motorway Guideline_ Final v1.1; and • PAC4A Attachment 7: Breakdown Bays. <p>M4 East SWTC Appendix 2 (Licensed Maintenance Areas) may need to be updated to reflect any requirements due to the additional ITS infrastructure, in accordance with the process described in paragraph 2A of Part 1 of Schedule 22.</p>
<p>Change Cost (excluding GST)</p>	<p>ITS infrastructure </p> <p>Ten Maintenance Bays </p> <p>The change cost specified above for the Ten Maintenance Bays is based on the following assumptions:</p> <p>1 No additional land is required.</p> <p>2 All bays will be located on the surface (i.e. not within any form of tunnel or dive structure).</p> <p>3 No retaining walls are required (i.e. space for the bay can be</p>

	<p>obtained by earthworks and batters).</p> <p>4 No utility relocations are required.</p> <p>5 The locations of the managed motorway gantry mounted equipment will remain generally as shown in PAC4A_Attachment 2.</p> <p>6 The location of the maintenance bays will be located so that there is no change to the road geometry.</p> <p>If any of the assumptions above are incorrect, the Asset Trustee will advise RMS and RMS will issue a relevant Change Proposal under Schedule 34.</p>
Impact on this deed	<p>Amend M4 East SWTC Appendix B.12 (Operations Management and Control Systems) as follows:</p> <ul style="list-style-type: none"> • Add the following new section 3.16, immediately after section 3.15:: <p>3.16 ITS infrastructure and maintenance bays for RMS Managed Motorways</p> <p>(a) Provide the following ITS infrastructure for the RMS Managed Motorways System:</p> <ul style="list-style-type: none"> (i) ramp message signs, ramp controller, LUMS and VSLS; and (ii) connections from the ITS equipment to the RMS cableway and Motorway Network Communications System, as detailed in section 13.2 (Cableway) and section 9.1(a) (MNCS Requirements, General) of this Appendix B.12 respectively, in accordance with the following Attachments to Schedule 35: (iii) PAC4A Attachment 1: WCX stage 1B – Smart Motorway Elements; (iv) PAC4A Attachment 2 : ITS Infrastructure Quantity and Location Matrix; (v) PAC4A Attachment 3: Scope and Specification Summary; (vi) PAC4A Attachment 4: Ramp Signal Specification; (vii) PAC4A Attachment 5 : Ramp Controller Specification; and (viii) PAC4A Attachment 6: Smart Motorway Guideline_ Final v1.1. <p>(b) Ramp Electronic Messaging Signs, RC-1, RC-2 and RC-3 should be located generally in accordance with the document "Typical Placement of RC type 1-3.jpg" in Attachment 4.6 to Schedule 35.</p> <p>(c) Gantry locations are to be finalised during detailed design.</p> <p>All new gantries shall be subject to the same maintenance area requirements as the tolling gantries, and shall include ten maintenance access bays in the adjacent roadways, as detailed in the revised requirements for the Breakdown Bays in Attachment 7 to Schedule 35.</p>
Exercise Date	Within 5 months and 2 weeks from the M4 East Amendment Date.

Item 5	
Pre-Agreed Change (PAC)	Removal of the vehicle cross passage and smoke extraction point.
Description of Pre-Agreed Change	Pre-Agreed Change to remove the vehicle cross passage and the smoke extraction point.
Change Cost (excluding GST)	■
Impact on this deed	<p>Remove:</p> <ol style="list-style-type: none"> 1 the vehicle cross passage and the smoke extraction point in the vicinity of Concord Oval, including the following scope changes: <ol style="list-style-type: none"> (a) Deletion of fire rated vehicle cross passage door; (b) Deletion of fire rating requirements for smoke exhaust fans and bi directional operation. The ventilation facility is retained in its current form and rating to supply fresh air into the tunnels; and (c) Addition of block wall to fill the vehicle cross passage which is necessary to be used for construction purposes; and 2 either (noting 2(a) and 2(b) are alternatives): <ol style="list-style-type: none"> (a) the vehicle cross passage and fire door near the eastern M4 East and M4 South interface, or <p>the fire door only (and the vehicle cross passage to remain) near the eastern M4 East and M4 South interface.</p>
Exercise Date	Within 5 months and 2 weeks from the M4 East Amendment Date.
Item 6	
Pre-Agreed Change (PAC)	Additional lane on exit ramps over 600m
Description of Pre-Agreed Change	Pre Agreed Change to add an additional lane on the Wattle Street exit
Change Cost (excluding GST)	■
Impact on this deed	<p>Amend this deed as follows:</p> <ul style="list-style-type: none"> • Add new clause 15B: <p>15B. PAC6.1 Access Notice</p> <p>(b) For the purpose of this clause 15B, the Northcote Tunnel Site Lots are the following parcels of land, which are listed in Schedule 26:</p> <ol style="list-style-type: none"> (i) Lot 64/DP4612; (ii) Lot 63/DP4612;

- (iii) Lot 50/DP719977;
- (iv) Lot 51/DP719977;
- (v) Lot 52/DP719977;
- (vi) Lot 53/DP719977;
- (vii) Lot 54/DP719977;
- (viii) Lot 55/DP719977;
- (ix) Lot 56/DP719977;
- (x) Lot 57/DP719977;
- (xi) Lot 58/DP719977;
- (xii) Lot 1/DP239458;
- (xiii) Lot 2/DP239458;
- (xiv) Lot A/DP391272;
- (xv) Lot B/DP391272;
- (xvi) Lot 1/DP933407;
- (xvii) Lot 1/DP933225;
- (xviii) Lot 114/DP4612; and
- (xix) Lot 115/DP4612.

- (c) RMS must give the Asset Trustee access to the Northcote Tunnel Site Lots as a result of the exercise of Pre Agreed Change 6 by 15 May 2016.
- (d) If by 1 October 2015 RMS does not reasonably expect to be able to satisfy the obligation under clause 15B(b) above, RMS must by that date issue a PAC6.1 Access Notice to the Asset Trustee specifying that access to the Northcote Tunnel Site Lots will be given on 15 June 2016.
- (e) For the purposes of 16.2(c), RMS acknowledges and agrees that M4 East Contractor is granted an extension of time of 30 days to the Date for Opening Completion and the Date for Completion under clause 16.8 of the M4 East D&C Deed where PAC6.1 Access Notice is issued under clause 15B(c).
- (f) The exercise of Pre Agreed Change 6 and a PAC6.1 Access Notice are not a Compensation Event for the purposes of clause 16.9.

Amend Schedule 26 (Site Access Schedule) as follows:

- Replace the dates for access for the following lots in the table in Part A – Surface Land as follows:

64/DP4612	15 May 2016
63/DP4612	15 May 2016
50/DP719977	15 May 2016

	<table border="1"> <tr><td>51/DP719977</td><td>15 May 2016</td></tr> <tr><td>52/DP719977</td><td>15 May 2016</td></tr> <tr><td>53/DP719977</td><td>15 May 2016</td></tr> <tr><td>54/DP719977</td><td>15 May 2016</td></tr> <tr><td>55/DP719977</td><td>15 May 2016</td></tr> <tr><td>56/DP719977</td><td>15 May 2016</td></tr> <tr><td>57/DP719977</td><td>15 May 2016</td></tr> <tr><td>58/DP719977</td><td>15 May 2016</td></tr> <tr><td>1/DP239458</td><td>15 May 2016</td></tr> <tr><td>2/DP239458</td><td>15 May 2016</td></tr> <tr><td>A/DP391272</td><td>15 May 2016</td></tr> <tr><td>B/DP391272</td><td>15 May 2016</td></tr> <tr><td>1/DP933407</td><td>15 May 2016</td></tr> <tr><td>1/DP933225</td><td>15 May 2016</td></tr> <tr><td>114/DP4612</td><td>15 May 2016</td></tr> <tr><td>115/DP4612</td><td>15 May 2016</td></tr> </table> <ul style="list-style-type: none"> • Add the following words under the table Part A – Surface Land <i>Note 4 - If a PAC6.1 Access Notice is issued, the dates for access for the Northcote Tunnel Site Lots, as defined under clause 15B of the Project Deed, are deemed to change to 15 June 2016.</i> Amend M4 East SWTC Appendix B.1 as follows: <ul style="list-style-type: none"> • Delete the following words from the "Agreed Exception" column for Item GEOM 06: <i>Zone 4000 - Wattle Street entry ramp</i> <p>Amend M4 East SWTC Appendix E.3 (Project Company Concept Design) as follows: Add drawing number M4E-AEH-4000-RG-SK-100-107-A, being PAC6 Attachment 1 to this Schedule.</p>	51/DP719977	15 May 2016	52/DP719977	15 May 2016	53/DP719977	15 May 2016	54/DP719977	15 May 2016	55/DP719977	15 May 2016	56/DP719977	15 May 2016	57/DP719977	15 May 2016	58/DP719977	15 May 2016	1/DP239458	15 May 2016	2/DP239458	15 May 2016	A/DP391272	15 May 2016	B/DP391272	15 May 2016	1/DP933407	15 May 2016	1/DP933225	15 May 2016	114/DP4612	15 May 2016	115/DP4612	15 May 2016
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1/DP933225	15 May 2016																																
114/DP4612	15 May 2016																																
115/DP4612	15 May 2016																																
Exercise Date	Within 1 month and 2 weeks from the M4 East Amendment Date.																																
Item	7																																
Pre-Agreed Change	Shotcrete toughness																																

(PAC)	
Description of Pre-Agreed Change	<p>Increase in the agreed shotcrete toughness as specified in the RMS Specification D&C B82 as modified in M4 East SWTC Appendix D.4 (Codes and Standards), section 3.2 (Bridgeworks Specifications), to increase the minimum absorbed energy required at specified deflections.</p> <p>The toughness as measured by energy absorbed in causing central deflections of 7.5mm and 40mm must be equal to or exceed 120 Joules and 350Joules respectively.</p>
Change Cost (excluding GST)	■
Impact on this deed	<p>Amend this deed as follows:</p> <ul style="list-style-type: none"> Add new clause 15C: <p>15C. RMS Specification for Shotcrete Work</p> <p><i>Despite any specification (or amendment to a specification) including in Appendix D4 of the M4 East SWTC, the Asset Trustee must, in relation to shotcrete works, ensure the toughness as measured by energy absorbed in causing central deflections of 7.5mm and 40mm must be equal to or exceed 120 Joules and 350 Joules respectively as a result of the exercise of pre-Agreed Change 7 under Schedule 35.</i></p>
Exercise Date	Within 1 month and 2 weeks of the M4 East Amendment Date.
Item	8
Pre-Agreed Change (PAC)	Tolling SWTC alignment
Description of Pre-Agreed Change	As set out in the letter from Kapsch Traffic Tolling AB to WCX M4 Pty Ltd and the Contractor dated 30 May 2015.
Change Cost (excluding GST)	■
Impact on D&C Deed	<p>The SWTC is altered to include the following items for tolling:</p> <ul style="list-style-type: none"> low Smoke Halogen cables will be required for all in-tunnel installations; increased likelihood of RF barriers being required on some sites; new requirement for supply of RF absorbent material for some tunnel walls; additional analysis and design work required to solve the new technical challenges present at several sites, with corresponding additional work with the Contractor's design and project teams to develop an agreed detailed design, in particular in relation to slopes, lighting and toll-point geometry; increased risk of performance-related issues due to road-width changes (some traffic tapering on or off and therefore being non-parallel to the mainline traffic);

Attachment PAC2-1

The scope of work in the M4 East SWTC Appendix B.12 (Operations Management and Control System) section 2 (Motorway Control Centre) in relation to the OMCS Works is clarified in the table below for the purposes of PAC 2 of Schedule 35.

Motorway Control Centre	Clarification
Facilities	
The MCC must be designed and constructed to act as a suitable facility for the safe and effective operation of the M4 East and the M4 West Motorways. RMS must, initially, provide for the safe and effective operation of the M4 Motorways and management of M4 Motorways traffic. The MCC must be capable of acting as a command post in the event of an Incident on the M4 East and the M4 West that requires the attendance of emergency services. Access security must be provided to the building itself and to specific rooms within the building.	Building by others
Atmospheric control (temperature and humidity control and dust exclusion) must be provided within the buildings that is appropriate for the equipment to be installed.	Included for computer rooms
The power supply system for the MCC must provide for redundant power supply services to ensure uninterrupted power supply for a minimum period of four (4) hours for all critical MCC systems.	Redundant power supply from Authority to main MCC switchboard by others. Switchboard and UPS included for M4E OMCS
Redundant power supply services must have an external bypass and must be remotely monitored by the OMCS.	Included
The building is to be fitted with high speed Wi-Fi having capacity for at least 20 simultaneous connections by 'guests'.	Included for M4E
Equipment essential for the safe and effective operation of the M4 Motorways must be duplicated and monitored by the OMCS.	Included
Not used".	
As a minimum, the MCC must provide space and facilities for the M4 East Motorway Operator, and accommodate a total staff 20 personnel under normal operating conditions.	By others
Further MCC building requirements are included in section 2.6 of this Appendix B12.	By others
Incident Control Room	
An Incident control facility must be provided in the MCC in a room separated from the central control room by glass. The room must be soundproofed to allow it to function as a conference/Incident control room and must provide a clear view of the central control room and its main displays. When there is	By others

Motorway Control Centre	Clarification
no Incident, this facility can be used for other purposes, including as a conference room or training facility.	
The Incident control facility must be fitted with the following:	
1 command fire phone (red);	Included
2 fire phones connected to the fire phone at emergency points;	Included
4 phone handsets connected to 4 dedicated external telephone lines;	Included
Government Radio Network and Police radio transmitter/receivers with three (total) operator headsets;	Operator interface included to the existing RRB system
intercom connections to the operators' desks;	Included
modular relocatable tables with seating for at least 20 people;	Included
two CCTV monitors and controller connected to the CCTV system and ability to display or project CCTV footage;	Included
one 24 inch, or larger, flat screen monitor to display OMCS operator displays (content controlled by operators). The function to display OMCS operator displays can be achieved by other acceptable means such as a projector;	Included
wall mounted maps displaying, to scale:	Included
the M4 Motorways, including all METS, CCTV, VMS and ISLUS locations;	Included
plant and equipment rooms;	Included
access and egress points to the M4 Motorways, tunnels and plant and equipment rooms;	Included
all local roads and streets within one (1) km of the M4 Motorways; and	Included
significant buildings and landmarks within 500 metres of the M4 Motorways;	Included
wall mounted cross sections of the M4 Motorways showing, to scale, the M4 Motorways and significant features above the tunnels;	Included
video conferencing facilities; and	Included
four break out rooms for up to six people for subcommittees of an Incident Management Team.	By others
Central Control Room Layout and Workstation Desk	
A central control room must be provided in the MCC that is dedicated to M4 Motorways operations management and control	By others

Motorway Control Centre	Clarification
activities. To minimise disruptions to operators the central control room is not to provide the primary means of access to any adjoining ancillary rooms.	
The central control room must be provided and designed to allow for the following:	
a minimum of three operators to simultaneously and independently conduct all M4 Motorways operation functions; and	By others
independent and separate bench space (minimum 7200mm long x 600mm wide) with cupboards underneath for additional storage.	Included
An ergonomic chair and operator workstation desk that complies with work health and safety standards must be provided for each operator. The operator workstations must allow the monitor and desk height to be independently adjusted. The operator workstation positions must allow an unimpeded view of all CCTV monitors, desktop and wall mounted displays and other critical equipment in the central control room.	Included
Displays and controls located on the operator workstation desks must be placed in an ergonomic manner that takes into account the relative importance and usage of each display and control.	Included
All safety and operationally critical controls must be located within reach of each operator when the operator is seated.	Included
Voice audio interface devices, telephones, combined radio/telephone headsets, together with audio control consoles, must be suitably arranged for long-term use and the operators' comfort, utilising hands-free options where appropriate.	Included
The operators workstation monitors must be able to display a minimum of four CCTV images.	Included
At least one fire phone and one PABX connected phone must be provided on each operator's workstation desk. A dedicated phone line must be provided to receive calls from the TMC and to make calls to the TMC.	Included
One voice radio must be provided on each operator's workstation to facilitate voice communications with mobile M4 Motorways personnel in accordance with the Scope of Works and Technical Criteria. An alternative arrangement for voice communication with mobile M4 Motorways personnel may be proposed for RMS consideration.	Included
One Government Radio Network transmitter/receiver must be provided in the central control room.	Operator interface included to the existing GRN system

Motorway Control Centre	Clarification
One monitor displaying field crew deployment and duty manager contact details must be provided in view of the three operator workstations.	Included
Dedicated phone lines separate and independent of the PABX system must be provided for FRNSW and Police communication. Two separate phone units must be provided that directly dial the respective agency without manual dialling. An additional two external phone lines must be provided separate to and independent of the PABX system to enable external communication in the event of a power failure.	Included
The Main Fire Control Panel including manual Deluge Control panel must be located in the MCC and provide monitoring and control of fire detection and protection functions.	Included
Video Wall Requirements	
A video wall must be constructed in the central control room that provides easy access to and maintenance of OMCS wide screen visual displays which must be mounted on the video wall.	Included
A wide screen visual display must be provided for the display of both video imagery from CCTV cameras and graphic displays generated by the OMCS computer system.	Included
A minimum of 24 CCTV images must be displayed on the video wall within the central control room.	Included
Not used.	
The dimensions of the wide screen visual display must be not less than 5.0 metres by 2.8 metres.	Included
The wide screen visual display must be designed to suit the presentation of the M4 Motorways status display, described in section 3.1.6. of SWTC Appendix B.12 and other M4 Motorways road network schematic diagrams.	
The video wall display must be arranged to give an appropriate aspect ratio and clarity to the observer of the images displayed. The video wall must use LCD technology, or a technology that provides an equivalent or better performance. Screen luminance uniformity must be maintained and screen luminance must not be less than 600 ANSI lumens.	Included
Where a video wall multi panel matrix display is proposed:	
each panel and its graphic controller must support an image resolution of at least 1,920 by 1,080 pixels at a refresh rate of at least 100 Hz; and	Included

Motorway Control Centre	Clarification
there must be no more than a six (6) millimetre gap between display units.	Included
The wide screen projection controller must accept modern PC and video inputs compatible with SVHS, PAL, VGA, SVGA, SXGA and XGA.	Included
The wide screen visual display must be able to simultaneously display any combination of computer graphics and video images in real-time and at full resolution.	Included
Screen luminance must be consistent over the whole display and maintained to ensure eye comfort without strain when viewing over long periods.	Included
The video wall must be configured such that a single failure in the video wall system only impacts half of the displayed CCTV images.	Included
Operator Interface Requirements	
Graphical User Interface	
Operators must be provided with a clear, unambiguous and intuitive Graphical User Interface (GUI) that will be arranged over three (3) monitors for operators to monitor, control and manage the whole of the OMCS. The OMCS must seamlessly integrate all functions and features of the TMCS and PMCS systems into a unified operator interface.	Included
Navigation of the OMCS user interface by the operators must be provided in a clear and logical manner by menus and function icons that guide users efficiently around OMCS GUI functions.	Included
Colours, graphical symbols, text, controls and keyboard conventions must be consistently applied and conform to Australian and international standards.	Included
The OMCS client software GUI must provide the following functions and displays, as a minimum, for user interface control and management:	
GIS map based and schematic presentation of the M4 Motorways and surrounding local roads with a legible and uncluttered presentation of all the traffic management devices in the M4 Motorways;	Included
command and control screens to operate and monitor all components of the OMCS using icons and pull down menus to navigate the traffic control system;	Included
alert windows to inform operators of incident events, alarms, faults, etc that occur on the network;	Included

Motorway Control Centre	Clarification
alert operators of any incidents and provide the operators with incident edit functions to record and manage all incidents. It will have the capability of prompting and confirming with the operators to execute the appropriate response plans;	Included
provide views of the M4 Motorways with overlays for all roadside devices, plant and equipment. Devices must be represented as graphic icons with their status and setting in real time indicated by attributes such as colour, shape, position, flashing, shading etc;	Included
enable operators to retrieve and view the health status of the entire TMCS and PMCS systems, MNCS communications equipment and the subsystem components;	Included
provide access to alarm management for the creation, configuration and management of alarms;	Included
OMCS access security management and administration;	Included
traffic data, both current and historic, at all traffic monitoring sites;	Included
roadside device control and display;	Included
fault management system for all M4 East Motorway systems and devices;	Included
not used;	
CCTV traffic monitoring;	Included
Motorist Emergency Telephone system monitoring;	Included
System logging (faults, alarms, events, user actions and audit trail);	Included
OMCS system status;	Included
hydraulic services control and monitoring;	Included
power supplies control and monitoring including UPS and emergency generators;	Included
lighting controls and monitoring in tunnels;	Included
Main Fire Control Panel control and monitoring;	Included
RRB radio communication system control and monitoring;	Included
ventilation system control and monitoring;	Included
door monitoring of egress passages, plant and equipment rooms and MCC;	Included

Motorway Control Centre	Clarification
air quality systems monitoring; and	Included
MNCS network monitoring system.	Included
Motorway Map Based Displays	
The M4 Motorways map based displays must provide the viewer with an easily interpretable representation of the M4 Motorways road network and traffic status.	Included
The M4 Motorways map display must be presented to the operators as a smooth scrolling map display, for both geographic and schematic maps, over the entire map boundary, providing variable viewing scale factors using simple zoom control techniques. Scroll bars must be used to manually centre the map at a point of interest and at a scale suitable for the operators. Page based map displays must not be used.	Included
All M4 Motorways map based displays (including the M4 Motorways status display) must allow layers of detail to be added or removed. For example the tunnel operator may have the option to view a layer that contains all CCTV camera locations and camera numbers.	Included
Data Entry	
The data entry function must be optimised to minimise the number of keystrokes or mouse clicks required to enter data.	Included
As a minimum the OMCS must make use of the following techniques where appropriate:	
pick lists or drop down lists;	Included
select device from map based display;	Included
search for device facilities; and	Included
select options, devices, and settings by leading character entry auto-completion.	Included
Security	
Access to the OMCS functions must be protected by a secure password. Access rights to various components of the OMCS interface and reporting system must be graded.	Included
The OMCS must ensure that one operator is logged in at all times. Active attendance by an operator at the operator workstation desk must be confirmed by monitoring the absence of operator input into the OMCS functions after an appropriate time interval.	Included
OMCS operators must log in using only their own dedicated OMCS user name and passwords to facilitate secure OMCS	Included

Motorway Control Centre	Clarification
operation.	
Motorway Operator Monitors, Keyboards and Pointing Devices	
At least three OMCS workstation monitors must be provided for each operator.	Included
OMCS monitors must provide high-resolution graphical images. OMCS monitors must not be less than 24 inch (nominal) in size with a minimum resolution capacity for 1280 x 1024 pixels.	Included
OMCS monitors must have a non-interlaced refresh rate of not less than 100 hertz.	Included
The OMCS computer graphics driver module must support dual monitors to give an effective resolution of 2560 x 1024 pixels.	Included
OMCS keyboards and pointing devices must be of high quality, ergonomic design and manufacture.	Included
OMCS keyboards and pointing devices must be integrated with the operators' control desks to provide optimal ergonomic design and comfort to the operators.	Included
MCC Building Requirements	
The MCC Building and associated facilities must be co-located with the maintenance facility at the western end of the M4 East Motorway, to provide easy access for maintenance and incident response vehicles to the eastbound carriageway.	Not applicable
The MCC Building services and facilities must be sized to accommodate at least 20 occupants under normal conditions and 30 occupants during incidents/emergencies.	By others
To accommodate the Operations staff for Stage 1 of the WestConnex scheme, the MCC Building must, as a minimum, provide:-	
A control room that is large enough to accommodate 3 operator workstations and all OMCS operator control and monitoring facilities.	By others
An Incident room adjacent to the control room with window glazing along the full length of the dividing wall, such that personnel in the incident room have a view of the control room from behind the operator work stations and are able to directly observe the video wall displays. The incident room shall have space for an OMCS display terminal.	By others
A disabled toilet shall be located such that it is accessible directly from the control room and is available for exclusive use of control room personnel.	By others

Motorway Control Centre	Clarification
A kitchenette shall be provided which is accessible directly from the control room and is available for exclusive use of control room personnel.	By others
An equipment space behind the control room to provide maintenance access to the large screen display.	By others
An OMCS computer equipment room with a raised 'computer' floor and under-floor air conditioning.	By others Air conditioning included
An electrical equipment room for the building 'non-essential' main switchboard.	By others
An electrical equipment room for Motorway MCC redundant power supply services, for the 'essential' main switchboards and uninterruptable power supply units for each of the operators' OMCS systems and associated facilities.	By others
The following office space and facilities shall be provided:-	
General office space that is large enough to accommodate 10 workstations	By others
An office for the Operations Manager that is adjacent to the associated control room and is large enough to accommodate 2 OMCS training workstations	By others
3 management offices	By others
A meeting / 'break out' room suitable for 12 people	By others
General amenities suitable for 20 people, including a kitchen / lunch room, male and female toilets, showers, locker facilities and a cleaner's room	By others
The MCC Building shall be provided with building security systems including security lighting, access control and recorded CCTV.	By others
The MCC Building shall be provided with dual redundant power supplies derived from the M4 East motorway high voltage distribution network.	Not applicable redundant power supply from the Authority to main incoming switch board by others
Each computer equipment room and electrical switchroom shall be provided with a very early smoke detection 'VESDA' system.	Included
One underground services route, comprising 4 no. 100mm white conduits shall be provided from the rail corridor near the western end of Redfern Station to the existing RMS Traffic Management Centre (TMC) for optic fibre cables for integration of the WestConnex systems with the TMC.	By others
Parking spaces must be provided for 20 vehicles	By others

Attachments

The following documents, other than Attachment PAC2-1 included in the body of this Schedule, form the Attachments referred to in Schedule 35 and are inserted into the CD identified below.



SCHEDULE 36

Compensation Events

(Clause 16.9)

1. CLAIM FOR COMPENSATION

To claim compensation in respect of a Compensation Event, the Asset Trustee must:

- (a) within 15 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 and which will delay it in achieving Opening Completion or Completion of a Stage 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
- (b) if the effects of the delay continue beyond the 10 Business Day period referred to in section 1(a) and the Asset Trustee wishes to claim compensation in respect of the further delay, submit a further written claim to RMS's Representative:
 - (i) every 12 Business Days after the first written claim until 3 Business Days after the end of the effects of the delay; and
 - (ii) containing the information required by section 1(a).

RMS's Representative may, within 10 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 and their Related Parties; and
 - (iii) the Asset Trustee is actually, or will be, delayed in achieving Opening Completion or Completion of a Stage 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 by either of the Trustees or their Related Parties; and
 - (ii) the Asset Trustee and its Related Parties will be absolutely barred from making any Claim 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 relevant Contractor receives the equivalent compensation for under either the M4 East D&C Deed or the M4 West D&C Deed (as applicable)), such period to be as stated by RMS's Representative and notified to RMS and the Asset Trustee within 15 Business Days after the latest of the:
- (i) Asset Trustee's last claim under section 1(b); or
 - (ii) 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 or any of their 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 or the Asset Trustee's 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 36;

- (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 Project Trustee or the Asset 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 Opening Completion or Completion to a Stage 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 37

Conditions precedent to Opening Completion and Completion

(Clause 1.1)

Part 1 - M4 East

A. Conditions precedent to Opening Completion

In respect of M4 East:

1. the Project Works for that Stage are complete in accordance with this deed except for minor Defects which:
 - (a) do not prevent the Project Works for that Stage 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 for that Stage; and
 - (c) the Asset Trustee has reasonable grounds for not promptly rectifying;
2. the Asset Trustee 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 for that Stage reach Opening Completion;
 - (ii) must necessarily be carried out and passed before the Project Works for that Stage can be used for its intended purpose; and
 - (iii) must necessarily be carried out to verify that the Project Works for that Stage are in the condition this deed requires them to be in at Opening Completion;
 - (b) obtained all Approvals that it is required to obtain under this deed before Opening Completion of the Project Works for that Stage and provided such Approvals to RMS's Representative;
 - (c) executed a certificate in the form of Schedule 38 and provided it to RMS's Representative and the Independent Certifier; and
 - (d) carried out and passed all audits and tests identified in M4 East SWTC 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 33 and provided it to RMS's Representative;
4. the Asset Trustee has, in respect of any Extra Land occupied or used in connection with the Project Works for that Stage:
 - (a) rehabilitated the Extra Land in accordance with the requirements of all relevant Authorities, RMS, other relevant persons and this deed having an interest in such Extra Land; 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 is unable to obtain such a release despite using its best endeavours to do so, a statement from the Asset Trustee 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 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;
 - (b) a copy of all signed independent road safety audits required by section 4.26 of the M4 East SWTC;
 - (c) a summary prepared by the Quality Manager pursuant to section 1(b)(ii) of Schedule 33 on all quality issues;
 - (d) all documents relating to all non-conformances pursuant to section 3(c) of Schedule 33;
 - (e) copies of all site investigation reports and property conditions surveys pursuant to section 7 of the M4 East SWTC;
 - (f) details of the location of Utility Services pursuant to section 9.3 of the M4 East SWTC;
 - (g) copies of Approvals from Authorities for the drainage design pursuant to section 4.23 of the M4 East 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 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 M4 East Motorway;
 - (c) notices in accordance with clause 16.11(c)(i);
 - (d) a written notice of the kind referred to in clause 17.3(a)(i) of this deed from the relevant Authority for each discrete part of the Local Area Works for that Stage which is required to be completed;
 - (e) a written notice of the kind referred to in clause 17.4(a)(i) of this deed from the relevant Authority for of each discrete part of the Utility Service Works for that Stage which is necessary or required to be completed so that the M4 East Motorway may be opened to the public for the safe, efficient and continuous passage of motor vehicles;

- (f) the inventory details required in accordance with section 11 of the M4 East SWTC;
 - (g) not used; 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 materials relevant to Fire and Rescue NSW that are contained in the Project Works in respect of the M4 East and all relevant systems within the Project Works in respect of the M4 East including the automatic fire protection system, the capacity of the deluge system, any fire hydrant system booster points not located at the portals of the M4 East Motorway 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 11 of the M4 East SWTC.
10. RMS has received and, (acting reasonably), approved the durability assessment reports required by section 4.5 and Appendix C.2 to the M4 East SWTC.
11. RMS has been provided with an unconditional undertaking for \$5 million which satisfies the requirements of clause 10.1(b) of this deed.

B. Conditions precedent to Completion

In respect of the M4 East:

1. The Asset Trustee has:
- (a) passed the Operational Acceptance Tests, which have been run for 30 consecutive calendar days under live traffic;
 - (b) given to RMS's Representative:
 - (i) a copy of "as built" drawings pursuant to section 11.1 and Appendix C.2 of the M4 East SWTC; and
 - (ii) copies of all property and land survey information that is required to be prepared pursuant to Part 1 of Schedule 22 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 Motorway Stratum and for the Motorway Stratum 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 for that Stage can be used for their intended purpose,including copies of all documentation in accordance with the requirements of Appendix C.2 of the M4 East SWTC;
 - (d) executed a certificate in the form of Schedule 38 and provided it to RMS's Representative and the Independent Certifier;

- (e) removed all rubbish, surplus materials (including Materials), Construction Plant and Temporary Works for that Stage from the M4 East 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 and made good any damage caused by the removal of those signs; and
- (g) reinstated the Temporary Areas in respect of M4 East and any other land affected by or used for the purposes of the Temporary Works in respect of M4 East to a condition at least equivalent to the condition existing before that occupation or use except for such parts of the Temporary Area in respect of M4 East which this deed (including the M4 East SWTC) specifies need not be reinstated (including where the Asset Trustee is required to demolish buildings on the Temporary Area in respect of M4 East),

subsequent to the Date for Opening Completion.

For the avoidance of doubt, references in this Part 1 of Schedule 37 to:

- the "Project Works" are references to that part of the Project Works forming part of the M4 East;
- "Opening Completion" and "Completion" are references to the Opening Completion and Completion of M4 East; and
- "SWTC" are references to the M4 East SWTC.

Part 2 – M4 West

A. Conditions precedent to Completion

In respect of M4 West:

1. the Project Works for that Stage are complete in accordance with this deed, except for Defects not known;
2. without limiting paragraph 1 above, the Project Works for that Stage are capable of being opened to the public for the continuous safe passage of vehicles;
3. 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 Project Works for that Stage reach Completion; or
 - (ii) must necessarily be carried out and passed before the Project Works for that Stage are opened to the public for the safe, efficient and continuous passage of vehicles;
 - (b) obtained all Approvals that it is required to obtain under this deed before Completion of the Project Works for that Stage and provided such Approvals to RMS's Representative;

- (c) complied with all performance requirements under this deed which must be certified or otherwise achieved before Completion of the Project Works in respect of that Stage;
 - (d) given to RMS's Representative all documents or other information in respect of the design, construction, use, occupation, operation, maintenance and repair of the Project Works for that Stage which:
 - (i) are required to be given to RMS's Representative before Completion of the Project Works for that Stage; or
 - (ii) must necessarily be handed over before the Project Works for that Stage are opened to the public for the safe, efficient and continuous passage of vehicles, provided that all documents and other information must be in a consolidated form;
 - (e) executed a certificate in the form of Schedule 38 for the Project Works for that Stage and provided it to RMS's Representative and the Independent Certifier;
4. the Independent Certifier has executed a certificate in the form of Schedule 39 and provided it to RMS's Representative for the Project Works for that Stage;
 5. the Quality Manager has executed a certificate in the form of Appendix BA to Schedule 33 and provided it to RMS's Representative;
 6. the Asset Trustee has provided the final Maintenance Plan for the Project Works for that Stage in accordance with this deed; and
 7. the Asset Trustee has done everything else which it is required to do before Completion of the Project Works for that Stage.

For the avoidance of doubt, references in this Part 2 of Schedule 37 to:

- the "Project Works" are references to that part of the Project Works forming part of the M4 West;
- "Completion" are references to the Completion of M4 West; and
- "SPR" are references to the M4 West SPR.

SCHEDULE 38

Asset Trustee's Certificate

(Clause 16.11(d))

To: RMS's Representative / the Independent Certifier

From: WCX M4 AT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Asset Trust (ABN [insert])] (**Asset Trustee**)

Copy: WCX M4 PT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Project Trust (ABN [insert])] (**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**), WCX M4 PT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Project Trust (ABN [insert])] (**Project Trustee**) and WCX M4 AT Pty Ltd (ACN [insert]) in its capacity as trustee of the [WCX M4 Asset Trust (ABN [insert])] (**Asset Trustee**) dated [

], we hereby certify that [Completion / Opening Completion] of the [M4 East / M4 West] has been achieved by the Asset Trustee on [] in accordance with the terms and conditions of the deed between RMS, the Project Trustee and the Asset Trustee dated [] with respect to the Project.

.....

Signed for and on behalf of
[insert name of the Asset Trustee]

SCHEDULE 40

Not Used

SCHEDULE 41

Overall D&C Program

(clause 16.3)

In respect of M4 East, the Overall D&C Program, the following documents form the Overall D&C Program and are inserted into the CD identified below.



In respect of M4 West, the Overall D&C Program is included as "Exhibit C – Contractor's Program" within the disc forming Exhibit C of this deed.

PART D – FINANCIAL

SCHEDULE 41A

Toll Calculation Schedule

(clause 21.1)

Part A – Introduction

1. INTRODUCTION

This Schedule 41A 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 M4 East Motorway (or part of it) on and from the earlier of:
 - (i) the Motorway Opening Date for the M4 East; and
 - (ii) the Date of Completion of the M4 East;
- (b) tolls on the M4 West Motorway (or part of it) on and from the earlier of:
 - (i) the Motorway Opening Date for the M4 West; and
 - (ii) the Date of Completion of the M4 West; and
- (c) the arrangements for the allocation of tolls between the Motorway and other stages of the WestConnex scheme in accordance with the tolling policy for the WestConnex schemes, from the commencement of tolling of the M4/M5 Link Motorway.

PART B – DEFINITIONS

2. DEFINITIONS

The following terms where used in this Schedule 41A 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 41A.

Base Toll Cap means the toll cap specified in paragraph 4.3 of this Schedule 41A as adjusted in accordance with paragraphs 5.3 and 8.3 of this Schedule 41A.

Base Toll Flag Fall means the toll specified in the paragraph 4.1 of this Schedule 41A as adjusted in accordance with paragraphs 5.1 and 8.1 of this Schedule 41A.

Base Toll Rate means the rate specified in paragraph 4.2 of this Schedule 41A as adjusted in accordance with paragraphs 5.2 and 8.2 of this Schedule 41A.

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 41A.

ETC System means:

- (a) in respect of the M4 West, the "Electronic Toll Collection System" described in Appendix 15 to the M4 West Additional Requirements ; and
- (b) in respect of the M4 East, the "Electronic Toll Collection System" described in Appendix B.10 to the M4 East SWTC.

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/M5 Link Motorway means the "Stage 3" component of the WestConnex Program of Works which will physically connect the "Stage 1" component and "Stage 2" component of the WestConnex Program of Works.

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 41A.

Theoretical Toll Cap means the theoretical cap calculated in accordance with paragraph 5.3 of this Schedule 41A.

Theoretical Toll Flag Fall means the theoretical toll flag fall calculated in accordance with paragraph 5.1 of this Schedule 41A.

Theoretical Toll Rate means the theoretical rate calculated in accordance with paragraph 5.2 of this Schedule.

Toll Cap means the toll cap calculated in accordance with paragraph 8.3 of this Schedule.

Tollable Section means:

- (a) in the case of the Motorway, the sections of the Motorway set out in paragraph 7.1 of this Schedule 41A; 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 41A.

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/M5 Link Motorway.

PART C – MOTORWAY TOLLS

3. TOLL

Subject to paragraphs 8.5(a), 8.5(b), 12 and Part D of this Schedule 41A, 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, TOLL RATE AND 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 Base Toll Cap

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, TOLL RATE AND 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 41A 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 M4 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 41A 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:

$$\text{Theoretical Toll Rate}_n = \text{Theoretical Toll Rate}_{n-1} \times \text{Growth Factor}_n$$

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 M4 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 41A 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

- (a) If, at any time during the period between the Effective Date 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 41A after the date on which the GST Rate Change becomes effective will be adjusted in accordance with the following formula:

- (i) $\text{Theoretical Toll Rate} = Y \times [1 + X] / [1 + Z]$

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

(ii) $\text{Theoretical Toll Flag Fall} = Y \times [1 + X] / [1 + Z]$

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.

(iii) $\text{Theoretical Toll Cap} = Y \times [1 + X] / [1 + Z]$

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 41A, the length of each Tollable Section will be taken to be as set out in the following table:

Tollable Section	Length (km)
Church Street – James Ruse Drive	1.87
James Ruse Drive – Silverwater Road	2.58
Silverwater Road – Hill Road	1.22
Hill Road – Homebush Bay Drive	1.75
James Ruse Drive - Church Street	1.87
Silverwater Road - James Ruse Drive	2.58
Hill Road - Silverwater Road	1.22

Tollable Section	Length (km)
Homebush Bay Drive - Hill Road	1.75
Homebush Bay Drive – Concord Road	2.37
Concord Road - Wattle Street	3.70
Wattle Street – Concord Road	3.70
Concord Road – Homebush Bay Drive	2.37

Note: Station Street on-ramp is included in the Concord Road – Homebush Bay Drive Tollable Section.

7.2 Length of new Tollable Sections created by additional connections to the Motorway

- (a) RMS and the Project Trustee acknowledge that:
 - (i) a Tollable Section set out in paragraph 7.1 of this Schedule 41A may be divided into two or more new Tollable Sections if a road is connected to the Motorway at a location other than those locations identified in paragraph 7.1 of this Schedule 41A as the limits of a Tollable Section; and
 - (ii) the modification or addition of a connection at the limit of a Tollable Section identified in clause 6.1 of this Schedule 41A 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 the lengths of new Tollable Sections, the lengths of new 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 create new Tollable Sections from those set out in paragraph 7.1 of this Schedule 41A to reflect the connection of a road to the Motorway then the Requesting Party may give written notice to the other Party (the "Responding Party") specifying the lengths of the proposed new 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 41A:
 - (i) that it accepts the lengths of the new Tollable Sections proposed by the Requesting Party; or
 - (ii) that it rejects the lengths of the new 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 41A, it will be taken to have accepted the lengths of the new Tollable Sections proposed by the Requesting Party.
- (f) If the Requesting Party rejects the lengths of the new Tollable Sections proposed by the Requesting Party then the Requesting Party may refer the matter for dispute resolution in accordance with clause 32.

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
 - (ii) 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
 - (ii) 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 41A, 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 41A 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 41A, the Project Trustee must provide RMS with written notice of:
- (i) the Charge Toll for that Trip for the next year; and
 - (ii) 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 41A.
- (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 41A (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:

- (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.

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:

- (a) 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 concession agreement;
- (b) that Vehicle only pays a Flag Fall Toll once for that WestConnex Trip;
- (c) the entire WestConnex Trip is subject to the Toll Cap; and
- (d) 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 and the M5 East Motorway within 14 days of the Effective Date and provide further notice of the relevant Tollable Sections within 14 days of agreeing to either:
 - (i) proceed with the M4/M5 Link Motorway; or
 - (ii) any change to any Tollable Section of the New M5 Motorway, the M5 East Motorway or the M4/M5 Link Motorway.
- (b) For the purposes of this Schedule 41A, 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/M5 Link 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/M5 Link 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, administrating 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 41A; 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 41A.

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 41A.
- (b) If RMS notifies the Project Trustee, the parties will promptly enter into good faith discussions on RMS's proposal, including:
 - (i) the precise changes suggested;
 - (ii) the rationale for the changes;
 - (iii) the Project Trustee's view on whether the changes will promote the policy objectives that RMS seeks to achieve;
 - (iv) the merits of the proposal;
 - (v) any further investigations the parties consider would be necessary to assess the proposal;
 - (vi) any consents that the Project Trustee would require to implement the proposal; and
 - (vii) 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 41A.

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 41A 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.
- (c) RMS must ensure that if this clause applies, it will ensure that the toll cap is increased to enable the full pass through of the increased tolls.

SCHEDULE 42

Consumer Price Index and Indexation

(clause 1.1)

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 M4 East Amendment Date. 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 M4 East Amendment Date 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 M4 East Amendment Date 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 M4 East Amendment Date 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 his 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 his 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 his 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 his 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 paragraph (e), (g) or (h) applies, paragraphs (a) to (h) will apply to the index determined in accordance with paragraph (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 42A

Payments for Lane Closures and Relocations

(Clause 22.3(d)(ii)(D))

1. DEFINITIONS

In this Schedule 42A:

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 42A.

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 42A:

- (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;
- (b) Traffic Adjustments occurring at any time as a result of RMS:
- (i) RMS undertaking a Permitted RMS Activity on parts of the Motorway being maintained by the Operator 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) RMS undertaking a Permitted RMS Activity on terms agreed between RMS and the Project Trustee; or
 - (iii) RMS 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 42A will be calculated in accordance with the following formula (notwithstanding traffic anomalies due to concurrent events):

$$\text{Payment} = (\text{Flag Fall Component} + \text{Distance Based Component}) \times (100\% - \text{Loss Factor}) \times \text{Capping Factor}$$

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 3% 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 M4 West Motorway, the Date of Opening Completion; and
- (b) in respect of the M4 East Motorway, the Date of Opening Completion.

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 42A will be calculated separately for each Vehicle Class.

6. **COMPENSATION PRINCIPLE**

Notwithstanding anything in this Schedule 42A, the Project Trustee is not entitled to an amount under this Schedule 42A 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 43

Project Insurances

(Clauses 26.5 and 26.9A)

1. INSURANCES DURING THE PROJECT WORKS – M4 WEST

This clause 1 of Schedule 43 only applies to M4 West. This clause 1 of Schedule 43 does not apply to M4 East.

(a) Before the Asset Trustee commences any of the Project Works or the Temporary Works relating to M4 West, 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, the existing improvements on the Construction Site and all things brought on to the Construction Site by the Asset Trustee or a Contractor for the purpose of the Project Works or the Temporary Works relating to M4 West;

(B) against such risks as are reasonably required by RMS; and

(C) for a minimum of:

(aa) [REDACTED] for the replacement or reinstatement (plus 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, the rectification of Defects and an amount to cover additional costs and expenses to expedite the commencement or completion or repair; and

(bb) [REDACTED] for any one occurrence in respect of the Existing Motorway (plus demolition and removal of debris, fees for the project managers and other consultants) plus an amount to cover additional costs and expenses to expedite the commencement or completion or repair; and

(D) with a maximum excess of [REDACTED], other than in respect of the Existing Motorway where the maximum excess shall be [REDACTED];

(ii) public and products liability insurance covering claims in respect of:

(A) loss of, loss of use of, destruction or damage to, real or personal property; and

(B) injury to, or disease or death of, persons,

arising out of or in connection with the Project Works and Temporary Works relating to M4 West (including third party property damage for plant, equipment and motor vehicles that are not road registered) for a minimum of [REDACTED] for any single occurrence (other than products liability which is limited in the aggregate) for any one period of insurance and with a maximum excess of [REDACTED];

- (iii) 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 their professional consultants and the Asset Trustee's professional consultants relating to M4 West for a minimum of [REDACTED] for any one claim and in the aggregate with a maximum excess of [REDACTED];
 - (iv) workers' compensation insurance relating to M4 West as required by Law under any statute relating to workers' or accident compensation;
 - (v) plant and equipment insurance covering all construction plant relating to M4 West (whether owned, hired or leased by the Contractor) against physical loss or damage to such plant for an amount not less than market value of such plant and with a maximum excess of [REDACTED];
 - (vi) motor vehicle insurance covering physical loss or damage to the Contractor's vehicles relating to M4 West whether owned, hired or leased, which are brought onto 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];
 - (vii) if any work for or in connection with this deed relating to M4 West 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];
 - (viii) if any work for or in connection with the deed relating to M4 West includes the use of waterborne craft of 8 or more metres in length, marine liability insurance and marine protection and indemnity insurance for a minimum of [REDACTED] for any one occurrence, and unlimited in the aggregate with regard to the number of occurrences with a maximum excess of [REDACTED]; and
- (b) The Asset Trustee must maintain (or cause to be maintained) the insurances referred to in section 1(a) until:
- (i) in the case of the professional indemnity insurance, 6 years after the Date of Completion for M4 West;
 - (ii) in the case of:
 - (A) contract works or construction risks insurance; and
 - (B) public and products liability insurance,the expiration of the last Defects Correction Period relating to M4 West;
 - (iii) in the case of asbestos liability insurance, the expiration of the last Defects Correction Period relating to M4 West;
 - (iv) in the case of marine liability and marine protection insurance, the whole of the period of use of waterborne craft of more than 8 or more metres in length on work for or in connection with this deed relating to M4 West; and

- (v) in the case of workers' compensation insurance, plant and equipment insurance and motor vehicle insurance, the expiration of the last Defects Correction Period relating to M4 West.

2. **INSURANCES DURING THE PROJECT WORKS – M4 EAST**

This clause 2 of Schedule 43 only applies to M4 East. This clause 2 of Schedule 43 does not apply to M4 West.

- (a) Before the Contractor commences any of the Project Works or the Temporary Works relating to M4 East, 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 Contractor for the purpose of the Project Works or the Temporary Works, including tunnelling equipment, relating to M4 East;
 - (B) against such risks as are reasonably required by RMS or the Asset Trustee;
 - (C) for a minimum of not less than the D&C Deed Sum (as defined under the M4 East D&C Deed) for the replacement or reinstatement (plus demolition and removal of debris, fees for the project managers and other consultants) of the works under this 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 Project, 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 and the Asset Trustee's Activities relating to M4 East;
 - (iv) public and products liability insurance covering claims in respect of:
 - (A) loss of, loss of use of, destruction or damage to, real or personal property; and
 - (B) injury to, or disease or death of, persons,arising out of or in connection with the Project Works and Temporary Works relating to M4 East (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) 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 their professional consultants relating to M4 East for a minimum of [REDACTED] any one claim and in the aggregate during the period of insurance with a maximum excess of [REDACTED];

- (vi) workers' compensation insurance relating to M4 East as required by Law under any statute relating to workers' or accident compensation;
 - (vii) not used; and
 - (viii) motor vehicle insurance covering physical loss or damage to the Contractor's vehicles relating to M4 East, 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 Contractor'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].
- (b) If any work for or in connection with the deed relating to M4 East includes asbestos removal, decontamination or other works involving asbestos, the Asset Trustee must effect and maintain (or cause to be effected and maintained) 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.
- (c) The Asset Trustee must maintain (or cause to be maintained) the insurances referred to in section 2(a) until:
- (i) in the case of the professional indemnity insurance, 6 years after the Date of Opening Completion for M4 East; and
 - (ii) in the case of all other insurance, the expiration of the last Defects Correction Period relating to the M4 East.
- (d) The Asset Trustee must maintain (or cause to be maintained) an open policy of overseas transit insurance, as referred to in section 2(a)(iii), covering all overseas shipments in relation to the Project Works and the Asset Trustee's Activities regardless of when the transit occurs.
- (e) Before the Asset Trustee commences any of the Project Works or the Temporary Works on the Project 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 the market value of such plant and with a maximum excess of [REDACTED].

3. INSURANCES DURING THE TERM

From the Date of Completion of the first Stage to reach 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 based on a maximum foreseeable loss analysis procured by the Project Trustee from an independent third party and approved by RMS (such approval not to be unreasonably withheld);

- (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 or the repair or maintenance of the Third Party Works 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;
- (c) workers' compensation insurance as required by Law under any statute relating to workers' or accident compensation;
- (d) vehicle insurance covering third party property damage for all plant, equipment and motor vehicles used in connection with the Project for at least [REDACTED] for any one occurrence and unlimited in the aggregate as to the number of occurrences; and
- (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.

4. 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 43 (and, in respect of the insurances referred to in section 1, 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) in the case of the:
 - (A) insurances specified in sections 1(a)(i), 1(a)(ii), and 1(a)(vi);
 - (B) insurances specified in sections 2(a)(i), 2(a)(iii), 2(a)(iv) and 2(a)(ix) and
 - (C) insurances specified in sections 3(a), 3(b) and 3(d),

must be in the joint names of the Project Trustee, Asset Trustee, subcontractors of every tier and RMS and such others as have an insurable interest under the Project Documents 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;

- (v) except in the case of the insurances referred to in sections 1(a)(iv), 2(a)(v), 2(a)(vi) and 3(c), must contain a term which requires the insurer to give RMS, the Project Trustee and the Asset 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 insurance any other notice in respect of the policy;
- (vi) in the case of the insurance specified in sections 1(a)(i) and 2(a)(i), must specify RMS, the Project Trustee, the Asset Trustee and the Contractor as joint loss payees;
- (vii) in the case of the insurances specified in sections 3(a) and 3(f) (as applicable), must specify RMS, the Project Trustee and the Asset Trustee as joint loss payees;
- (viii) in the case of the insurances which are in joint names, the insurances 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);
- (ix) in the case of the insurance specified in sections 2(a)(i) and 3(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;
- (x) in the case of the insurance specified in sections 1(a)(iii) and 2(a)(v) must include a principal's indemnity endorsement in favour of the Project Trustee, the Asset Trustee and RMS (to the extent that the Project Trustee, the Asset Trustee or RMS has any liability as a principal), in a form approved by RMS (which approval will not be unreasonably withheld or delayed); and
- (xi) 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 sections 1(a)(iii), 1(a)(iv), 2 and 3(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 insurance referred to in sections 2(a)(v) and 2(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)(ii) and 2(a)(iv) and 2(a)(v) (subject to the limitations in cover provided by the insurance market and policy terms, conditions and deductibles):
- (i) cover each of the Project Trustee and Asset Trustee 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 Project Trustee or the Asset Trustee may have had to RMS under or by reason of this deed.
- (d) The parties acknowledge and agree that:
- (i) Maintenance of a self-insurance scheme by John Holland Pty Ltd, in respect of the insurance referred to in section 2(a)(vi) above, consistent with all relevant regulatory and statutory requirements will satisfy the Asset Trustee's contractual obligation to take out the relevant insurance policy, but the self-insurance scheme must be consistent with the requirements of this deed in all respects and does not satisfy the obligations of the Asset Trustee or its other subcontractors (including the other entities that comprise the M4 East Contractor) to take out any insurances); and
 - (ii) renewed versions of insurance policies may differ from the wording set out in Schedule 55, though they must still comply with this Schedule 43.

5. NOTES

- (a) Insurance policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.

- (b) A cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit of the policy.

- 6. Payments made under this Undertaking will be made electronically to a bank account of RMS only. The Security Amount will be automatically reduced by the amount paid.
- 7. This Undertaking is governed by the laws of the State of New South Wales.

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 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

Date of Power of Attorney

Address of witness

Each attorney executing this deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

EXECUTED as a deed.

[Insert]

SCHEDULE 45

Not Used

SCHEDULE 46

Not Used

SCHEDULE 47

Not Used

SCHEDULE 48

Not Used

SCHEDULE 49

Not Used

SCHEDULE 50

Not Used

SCHEDULE 51

Not Used

SCHEDULE 52

Not Used

SCHEDULE 53**Key Plant and Equipment**

(Clause 1.1)

No.	Details of equipment	Number of equipment type	Source for equipment
1	Roadheader - Sandvik MT720 or Mitsui SLB300	13	Germany/ Japan
2	Refurbished Roadheader (ex Airport Link) – Sandvik MT720	2	Australia
3	Refurbished Roadheader (ex Airport Link) - Mitsui SLB300	2	Australia
4	Refurbished Roadheader (ex North West Rail Link) - Mitsui SLB300	1	Australia
5	Roadheader Guidance System VMT	18	Germany
6	DS511C – Bolter	9	Sweden
7	Bolter guidance system (VMT)	8	Germany
8	DT821C – Jumbo	1	Sweden
9	Meyco Potenza	8	Switzerland
10	ADT Cat 730	9	UK
11	Cat 329	3	Japan
12	CAT 321 – Short Boom	5	Japan
13	Hammer Excavator BRV32	7	France
14	EWP – 340AJ	19	US
15	Telehandler Pegasus 60.16	7	Italy
16	Forklift 3 tonne	5	US
17	Skid Steer Loader CAT 262	9	US
18	Loader Cat IT62	3	China
19	Loader Cat 966	1	China
20	Loader Cat 972	-	China
21	Hiab truck	3	Australia

No.	Details of equipment	Number of equipment type	Source for equipment
22	Franna AT-22	2	Australia
23	Ventilation fan 1 x 250kW (1800mm)	19	Spain
24	Ventilation Bagging 200dia (1000m+200)	19	Spain
25	Tunnel Jet Fan	22	Spain
26	CFT 40m ³ /sec Dust Extractor	18	Germany
27	Compressor and receiver (845CFM)	8	China
28	Diesel Compressor 250 CFM	3	Japan
29	Water treatment Plant (15.0 ltrs/sec)	4	Australia
30	Fuel Tank T60	4	Australia
31	Portable Fuel Tank (1000ltrs)	5	Australia
32	Allen Triple Roller Tube Paver	4	US
33	Gravel Paver – SD2550CS	4	Germany

SCHEDULE 54

Not Used

SCHEDULE 55

Insurance Policies – M4 East

(Clause 26)

The documents that form Schedule 55 are inserted into the CD identified below.



PART E – TECHNICAL

SCHEDULE 56

Scope of Works and Technical Criteria

(Clause 1.1)

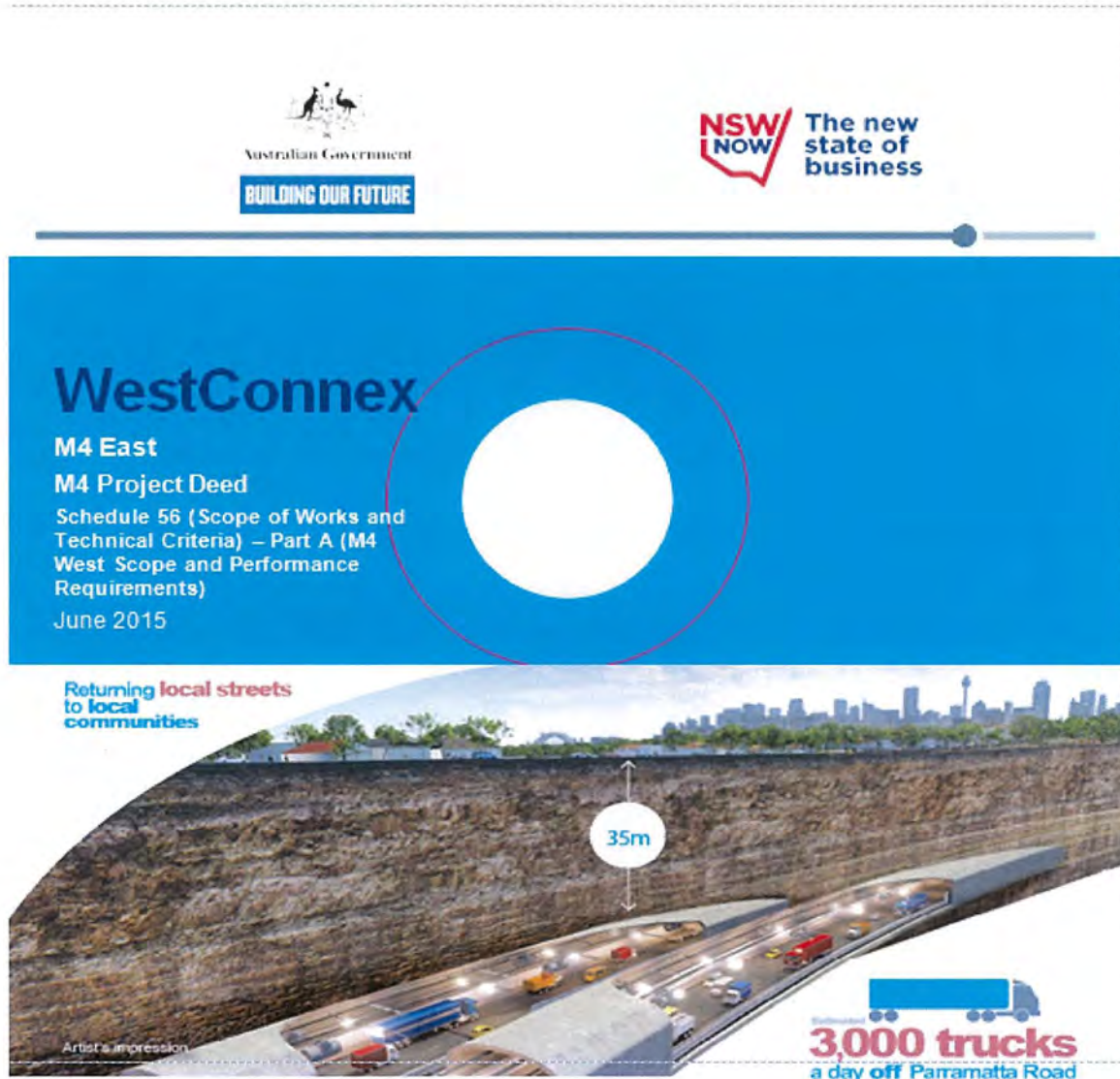
Structure and Overview of Scope of Works and Technical Criteria

- (a) This Scope of Works and Technical Criteria comprises the following:
 - (i) Part A – M4 West Scope and Performance Requirements;
 - (ii) Part B – M4 West Additional Project Deed Requirements; and
 - (iii) Part C – M4 East Scope of Works and Technical Criteria.
- (b) At a high level, and without in any way limiting or otherwise affecting any of the terms of Part A, Part B or Part C of this Scope of Works and Technical Criteria, it is acknowledged that:
 - (i) Part A relates primarily to the planning, design, construction and commissioning of the Project Works and the Temporary Works in respect of the M4 West;
 - (ii) Part B relates primarily to the ownership, operation, maintenance and repair of the M4 West; and
 - (iii) Part C relates primarily to:
 - (A) the planning, design, construction and commissioning of the Project Works and the Temporary Works in respect of the M4 East; and
 - (B) the ownership, operation, maintenance and repair of the M4 East.
- (c) In this document, unless the context indicates a contrary intention, a reference to:
 - (i) the Project Company means the Asset Trustee, unless the reference in the SWTC relates to a matter that is the subject of an obligation of the Project Trustee under this deed, in which case the Project Company means the Project Trustee; and
 - (ii) the Project Company's Activities means the Asset Trustee's Activities, unless the reference in the SWTC relates to a matter that is the subject of an activity to be performed by the Project Trustee under this deed, in which case the Project Company's Activities means the Project Trustee's Activities.

Part A

M4 West Scope and Performance Requirements

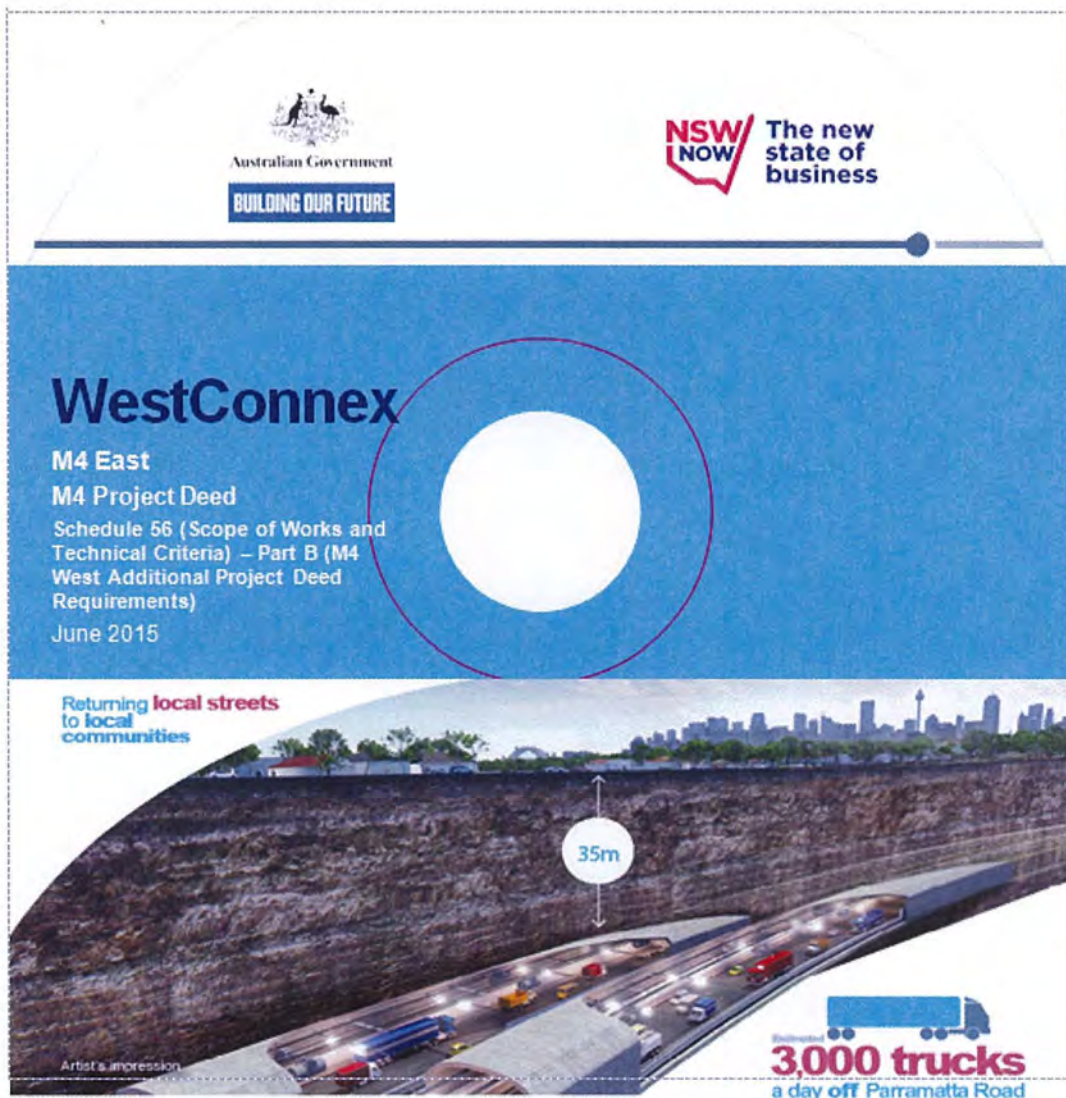
The documents that form the M4 West Scope and Performance Requirements are inserted into the CD identified below.



Part B

M4 West Additional Project Deed Requirements

The documents that form the M4 West Additional Project Deed Requirements are inserted into the CD identified below.



Part C

M4 East Scope of Works and Technical Criteria

The documents that form the M4 East Scope of Works and Technical Criteria are inserted into the two CDs identified below.



SCHEDULE 57

Information Documents

(Clause 11.7)

Part 1: M4 West

In respect of the M4 West, this schedule comprises the following Electronic Files, included within the disc forming Exhibit C to this deed:

1. "Schedule 45 – register of Information Documents.xlsx"; and
2. "Schedule 45 – Register of information documents – RLJV.xlsx".

Part 2: M4 East

In respect of the M4 East, this schedule comprises the following Table.

The documents, other than Information Documents 0174 and 0290, identified in the table below, form Schedule 57 and are inserted into the four DVDs identified below.





and an additional fourth DVD identified as:

M4 East
 Schedule 57 (Information Documents)
 Additional Disc 4 (Info Docs 0481, 0498, 0515 and 0536)
 June 2015

List of Information Documents

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 001	INFO DOC - 001 Industry Briefing Presentation.pdf	WestConnex - Industry Briefing (31 October 2013)
INFO DOC - 002	INFO DOC - 002 Industry Engagement Briefing.pdf	Industry Engagement Briefing (October 2013)
INFO DOC - 003	INFO DOC - 003 Industry Engagement Process Document Nov.pdf	Industry Engagement Process and Key Issues and Questions (November 2013)
INFO DOC - 004	INFO DOC - 004 189698_Combined.pdf	Ferrovia Agroman Industry Partner Team A Final Report Appendix B Memorandum WestConnex - Zone A - New Parramatta Road, Preliminary Geotechnical Domains and Geotechnical Model along the preferred route
INFO DOC - 005	INFO DOC - 005 2013_04_25 Utility Alignment Comparisi.pdf	Ferrovia Agroman Industry Partner Team A Final Report Appendix C Utility Alignment Comparison.pdf
INFO DOC - 006	INFO DOC - 006 21-22166~1.pdf	Ferrovia Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Typical Sections Sheet 2 of 2 (29 April 2013)
INFO DOC - 007	INFO DOC - 007 21-22166~2.pdf	Ferrovia Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Typical Sections Sheet 1 of 2 (29 April 2013)
INFO DOC - 008	INFO DOC - 008 21-22166~3.pdf	Ferrovia Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Pavement Details Sheet 2 of 2 (29 April 2013)
INFO DOC - 009	INFO DOC - 009 21-22166-C.pdf	Ferrovia Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Typical Section Sheet 1 of 2 (29 April 2013)
INFO DOC - 010	INFO DOC - 010 21-22166-C001-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Cover Sheet (29 April 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 011	INFO DOC - 011 21-22166-C002.pdf	Ferrovia Agroman Industry Partner Report Appendix A Drawing Index (29 April 2013)
INFO DOC - 012	INFO DOC - 012 21-22166-C100-~10.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 11 of 18 (29 April 2013)
INFO DOC - 013	INFO DOC - 013 21-22166-C100-~11.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 12 of 18 (29 April 2013)
INFO DOC - 014	INFO DOC - 014 21-22166-C100-~12.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 13 of 18 (29 April 2013)
INFO DOC - 015	INFO DOC - 015 21-22166-C100-~13.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 14 of 18 (29 April 2013)
INFO DOC - 016	INFO DOC - 016 21-22166-C100-~14.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 15 of 18 (29 April 2013)
INFO DOC - 017	INFO DOC - 017 21-22166-C100-~15.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 16 of 18 (29 April 2013)
INFO DOC - 018	INFO DOC - 018 21-22166-C100-~16.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 17 of 18 (29 April 2013)
INFO DOC - 019	INFO DOC - 019 21-22166-C100-~17.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 18 of 18 (29 April 2013)
INFO DOC - 020	INFO DOC - 020 21-22166-C100-C~1.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 2 of 18 (29 April 2013)
INFO DOC - 021	INFO DOC - 021 21-22166-C100-C~2.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 3 of 18 (29 April 2013)
INFO DOC - 022	INFO DOC - 022 21-22166-C100-C~3.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 4 of 18 (29 April 2013)
INFO DOC - 023	INFO DOC - 023 21-22166-C100-C~4.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 5 of 18 (29 April 2013)

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INFO DOC - 024	INFO DOC - 024 21-22166-C100-C~5.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 6 of 18 (29 April 2013)
INFO DOC - 025	INFO DOC - 02521-22166-C100-C~6.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 7 of 18 (29 April 2013)
INFO DOC - 026	INFO DOC - 026 21-22166-C100-C~7.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 8 of 18 (29 April 2013)
INFO DOC - 027	INFO DOC - 027 21-22166-C100-C~8.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 9 of 18 (29 April 2013)
INFO DOC - 028	INFO DOC - 028 21-22166-C100-C~9.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 10 of 18 (29 April 2013)
INFO DOC - 029	INFO DOC - 029 21-22166-C100-C11.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 1 of 18 (29 April 2013)
INFO DOC - 030	INFO DOC - 030 21-22166-C201-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 1 of 15 (29 April 2013)
INFO DOC - 031	INFO DOC - 031 21-22166-C202-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 2 of 15 (29 April 2013)
INFO DOC - 032	INFO DOC - 032 21-22166-C203-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 3 of 15 (29 April 2013)
INFO DOC - 033	INFO DOC - 033 21-22166-C204-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 4 of 15 (29 April 2013)
INFO DOC - 034	INFO DOC - 034 21-22166-C205-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 5 of 15 (29 April 2013)
INFO DOC - 035	INFO DOC - 035 21-22166-C206-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 6 of 15 (29 April 2013)
INFO DOC - 036	INFO DOC - 036 21-22166-C207-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 7 of 15 (29 April 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 037	INFO DOC - 037 21-22166-C208-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 8 of 15 (29 April 2013)
INFO DOC - 038	INFO DOC - 038 21-22166-C209-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 9 of 15 (29 April 2013)
INFO DOC - 039	INFO DOC - 039 21-22166-C210-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 10 of 15 (29 April 2013)
INFO DOC - 040	INFO DOC - 040 21-22166-C211-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 11 of 15 (29 April 2013)
INFO DOC - 041	INFO DOC - 041 21-22166-C212-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 12 of 15 (29 April 2013)
INFO DOC - 042	INFO DOC - 042 21-22166-C213-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 13 of 15 (29 April 2013)
INFO DOC - 043	INFO DOC - 043 21-22166-C214-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 14 of 15 (29 April 2013)
INFO DOC - 044	INFO DOC - 044 21-22166-C215-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 15 of 15 (29 April 2013)
INFO DOC - 045	INFO DOC - 045 21-22166-C220-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 1 of 6 (29 April 2013)
INFO DOC - 046	INFO DOC - 046 21-22166-C221-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 2 of 6 (29 April 2013)
INFO DOC - 047	INFO DOC - 047 21-22166-C222-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 3 of 6 (29 April 2013)
INFO DOC - 048	INFO DOC - 048 21-22166-C223-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 4 of 6 (29 April 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 049	INFO DOC - 049 21-22166-C224-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 5 of 6 (29 April 2013)
INFO DOC - 050	INFO DOC - 050 21-22166-C225-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 6 of 6 (29 April 2013)
INFO DOC - 051	INFO DOC - 051 21-22166-C230-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Concord Road Interchange Sheet 1 of 2 (29 April 2013)
INFO DOC - 052	INFO DOC - 052 21-22166-C231-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Concord Road Interchange Sheet 2 of 2 (29 April 2013)
INFO DOC - 053	INFO DOC - 053 21-22166-C232-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Concord Road Interchange Sheet 2 of 2 (29 April 2013)
INFO DOC - 054	INFO DOC - 054 21-22166-C233-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Concord Road Interchange Sheet 2 of 2 (29 April 2013)
INFO DOC - 055	INFO DOC - 055 21-22166-C240-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Wattle Street Interchange Sheet 1 of 5 (29 April 2013)
INFO DOC - 056	INFO DOC - 056 21-22166-C241-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Wattle Street Interchange Sheet 2 of 5 (29 April 2013)
INFO DOC - 057	INFO DOC - 057 21-22166-C242-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Wattle Street Interchange Sheet 3 of 5 (29 April 2013)
INFO DOC - 058	INFO DOC - 058 21-22166-C243-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Wattle Street Interchange Sheet 4 of 5 (29 April 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 059	INFO DOC - 059 21-22166-C244-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Wattle Street Interchange Sheet 5 of 5 (29 April 2013)
INFO DOC - 060	INFO DOC - 060 21-22166-C250-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Hawthorne Canal Interchange Sheet 1 of 4 (29 April 2013)
INFO DOC - 061	INFO DOC - 061 21-22166-C251-21.pdf	Ferrovia Agroman Industry Partner Report Appendix Longitudinal Section – Hawthorne Canal Interchange Sheet 2 of 4 (29 April 2013)
INFO DOC - 062	INFO DOC - 062 21-22166-C252 21.pdf	Ferrovia Agroman Industry Partner Report Appendix Longitudinal Section – Hawthorne Canal Interchange Sheet 3 of 4 (29 April 2013)
INFO DOC - 063	INFO DOC - 063 21-22166-C253-21.pdf	Ferrovia Agroman Industry Partner Report Appendix Longitudinal Section – Hawthorne Canal Interchange Sheet 4 of 4 (29 April 2013)
INFO DOC - 064	INFO DOC - 064 21-22166-C601.pdf	Ferrovia Agroman Industry Partner Report Appendix A Structural Cross Sections Sheet 1 of 5 (29 April 2013)
INFO DOC - 065	INFO DOC - 065 21-22166-C602.pdf	Ferrovia Agroman Industry Partner Report Appendix A Structural Cross Sections Sheet 2 of 5 (29 April 2013)
INFO DOC - 066	INFO DOC - 066 21-22166-C603.pdf	Ferrovia Agroman Industry Partner Report Appendix A Structural Cross Sections Sheet 3 of 5 (29 April 2013)
INFO DOC - 067	INFO DOC - 067 21-22166-C604.pdf	Ferrovia Agroman Industry Partner Report Appendix A Structural Cross Sections Sheet 4 of 5 (29 April 2013)
INFO DOC - 068	INFO DOC - 068 21-22166-C605.pdf	Ferrovia Agroman Industry Partner Report Appendix A Structural Cross Sections Sheet 5 of 5 (29 April 2013)
INFO DOC - 069	INFO DOC - 069 21-22166-C606.pdf	Ferrovia Agroman Industry Partner Report Appendix A EB Entry Ramp & WB Exit Ramp Concord Rd East (29 April 2013)

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INFO DOC - 070	INFO DOC - 070 21-22166-C607.pdf	Ferrovia Agroman Industry Partner Report Appendix A Entry Ramp & WB Exit Ramp Shaftsbury Interchange (23 April 2014)
INFO DOC - 071	INFO DOC - 071 21-22166-C608.pdf	Ferrovia Agroman Industry Partner Report Appendix A EB Entry Ramp & WB Exit Ramp Wattle St Interchange (29 April 2013)
INFO DOC - 072	INFO DOC - 072 21-22166-C609.pdf	Ferrovia Agroman Industry Partner Report Appendix A EB Entry Ramp & WB Exit Ramp Hawthorn Canal Ramps East (29 April 2013)
INFO DOC - 073	INFO DOC - 073 21-22166-C610.pdf	Ferrovia Agroman Industry Partner Report Appendix A EB Entry Ramp & WB Exit Ramp Hawthorn Canal Ramps West (29 April 2013)
INFO DOC - 074	INFO DOC - 074 21-22166-C611.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive to start of TBM drive Sheet 1 of 1 (29 April 2013)
INFO DOC - 075	INFO DOC - 075 21-22166-C612.pdf	Ferrovia Agroman Industry Partner Report Appendix A Exit from TBM to Hawthorne Canal Bridge Sheet 1 of 2 (29 April 2013)
INFO DOC - 076	INFO DOC - 076 21-22166-C613.pdf	Ferrovia Agroman Industry Partner Report Appendix A Exit from TBM to Hawthorne Canal Bridge Sheet 2 of 2 (29 April 2013)
INFO DOC - 077	INFO DOC - 077 21-22166-C614.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 1 of 2 (29 April 2013)
INFO DOC - 078	INFO DOC - 078 21-22166-C615.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 2 of 2 (29 April 2013)
INFO DOC - 079	INFO DOC - 079 21-22166-C616.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 1 of 2 (29 April 2013)
INFO DOC - 080	INFO DOC - 080 21-22166-C617.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 2 of 2 (29 April 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 081	INFO DOC - 081 21-22166-C618.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 1 of 2 (29 April 2013)
INFO DOC - 082	INFO DOC - 082 21-22166-C619.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 2 of 2 (29 April 2013)
INFO DOC - 083	INFO DOC - 083 21-22166-C620.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 1 of 1 (29 April 2013)
INFO DOC - 084	INFO DOC - 084 21-22166-C621.pdf	Ferrovia Agroman Industry Partner Report Appendix A Construction Phasing Homebush Bay Drive Intersection (29 April 2013)
INFO DOC - 085	INFO DOC - 085 21-22166-C622.pdf	Ferrovia Agroman Industry Partner Report Appendix A Construction Phasing Homebush Bay Drive (29 April 2013)
INFO DOC - 086	INFO DOC - 086 21-22166-C623.pdf	Ferrovia Agroman Industry Partner Report Appendix A Construction Phasing Concord Rd East Ramps (29 April 2013)
INFO DOC - 087	INFO DOC - 087 21-22166-C624.pdf	Ferrovia Agroman Industry Partner Report Appendix A Construction Phasing Wattle St Ramps (29 April 2013)
INFO DOC - 088	INFO DOC - 088 21-22166-C625.pdf	Ferrovia Agroman Industry Partner Report Appendix A Construction Phasing Wattle St Ramps (29 April 2013)
INFO DOC - 089	INFO DOC - 089 21-22166-SK040.pdf	Ferrovia Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Option 2Dch Parramatta Rd ((April 2013)
INFO DOC - 090	INFO DOC - 090 Appendices E to G_Final.pdf	WestConnex IPDT Business Case Appendices E to G
INFO DOC - 091	INFO DOC - 091 Appendices I and J_Redacted.pdf	WestConnex IPDT Business Case Appendices I to J
INFO DOC - 092	INFO DOC - 092 Appendix C.pdf	Urban Design Integration Report – M4 to Taverners Hill (30 April 2013)
INFO DOC - 093	INFO DOC - 093 Executive Summary.pdf	Ferrovia Agroman Industry Partner Team A Final Report Executive Summary
INFO DOC - 094	INFO DOC - 094 Table of Contents.pdf	Ferrovia Agroman Industry Partner Team A Final Report Table of Contents

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 095	INFO DOC - 095 Chapter 1.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 1
INFO DOC - 096	INFO DOC - 096 Chapter 10_redaction_A.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 10 (Redacted)
INFO DOC - 097	INFO DOC - 097 Chapter 2.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 2
INFO DOC - 098	INFO DOC - 098 Chapter 3.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 3
INFO DOC - 099	INFO DOC - 099 Chapter 4.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 4
INFO DOC - 100	INFO DOC - 100 Chapter 5.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 5
INFO DOC - 101	INFO DOC - 101 Chapter 6_redaction_Final.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 6 Redacted
INFO DOC - 102	INFO DOC - 102 Chapter 7-redaction_A.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 9 Redacted
INFO DOC - 103	INFO DOC - 103 Chapter 8_redaction_A.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 7- 8 Redacted
INFO DOC - 104	INFO DOC - 104 Chapter 9.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 9
INFO DOC - 105	INFO DOC - 105 Combined_Structural.pdf	Ferrovial Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Structural Cross Sections Sheet 1 of 5 (29 April 2013)
INFO DOC - 106	INFO DOC - 106 Financial Analysis November 2013.pdf	WestConnex Financial Analysis - November 2013
INFO DOC - 107	INFO DOC - 107 IP Outcome Report - Redacted v1.pdf	Industry Partner Outcome Report - Redacted v1 (June 2013)
INFO DOC - 108	INFO DOC - 108 LCPL-AECOM IPDT_WestConnex_Volume 1_130430_redaction_Fina.pdf	WestConnex Business Case Volume 1 (30 April 2013)
INFO DOC - 109	INFO DOC - 109 Reference Financing Strategy November 2013.pdf	WestConnex Reference Financing Strategy - November 2013
INFO DOC - 110	INFO DOC - 110 Reference Scheme Scope of Works November 2013.pdf	Reference Scheme Scope of Works November 2013.pdf

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 111	INFO DOC - 111 SMP052_BusinessCaseExecutiveSummary_V45.pdf	WestConnex Business Case Executive Summary – September 2013
INFO DOC - 112	INFO DOC - 112 Traffic and Tolling November 2013.pdf	WestConnex Traffic and Tolling - November 2013
INFO DOC - 113	INFO DOC - 113 WestConnex Reference Delivery Strategy November 2013.pdf	WestConnex Reference Delivery Strategy for the WestConnex Reference Scheme
INFO DOC - 114	INFO DOC - 114 SMP056_WestConnex_All_Options_Map_ALL_v7.pdf	Westconnex Route Options
INFO DOC - 115	INFO DOC - 115 Westconnex_factsheet_urban_renewal_sep2013.pdf	WestConnex Urban Revitalisation Factsheet (September 2013)
INFO DOC - 116	INFO DOC - 116 westconnex_m4_widening_ssiar_sep2.pdf	M4 Widening - State Significant Infrastructure Application Report (September 2013)
INFO DOC - 117	INFO DOC - 117 westconnex-strategic environmental- review-2013.pdf	WestConnex Strategic Environmental Review (September 2013)
INFO DOC - 118	INFO DOC - 118 MMD-317494-C-M2-DE-DD- DD1B.pdf	Reference Design M4 East Overall Chainage Layout Plan
INFO DOC - 119	INFO DOC - 119 MMD-317494-C-M2-XSMC1D-DD-DD1B_CH37504940.pdf	Reference Design M4 East Cross Sections Ch3750-4940
INFO DOC - 120	INFO DOC - 120 MMD-317494-C-M2-XSMC1D-DD-DD1B_CH4950-6110.pdf	Reference Design M4 East Cross Sections Ch4940-6110
INFO DOC - 121	INFO DOC - 121 MMD-317494-C-M2-XSMCH0-DD-DD1B.pdf	Reference Design M4 East Cross Sections Ch0-1229 (11 November 2013)
INFO DOC - 122	INFO DOC - 122 MMD-317494-C-M2-XSMCQK-DD-DD1B_CH200-0.pdf	Reference Design M4 East Cross Sections Ch200-0 (11 November 2013)
INFO DOC - 123	INFO DOC - 123 MMD-317494-C-SK-SD-DD- 0101_P4.pdf	Reference Drawings - M4 East Roll Sheet 1 of 5 (11 November 2013)
INFO DOC - 124	INFO DOC - 124 MMD-317494-C-SK-SD-DD- 0102_P6.pdf	Reference Drawings - M4 East Roll Sheet 2 of 5 (11 November 2013)
INFO DOC - 125	INFO DOC - 125 MMD-317494-C-SK-SD-DD- 0103_P8.pdf	Reference Drawings - M4 East Roll Sheet 3 of 5 (11 November 2013)
INFO DOC - 126	INFO DOC - 126 MMD-317494-C-SK-SD-DD- 0104_P6.pdf	Reference Drawings - M4 East Roll Sheet 4 of 5 (11 November 2013)

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INFO DOC - 127	INFO DOC - 127 MMD-317494-C-SK-SD-DD- 0105_P9.pdf	Reference Drawings - M4 East Roll Sheet 5 of 5 (11 November 2013)
INFO DOC - 128	INFO DOC - 128 Publically available Information Documents.pdf	Publically available Information Documents
INFO DOC - 129	INFO DOC - 129 M4_East_Feedback_Report_April14.pdf	M4 East (Stage 1) Community Feedback Report (April 2014)
INFO DOC - 130	INFO DOC - 130 20140517 WCX M4E Information Document Register.pdf	Schedule of Information Documents
INFO DOC - 131	INFO DOC - 131 M4 East EOI Briefing.pdf	M4 East EOI Briefing (27 May 2014)
INFO DOC - 132	INFO DOC - 132 M4 East Data Room Interaction Rules (EOI Phase) Part A.pdf	Data Room M4 East Interaction Rules (EOI Phase) Part A (May 2014)
INFO DOC - 133	INFO DOC - 133 M4 East EOI.mp4	M4 East EOI Briefing – video (27 May 2014)
INFO DOC - 134	INFO DOC - 134 M4 East EOI small version.mp4	M4 East EOI briefing (small version) – video (27 May 2014)
INFO DOC - 135	INFO DOC - 135 WestConnex M4 East EOI (Addendum 1) - Clean.docx	Design and Construction of M4 East Invitation to submit and Expression of Interest (Addendum 1) (May 2014) - Clean
INFO DOC - 136	INFO DOC - 136 WestConnex M4 East EOI (Addendum 1) Track Changes.pdf	-Design and Construction of M4 East Invitation to submit and Expression of Interest (Addendum 1) (May 2014) – Track Changes
INFO DOC - 137	INFO DOC - 137 WestConnex M4E EOI Attachments (Addendum 1) - Clean.docx	WestConnex M4E EOI Attachments (Addendum 1) - Clean
INFO DOC - 138	INFO DOC - 138 WestConnex M4E EOI Attachments (Addendum 1) – Track Change.pdf	WestConnex M4E EOI Attachments (Addendum 1) - Track Changes
INFO DOC - 139	INFO DOC - 139 20140606 WCX M4E Information Document Register (Track Change).xlsx	Updated M4E Information Document Register (Track Change)
INFO DOC - 140	INFO DOC - 140 M4 East Expression of Interest Invitation Form.pdf	M4 East Expression of Interest Invitation Form
INFO DOC - 141	INFO DOC - 141 20140611 WCX M4E Information Document Register (Track Change).xlsx	Updated M4E Information Document Register (Track Change)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 142	INFO DOC - 142 WestConnex M4 East EOI (Addendum 2) - Track .pdf	-Design and Construction of M4 East Invitation to submit an Expression of Interest (Addendum 2) (May 2014) - Track Changes
INFO DOC - 143	INFO DOC - 143 WestConnex M4E EOI Attachments (Addendum 2) - Track.pdf	WestConnex M4E EOI Attachments (Addendum 2) - Track
INFO DOC - 144	INFO DOC - 144 20140619 WCX M4E Information Document Register (Track Change).xlsx	Updated M4E Information Document Register (Track Change)
INFO DOC - 0145	INFO DOC - 0145 Road Tunnel Design Guideline Pt1 105387.pdf	RTA - Road Tunnel Design Guideline: Part I Concept Design - Fire Safety Design (December 2006)
INFO DOC - 0146	INFO DOC - 0146 Road Tunnel Design Guideline Pt2 105388.pdf	RTA - Road Tunnel Design Guideline: Part 2 - Development of an SWTC Fire Safety Design (December 2006)
INFO DOC - 0147	INFO DOC - 0147 Road Tunnel Design Guideline Pt3 105389.pdf	RTA - Road Tunnel Design Guideline: Part 3 - Design Development, Fire Safety Design (December 2006)
INFO DOC - 0148	INFO DOC - 0148 Base Case Opt Stage 1 2d DGN Jul 2014.zip	Base Case Option Concept Design, Stage 1 - 2D Model, dgn files (zipped) (July 2014)
INFO DOC - 0149	INFO DOC - 0149 Base Case Opt Stage 1 sketches DGN Jul 2014.zip	Base Case Option Concept Design, Stage 1 - Sketches, dgn files (zipped) (July 2014)
INFO DOC - 0150	INFO DOC - 0150 Base Case Opt Stage 1 2d DGN Jul 2014.zip	Base Case Option Concept Design, Stage 1 - 2D Model, dwg files (zipped) (July 2014)
INFO DOC - 0151	INFO DOC - 0151 Base Case Opt Stage 1 sketches DWG Jul 2014.zip	Base Case Option Concept Design, Stage 1 - Sketches, dwg files (zipped) (July 2014)
INFO DOC - 0152	INFO DOC - 0152 DD J1 DES.TXT	Base Case Option, Stage 1, MX file (July 2014)
INFO DOC - 0153	INFO DOC - 0153 Base Case Opt Stage 1 PDF Jul 2014.pdf	WestConnex M4 East Base Case Option, Stage 1, pdf file, Sheets 1 to 5 (28 July 2014)
INFO DOC - 0154	INFO DOC - 0154 Base Case Opt Ultimate 2d DGN Jul 2014.zip	Base Case Option Concept Design, Ultimate - 2D Model, dgn files (zipped) (July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0155	INFO DOC - 0155 Base Case Opt Ultimate sketches DGN Jul 2014.zip	Base Case Option Concept Design, Ultimate - Sketches, dgn files (zipped) (July 2014)
INFO DOC - 0156	INFO DOC - 0156 Base Case Opt Ultimate 2d DWG Jul 2014.zip	Base Case Option Concept Design, Ultimate - 2D Model, dwg files (zipped) (July 2014)
INFO DOC - 0157	INFO DOC - 0157 Base Case Opt Ultimate sketches DWG Jul 2014.zip	Base Case Option Concept Design, Ultimate - Sketches, dwg files (zipped) (July 2014)
INFO DOC - 0158	INFO DOC - 0158 DD J0 DES.TXT	Base Case Option, Ultimate, MX file (July 2014)
INFO DOC - 0159	INFO DOC - 0159 Base Case Opt Ultimate PDF Jul 2014.zip	WestConnex M4 East Base Case Option, Ultimate , pdf file, Sheets 1 to 7 (28 July 2014)
INFO DOC - 0160	INFO DOC - 0160 Hawthorne Canal Opt Stage 1 2d DGN Jul 2014.zip	Hawthorne Canal Option, Stage 1, 2D Model, dgn files (July 2014)
INFO DOC - 0161	INFO DOC - 0161 Hawthorne Canal Opt Stage 1 sketches DGN Jul 2014.zip	Hawthorne Canal Option, Stage 1, Sketches, dgn files (July 2014)
INFO DOC - 0162	INFO DOC - 0162 Hawthorne Canal Opt Stage 1 2d DWG Jul 2014.zip	Hawthorne Canal Option, Stage 1, 2D Model, dwg files (July 2014)
INFO DOC - 0163	INFO DOC - 0163 Hawthorne Canal Opt Stage 1 sketches DWG Jul 2014.zip	Hawthorne Canal Option, Stage 1, Sketches, dwg files (July 2014)
INFO DOC - 0164	INFO DOC - 0164 DD K1 DES.TXT	Hawthorne Canal Option, Stage 1, MX file (July 2014)
INFO DOC - 0165	INFO DOC - 0165 Hawthorne Canal Opt Stage 1 PDF Jul 2014.pdf	WestConnex M4 East Hawthorne Canal Option Stage 1, pdf file, Sheets 1 to 7 (July 2014)
INFO DOC - 0166	INFO DOC - 0166 Hawthorne Canal Opt Ultimate 2d DGN Jul 2014.zip	Hawthorne Canal Option, Ultimate, 2D Model, dgn files (July 2014)
INFO DOC - 0167	INFO DOC - 0167 Hawthorne Canal Opt Ultimate Sketches dgn Jul 2014.zip	Hawthorne Canal Option, Ultimate, Sketches, dgn files (July 2014)
INFO DOC - 0168	INFO DOC - 0168 Hawthorne Canal Opt Ultimate 2d DWG Jul 2014.zip	Hawthorne Canal Option, Ultimate, 2D Model, dwg files (July 2014)
INFO DOC - 0169	INFO DOC - 0169 Hawthorne Canal Opt Ultimate Sketches DWG Jul 2014.zip	Hawthorne Canal Option, Ultimate, Sketches, dwg files (July 2014)
INFO DOC - 0170	INFO DOC - 0170 DD K0 DES.TXT	Hawthorne Canal Option, Ultimate, MX file (July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0171	INFO DOC - 0171 Hawthorne Canal Opt Ultimate Jul 2014.pdf	WestConnex M4 East Hawthorne Canal Option Ultimate, pdf file, Sheets 1 to 7 (July 2014)
INFO DOC - 0172	INFO DOC - 0172 m56ortho_m4corridor_AAM.ecw	Ortho-rectified MGA Zone 56 Aerial Photography - M4 Corridor (2014)
INFO DOC - 0173	INFO DOC - 0173 Shaftsbury Ramps Opt 2d DGN Jul 2014.zip	Shaftsbury Ramps Option, 2D Model, dgn files (July 2014)
INFO DOC - 0174	INFO DOC - 0174 'Shaftsbury Ramps Opt 2d sketches DGN Jul 2014.zip	Shaftsbury Ramps Option, Sketch, dgn file (July 2014)
INFO DOC - 0175	INFO DOC - 0175 MMD-317494-C-M2-SH-JJ-D0V0zip	Shaftsbury Ramps Option, 2D Model, dwg files (July 2014)
INFO DOC - 0176	INFO DOC - 0176 'Shaftsbury Ramps Opt 2d sketches DWG Jul 2014.zip	Shaftsbury Ramps Option, Sketch, dwg file (July 2014)
INFO DOC - 0177	INFO DOC - 0177 0F V0 CO.TXT	Shaftsbury Ramps Option, 1 of 2, MX file (July 2014)
INFO DOC - 0178	INFO DOC - 0178 0F V0 DE.TXT	Shaftsbury Ramps Option, 2 of 2, MX file (July 2014)
INFO DOC - 0179	INFO DOC - 'Shaftsbury Ramps Opt PDF Jul 2014.zip	WestConnex M4 East Shaftsbury Ramps Option (July 2014)
INFO DOC - 0180	INFO DOC - 0180 WCX M4 East Survey Data Jul 2014.zip	WestConnex M4 East - Existing Survey Data (July 2014)
INFO DOC - 0181	INFO DOC - 0181 Vent Bldg Concept Des Homebush Portal 2d DGN Jul 2014.zip	Ventilation Building Concept Design - Homebush Portal, 2D Model, dgn files (July 2014)
INFO DOC - 0182	INFO DOC - 0182Vent Bldg Concept Des Homebush Portal DGN Jul 2014.zip	Ventilation Building Concept Design - Homebush Portal, dgn files (July 2014)
INFO DOC - 0183	INFO DOC - 0183Vent Bldg Concept Des Homebush Portal 2d DWG Jul 2014.zip	Ventilation Building Concept Design - Homebush Portal, 2D Model, dwg files (July 2014)
INFO DOC - 0184	INFO DOC - 0184Vent Bldg Concept Des Homebush Portal DWG Jul 2014.zip	Ventilation Building Concept Design - Homebush Portal, dwg files (July 2014)
INFO DOC - 0185	INFO DOC - 0185 VB VENT BLDG HOME TRI.TXT	Ventilation Building Concept Design - Homebush Portal - 1 of 2, TXT File (July 2014)
INFO DOC - 0186	INFO DOC - 0186 VB VENT BLDG HOME DES.TXT	Ventilation Building Concept Design - Homebush Portal - 2 of 2, TXT File (July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0187	INFO DOC - 0187 Homebush Portal Preliminary Drawings.pdf	Strathfield Council, WCX M4 East, Volume 1 - Homebush Portal Ventilation Building, Prelim Dwgs, Rev A (28 July 2014)
INFO DOC - 0188	INFO DOC - 0188 Vent Bldg Concept Des Hawthorne Canal 2d DGN Jul 2014.zip	Ventilation Building Concept Design - Hawthorne Canal, 2D Model, dgn files (July 2014)
INFO DOC - 0189	INFO DOC - 0189 Vent Bldg Concept Des Hawthorne Canal DGN Jul 2014.zip	Ventilation Building Concept Design - Hawthorne Canal, dgn files (July 2014)
INFO DOC - 0190	INFO DOC - 0190 Vent Bldg Concept Des Hawthorne Canal 2d DWG Jul 2014.zip	Ventilation Building Concept Design - Hawthorne Canal, 2D Model, dwg files (July 2014)
INFO DOC - 0191	INFO DOC - 0191 Vent Bldg Concept Des Hawthorne Canal DWG jul 2014.zip	Ventilation Building Concept Design - Hawthorne Canal, dwg files (July 2014)
INFO DOC - 0192	INFO DOC - 0192 VB VENT BLDG HAWTH TRI.TXT	Ventilation Building Concept Design - Hawthorne Canal, 1 of 2, TXT File (July 2014)
INFO DOC - 0193	INFO DOC - 0193 VB VENT BLDG HAWTH DES.TXT	Ventilation Building Concept Design - Hawthorne Canal, 2 of 2, TXT File (July 2014)
INFO DOC - 0194	INFO DOC - 0194 Hawthorne Canal Venti Bld Preliminary Design.pdf	Ashfield Council, WCX M4 East, Volume 2 - Hawthorne Canal Ventilation Building, Preliminary Drawings, Rev A (28 July 2014)
INFO DOC - 0195	INFO DOC - 0195 Ventilation Bldg Concept Des Bunnings 2d DGN Jul 2014.zip	Ventilation Building Concept Design - Bunnings, 2D Model, DGN Files (zipped) (July 2014)
INFO DOC - 0196	INFO DOC - 0196 Ventilation Bldg Concept Des Bunnings, DGN Jul 2014.zip	Ventilation Building Concept Design - Bunnings, DGN Files (zipped) (July 2014)
INFO DOC - 0197	INFO DOC - 0197 Ventilation Bldg Concept Des Bunnings 2d DWG Jul 2014..zip	Ventilation Building Concept Design - Bunnings, 2D Model, DWG Files (zipped) (July 2014)
INFO DOC - 0198	INFO DOC - 0198 Ventilation Bldg Concept Des Bunnings DWG Jul 2014..zip	Ventilation Building Concept Design - Bunnings, DWG Files (zipped) (July 2014)
INFO DOC - 0199	INFO DOC - 0199 VB VENT BLDG BUNNINGS TRI.TXT	Ventilation Building Concept Design - Bunnings, 1 of 3, TXT File (July 2014)
INFO DOC - 0200	INFO DOC - 0200 VB VENT BLDG BUNNINGS CONT.TXT	Ventilation Building Concept Design - Bunnings, 2 of 3, TXT File (July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0201	INFO DOC - 0201 VB VENT BLDG BUNNINGS DES.TXT	Ventilation Building Concept Design - Bunnings, 3 of 3, TXT File (July 2014)
INFO DOC - 0202	INFO DOC - 0202 Bunnings Ventilation Building Preliminary Design.pdf	Ashfield Council, WestConnex M4 East, Volume 3 - Bunnings Ventilation Building, Preliminary Drawings, Rev A (28 July 2014)
INFO DOC - 0203	INFO DOC - 0203 Ventilation Bldg Concept Des Wattle St 2d DGN Jul 2014.zip	Ventilation Building Concept Design - Wattle Street, 2D Model, DGN Files (zipped) (July 2014)
INFO DOC - 0204	INFO DOC - 0204 Ventilation Bldg Concept Des - Wattle St DGN Jul 2014.zip	Ventilation Building Concept Design - Wattle Street, DGN Files (zipped) (July 2014)
INFO DOC - 0205	INFO DOC - 0205 Ventilation Bldg Concept Des - Wattle St 2d DWG Jul 2014.zip	Ventilation Building Concept Design - Wattle Street, 2D Model, DWG Files (zipped) (July 2014)
INFO DOC - 0206	INFO DOC - 0206 Ventilation Bldg Concept Des - Wattle St DWG Jul 2014.zip	Ventilation Building Concept Design - Wattle Street, DWG Files (zipped) (July 2014)
INFO DOC - 0207	INFO DOC - 0207 VB VENT BLDG WATTLE ST TRI.TXT	Ventilation Building Concept Design - Wattle Street, 1 of 3, TXT File (July 2014)
INFO DOC - 0208	INFO DOC - 0208 VB VENT BLDG WATTLE ST CONT.TXT	Ventilation Building Concept Design - Wattle Street, 2 of 3, TXT File (July 2014)
INFO DOC - 0209	INFO DOC - 0209 VB VENT BLDG WATTLE ST DES.TXT	Ventilation Building Concept Design - Wattle Street, 3 of 3, TXT File (July 2014)
INFO DOC - 0210	INFO DOC - 0210 Wattle Street Ventilation Building Prelim Des.pdf	Ashfield Council, WCX M4 East, Volume 4 - Wattle Street Ventilation Building, Preliminary Drawings, Rev A (28 July 2014)
INFO DOC - 0211	INFO DOC - 0211 Early Structural Concept Design Plans July 2014.pdf	WCX M4 East - Early Structural Concept Designs, Plans (30 July 2014)
INFO DOC - 0212	INFO DOC - 0212 KD1006P_E_4MMcD_25.02.14.dgn	WCX M4 East - Early Structural Concept Designs - Plans, DGN file format (30 July 2014)
INFO DOC - 0213	INFO DOC - 0213 KD1006P_E_4MMcD_25_Plan.dwg	WCX M4 East - Early Structural Concept Designs - Plans, DWG file format (30 July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0214	INFO DOC - 0214 M4 East_xsections.dgn	WCX M4 East - Early Structural Concept Designs - Cross Sections, DGN file format (30 July 2014)
INFO DOC - 0215	INFO DOC - 0215 Early Structural Concept Design - Sections July 2014.pdf	WCX M4 East - Early Structural Concept Designs - Cross Sections (30 July 2014)
INFO DOC - 0216	INFO DOC - 0216 5369 - RMS - Traffic Count Surveys - West Connex - IC.xlsm	Parramatta Road Intersections Traffic Count Report (21 November 2012)
INFO DOC - 0217	INFO DOC - 0217 5979 - SMPO - West Connex Traffic Surveys - IC.xlsm	Traffic Count Reports - Intersections along Dobroyd Pde, Concord Rd, Raw Sq, City West Link and Parramatta Rd
INFO DOC - 0218	INFO DOC - 0218 6285 - SMPO - West Connex Surveys - Concord, Five Dock, Ashfield & Campe....xlsm	Traffic Count Reports - Intersections at Concord, Five Dock, Ashfield & Camperdown Intersections (1 April 2014)
INFO DOC - 0219	INFO DOC - 0219 6285a - SMPO - West Connex Surveys - Concord, Five Dock, Ashfield & Campe....xlsm	Homebush Bay Drive and Underwood Road Intersection Traffic Count Report (1 April 2014)
INFO DOC - 0220	INFO DOC - 0220 Intersection Counts at Wattle St and Parramatta Rd.xls	Traffic Count Reports for Wattle Street and Parramatta Road Intersection, and Frederick Street and Parramatta Road Intersection (21 November 2012)
INFO DOC - 0221	INFO DOC - 0221 N934 SITE 4(A) - Homebush Bay Drive, M4 Western Motorway Off Ramp	Homebush Bay Drive and M4 Western Motorway Off-Ramp Intersection Traffic Count Report - Data Set 1 (24 October 2012)
INFO DOC - 0222	INFO DOC - 0222 N934 SITE 4(B) - Homebush Bay Drive, M4 Western Motorway Off Ramp.xlsx	Homebush Bay Drive and M4 Western Motorway Off-ramp Intersection - Traffic Count Report - Data Set 2 (24 October 2012)
INFO DOC - 0223	INFO DOC - 0223 N934 SITE 4(B) - Rod Laver Drive, M4 On Ramp, Homebush Bay Off Ramp.xlsx	Rod Laver Drive, M4 On Ramp and Homebush Bay Off-Ramp Intersection - Traffic count Report (24 October 2012)
INFO DOC - 0224	INFO DOC - 0224 N934 SITE 4C - Homebush Bay Drive, M4 Ramp.xlsx	Homebush Bay Drive and M4 Western Motorway On Ramp Eastbound Intersection - Traffic Count Report (24 October 2012)
INFO DOC - 0225	INFO DOC - 0225 N953 PK1 SITE 7 - Parramatta Rd & Marlborough Rd.xlsx	Parramatta Rd and Marlborough Rd Intersection - Traffic Count Report (6 December 2012)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0226	INFO DOC - 0226 N953 SITE 8 – Parramatta Rd & Bridge Rd.xlsx	Parramatta Rd and Bridge Rd Intersection - Traffic Count Report (15 November 2012)
INFO DOC – 0227	INFO DOC - 0227 N953 SITE 9 – Great Western Hwy & Underwood Rd.xlsx	Great Western Hwy and Underwood Rd Intersection - Traffic Count Report (15 November 2012)
INFO DOC – 0228	INFO DOC - 0228 N953 SITE 10 - Parramatta Rd & Concord Rd & Leicester Ave.xlsx	Parramatta Rd, Concord Rd and Leicester Ave Intersection – Traffic Count Report (15 November 2012)
INFO DOC – 0229	INFO DOC - 0229 N953 SITE 11 - Parramatta Rd & M4 Western Motorway.xlsx	Parramatta Rd and M4 Western Motorway Intersection - Traffic Count Report (15 November 2013)
INFO DOC – 0230	INFO DOC - 0230 SCATs Data List.xls	TCS Numbers and Corresponding Locations with list of available SCATs files.
INFO DOC – 0231	INFO DOC - 0231 TCS 16 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd, Flood St and West St, (TCS 16)
INFO DOC – 0232	INFO DOC - 0232 TCS 17 Files July 2014.zip	SCATs Data - Intersection of Longport St and Old Canterbury Rd (TCS 17)
INFO DOC – 0233	INFO DOC - 0233 TCS 18 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Sloane St (TCS 18)
INFO DOC – 0234	INFO DOC - 0234 TCS 32 Files July 2014.zip	SCATs Data - Intersection of Wattle St and Ramsay St (TCS 32)
INFO DOC – 0235	INFO DOC - 0235 TCS 38 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Bland St, Ashfield (TCS 38)
INFO DOC – 0236	INFO DOC - 0236 TCS 58 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Great North Rd (TCS 58)
INFO DOC – 0237	INFO DOC - 0237 TCS 70 Files July 2014.zip	SCATs Data - Intersection of Liverpool Rd and Parramatta Rd (TCS 70)
INFO DOC – 0238	INFO DOC - 0238 TCS 83 Files July 2014.zip	SCATs Data - Intersection of Railway Terrace and West Street (TCS 83)
INFO DOC – 0239	INFO DOC - 0239 TCS 93 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Crystal St, Petersham (TCS 93)
INFO DOC – 0240	INFO DOC - 0240 TCS 97 Files July 2014.zip	SCATs Data - Intersection of Railway Tce and West St (TCS 97)
INFO DOC – 0241	INFO DOC - 0241 TCS 106 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd, Croydon Rd, Arlington St, (TCS 106)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0242	INFO DOC - 0242 TCS 127 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Harris Road (TCS 127)
INFO DOC - 0243	INFO DOC - 0243 TCS 140 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Dalhousie St (TCS 140)
INFO DOC - 0244	INFO DOC - 0244 TCS 143 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Norton St (TCS 143)
INFO DOC - 0245	INFO DOC - 0245 TCS 356 Files July 2014.zip	SCATS Data - Intersection of Hume Hwy and Carlton Cr (TCS 356)
INFO DOC - 0246	INFO DOC - 0246 TCS 467 Files July 2014.zip	SCATS Data - Intersection of Lyons Rd and Great North Rd (TCS 467)
INFO DOC - 0247	INFO DOC - 0247 TCS 577 Files July 2014.zip	SCATS Data - Intersection of Ramsay Rd and Great North Rd (TCS 577)
INFO DOC - 0248	INFO DOC - 0248 TCS 578 Files July 2014.zip	SCATS Data - Intersection of Queens Rd and Great North Rd (TCS 578)
INFO DOC - 0249	INFO DOC - 0249 TCS 618 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Frederick St and Wattle St (TCS 618)
INFO DOC - 0250	INFO DOC - 0250 TCS 822 Files July 2014.zip	SCATS Data - Intersection of Concord Rd and Patterson St (TCS 822)
INFO DOC - 0251	INFO DOC - 0251 TCS 826 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Shaftesbury Rd (TCS 826)
INFO DOC - 0252	INFO DOC - 0252 TCS 827 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Burwood Rd (TCS 827)
INFO DOC - 0253	INFO DOC - 0253 TCS 828 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Broughton St (TCS 828)
INFO DOC - 0254	INFO DOC - 0254 TCS 830 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Wentworth Rd (TCS 830)
INFO DOC - 0255	INFO DOC - 0255 TCS 831 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Mosely St (TCS 831)
INFO DOC - 0256	INFO DOC - 0256 TCS 832 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and M4 Motorway (TCS 832)
INFO DOC - 0257	INFO DOC - 0257 TCS 833 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Concord Rd (TCS 833)
INFO DOC - 0258	INFO DOC - 0258 TCS 836 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Knight St (TCS 836)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0259	INFO DOC - 0259 TCS 837 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Underwood Rd (TCS 837)
INFO DOC - 0260	INFO DOC - 0260 TCS 838 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Park Rd (TCS 838)
INFO DOC - 0261	INFO DOC - 0261 TCS 839 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Bridge Rd (TCS 839)
INFO DOC - 0262	INFO DOC - 0262 TCS 881 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Marlborough Rd (881)
INFO DOC - 0263	INFO DOC - 0263 TCS 1034 Files July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr and M4 EB Off Ramp (TCS 1034)
INFO DOC - 0264	INFO DOC - 0264 TCS 1040 Files July 2014.zip	SCATs Data - Intersection of Hume Hwy and Frederick St, Croydon (TCS 1040)
INFO DOC - 0265	INFO DOC - 0265 TCS 1227 Files July 2014.zip	SCATs Data - Intersection of Hume Hwy and Victoria St (TCS 1227)
INFO DOC - 0266	INFO DOC - 0266 TCS 1254 Files July 2014.zip	SCATs Data - Intersection of Hume Hwy and Holden Ste (TCS 1254)
INFO DOC - 0267	INFO DOC - 0267 TCS 1358 Files July 2014.zip	SCATs Data - Intersection of Hume Hwy and Queen St (TCS 1358)
INFO DOC - 0268	INFO DOC - 0268 TCS 1456 Files July 2014.zip	SCATs Data - Intersection of Underwood Rd and Pomeroy St(TCS 1456)
INFO DOC - 0269	INFO DOC - 0269 TCS 1881 Files July 2014.zip	SCATs Data - Intersection of Gordon St and Trafalgar St (TCS 1881)
INFO DOC - 0270	INFO DOC - 0270 TCS 2124 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Tebbutt St (TCS 2124)
INFO DOC - 0271	INFO DOC - 0271 TCS 2340 Files July 2014.zip	SCATs Data - Intersection of Concord Rd and Sydney St (TCS 2340)
INFO DOC - 0272	INFO DOC - 0272 TCS 2505 Files July 2014.zip	SCATs Data - Intersection of Arthur St and Centenary Dr (TCS 2505)
INFO DOC - 0273	INFO DOC - 0273 TCS 2896 Files July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr and M4 WB (TCS 2896)
INFO DOC - 0274	INFO DOC - 0274 TCS 3034 Files July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr and M4 EB On- Ramp (TCS 3034)
INFO DOC - 0275	INFO DOC - 0275 TCS 3547 Files July 2014.zip	SCATs Data - Intersection of Ramsay St and Marion St (TCS 3547)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0276	INFO DOC - 0276 3_Underwood Rd, east of Homebush Bay Dr (Eastbound).xls	Automatic Traffic Counter Survey Results - Underwood Road Eastbound, East of Homebush Bay Drive (22 November 2012 to 5 December 2012)
INFO DOC – 0277	INFO DOC - 0277 3_Underwood Rd, east of Homebush Bay Dr (Westbound).xls	Automatic Traffic Counter Survey Results - Underwood Road Westbound, East of Homebush Bay Drive (22 November 2012 to 28 November 2012)
INFO DOC – 0278	INFO DOC - 0278 4_Parramatta Rd, east of Homebush Bay Dr (Eastbound).xls	Automatic Traffic Counter Survey Results - Parramatta Road Eastbound, East of Homebush Bay Drive (22 November 2012 to 28 November 2012)
INFO DOC – 0279	INFO DOC - 0279 4_Parramatta Rd, east of Homebush Bay Dr (Westbound).xls	Automatic Traffic Counter Survey Results - Underwood Road Westbound, East of Homebush Bay Drive (4 April 2012 to 10 December 2012)
INFO DOC – 0280	INFO DOC - 0280 Tube Counts in Stage 1B area.xls	Tube Counts on Queens Road, between William Street and Coonardoo Close (3 December 2012)
INFO DOC – 0281	INFO DOC - 0281 CountsForMesoModel.pdf	Locations of Intersection Counts and Tube Counts (July 2014)
INFO DOC – 0282	INFO DOC - 0282 197934_Draft biodiversity report_existing environment.pdf	GHD - Flora and Fauna Impact Assessment (July 2014)
INFO DOC – 0283	INFO DOC – 0283 Draftv3_Surface_Water_Existing_Environment.pdf	GHD Specialist Report – Surface Water: Water Quality, Soil & Water (July 2014)
INFO DOC – 0284	INFO DOC - 0284 198007_draft soil and land contamination report_existing environment.pdf	GHD - Soil and Land Contamination (desk study), Draft (July 2014)
INFO DOC – 0285	INFO DOC – 0285 Hydrogeology_Report_RevB_Existing_Environment_Only.pdf	GHD - Groundwater Impact Assessment (July 2014)
INFO DOC – 0286	INFO DOC - 0286 Agency Letters.pdf	Agency Letters - Request for Input into DGR (19 December 2013)
INFO DOC – 0287	INFO DOC – 0287 G001_Heritage_DDP_140728.pdf	AECOM - M4 East Heritage and Archaeological Studies (July 2014)
INFO DOC – 0288	INFO DOC - 0288 Homebush Bay Drive - Geotechnical and Environmental Investigation Report.pdf	Parsons Brinckerhoff – Homebush Bay Drive SB Links - Geotech and Env Report (December 2012)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0289	INFO DOC - 0289 NSRU-1953-GE-111003.C.EXSUB.pdf	NSRU DJV - Design Report - Design Package DP11.1 Geotechnical Interpretive Report - Northern Sydney Freight Corridor, North Strathfield Rail Underpass - Detailed Design, Rev C, (20 December 2013)
INFO DOC - 0290	INFO DOC - 0290 M4 East Existing Boreholes.xls	List of existing M4 East Boreholes (July 2014)
INFO DOC - 0291	INFO DOC - 0291 Connell Wagner- M4 East Geotechnical Investigation Report.pdf	M4 East Motorway Options Study - Geotechnical Investigation Report, Rev 1 (June 2005)
INFO DOC - 0292	INFO DOC - 0292 Coffey_WM_Appendix A - Logs and Core Photos.pdf	Coffey Geotechnics - Sydney Metro Detailed Geotech Investigation - WM1 Series (September 2009)
INFO DOC - 0293	INFO DOC - 0293 BH3103 Borehole Logs WEST.pdf	Douglas Partners - Sydney Metro Stage 2 Borehole Logs, BH3103 (10 June 2010)
INFO DOC - 0294	INFO DOC - 0294 BH3103 Core Photos WEST.pdf	Douglas Partners - Sydney Metro Stage 2 Core Photos, BH3103 (10 June 2010)
INFO DOC - 0295	INFO DOC - 0295 140312_2005 Connell Wagner M4 East options study report rev 7.ags	Connell Wagner M4 East Options Study Report, GINT file format for borehole locations - Rev 7 (2005)
INFO DOC - 0296	INFO DOC - 0296 WestConnex M4 East Proposed Geotech Investigation and existing data - JULY 2014_REDACTED.pdf	WestConnex M4 East Geotech Investigation (July 2014)
INFO DOC - 0297	INFO DOC - 0297 SMP207_M4East_M4South Interface_map_v3.pdf	M4 East and M4 South interface diagram (July 2014)
INFO DOC - 0298	INFO DOC - 0298 SLR - M4 East Noise Logging Summary, August, 2014.pdf	WestConnex M4 East Noise Logging Summary (August 2014)
INFO DOC - 0299	INFO DOC - 0299 Lyall & Associates - Flooding and Drainage Investigation, Vol 1 Main Report, July 2014.pdf	Lyall & Associates - Flooding and Drainage Investigation, Vol 1 Main Report (July 2014)
INFO DOC - 0300	INFO DOC - 0300 Lyall & Associates - Flooding and Drainage Investigation, Vol 2 Figures, July 2014.pdf	Lyall & Associates - Flooding and Drainage Investigation, Vol 2 Figures (July 2014)
INFO DOC - 0301	INFO DOC - 0301 197487_Surface Water_ExistingEnv.pdf	M4 Motorway Travel Time Survey (2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0302	INFO DOC - 0302 Travel Time Survey 2014.pdf	GHD WestConnex M4 East EIS Surface Water: Water Quality, Soil & Water (August 2014)
INFO DOC – 0303	INFO DOC – 0303 12AM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for AM Peak in 2012 (31 July 2014)
INFO DOC – 0304	INFO DOC – 0304 12AWT_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for Average Weekly Traffic in 2012 (31 July 2014)
INFO DOC – 0305	INFO DOC – 0305 12PM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for PM Peak in 2012 (31 July 2014)
INFO DOC – 0306	INFO DOC – 0306 21AM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for AM Peak in 2021 (16 May 2014)
INFO DOC – 0307	INFO DOC – 0307 21AM_M4E-R.pdf	Strategic Model Traffic Volume Options - Indicative Concept for M4 East for AM Peak in 2021 (16 May 2014)
INFO DOC – 0308	INFO DOC – 0308 21AWT_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for Average Weekly Traffic in 2021 (16 May 2014)
INFO DOC – 0309	INFO DOC – 0309 21AWT_M4E-R.pdf	Strategic Model Traffic Volume Options - Indicative Concept for M4 East for Average Weekly Traffic in 2021 (16 May 2014)
INFO DOC – 0310	INFO DOC – 0310 21PM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for PM Peak in 2021 (16 May 2014)
INFO DOC – 0311	INFO DOC – 0311 21PM_M4E-R.pdf	Strategic Model Traffic Volume Options - Indicative Concept for M4 East for PM Peak in 2021 (16 May 2014)
INFO DOC – 0312	INFO DOC – 0312 31AM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for AM Peak in 2031 (31 July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0313	INFO DOC – 0313 31AM_WCX.pdf	Strategic Model Traffic Volume Options - Indicative Concept for WestConnex for AM Peak in 2031 (31 July 2014)
INFO DOC – 0314	INFO DOC – 0314 31AWT_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for Average Weekly Traffic in 2031 (31 July 2014)
INFO DOC – 0315	INFO DOC – 0315 31AWT_WCX.pdf	Strategic Model Traffic Volume Options - Indicative Concept for WestConnex for Average Weekly Traffic in 2031 (31 July 2014)
INFO DOC – 0316	INFO DOC – 0316 31PM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for PM Peak in 2031 (31 July 2014)
INFO DOC – 0317	INFO DOC – 0317 31PM_WCX.pdf	Strategic Model Traffic Volume Options - Indicative Concept for WestConnex for PM Peak in 2031 (31 July 2014)
INFO DOC – 0318	INFO DOC - 0318 2021_Concord Oval Ramps Option_AM Peak.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for AM Peak in 2021 (6 August 2014)
INFO DOC – 0319	INFO DOC - 0319 2021_Concord Oval Ramps Option_Daily Traffic.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for Daily Traffic in 2021 (6 August 2014)
INFO DOC – 0320	INFO DOC - 0320 2021_Concord Oval Ramps Option_PM Peak.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for PM Peak in 2021 (6 August 2014)
INFO DOC – 0321	INFO DOC - 0321 2031_Concord Oval Ramps Option_AM Peak.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for AM Peak in 2031 (6 August 2014)
INFO DOC – 0322	INFO DOC - 0322 2031_Concord Oval Ramps Option_Daily Traffic.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for Daily Traffic in 2031 (6 August 2014)
INFO DOC – 0323	INFO DOC - 0323 2031_Concord Oval Ramps Option_PM Peak.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for PM Peak in 2031 (6 August 2014)
INFO DOC – 0324	INFO DOC – 0324 2021_No City West Ramps Option_AM Peak.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for AM Peak in 2021 (6 August 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0325	INFO DOC – 0325 2021_No City West Ramps Option_Daily Traffic.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for Average Daily Traffic in 2021 (6 August 2014)
INFO DOC – 0326	INFO DOC – 0326 2021_No City West Ramps Option_PM Peak.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for PM Peak in 2021 (6 August 2014)
INFO DOC – 0327	INFO DOC – 0327 2031_No City West Ramps Option_AM Peak.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for AM Peak in 2031 (6 August 2014)
INFO DOC – 0328	INFO DOC – 0328 2031_No City West Ramps Option_Daily Traffic.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for Average Daily Traffic in 2031 (6 August 2014)
INFO DOC – 0329	INFO DOC – 0329 2031_No City West Ramps Option_PM Peak.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for PM Peak in 2031 (6 August 2014)
INFO DOC – 0330	INFO DOC – 0330 2021_M4 East Only Sloane Street Option_AM Peak.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for AM Peak in 2021 (6 August 2014)
INFO DOC – 0331	INFO DOC – 0331 2021_M4 East Only Sloane Street Option_Daily Volumes.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for Daily Volumes in 2021 (6 August 2014)
INFO DOC – 0332	INFO DOC – 0332 2021_M4 East Only Sloane Street Option_PM Peak.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for PM Peak in 2021 (6 August 2014)
INFO DOC – 0333	INFO DOC – 0333 2031_Full WestConnex Sloane Street Option_AM Peak.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for AM Peak in 2031 (6 August 2014)
INFO DOC – 0334	INFO DOC – 0334 2031_Full WestConnex Sloane Street Option_Daily Volumes.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for Daily Volumes in 2031 (6 August 2014)
INFO DOC – 0335	INFO DOC – 0335 2031_Full WestConnex Sloane Street Option_PM Peak.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for PM Peak in 2031 (6 August 2014)
INFO DOC – 0336	INFO DOC - 0336 RFT Attachment F Information Documents Register v1 20140808.xlsm	RFT Attachment F – Information Documents Register (Excel version 1) (8 August 2014)
INFO DOC – 0337	INFO DOC - 0337 TCS 16 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Flood St, West St: Lewisham (TCS 16) (24 July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0338	INFO DOC - 0338 TCS 18 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Sloane St: Summer Hill (TCS 18) (24 July 2014)
INFO DOC - 0339	INFO DOC - 0339 TCS 32 Files 24 July 2014.zip	SCATS Data - Intersection of Wattle St, Ramsay St: Haberfield (TCS 32) (24 July 2014)
INFO DOC - 0340	INFO DOC - 0340 TCS 38 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Bland St: Ashfield (TCS 38) (24 July 2014)
INFO DOC - 0341	INFO DOC - 0341 TCS 58 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Great North Rd: Five Dock (TCS 58) (24 July 2014)
INFO DOC - 0342	INFO DOC - 0342 TCS 70 Files 24 July 2014.zip	SCATS Data - Intersection of Liverpool St, Parramatta Rd: Summer Hill (TCS 70) (24 July 2014)
INFO DOC - 0343	INFO DOC - 0343 TCS 83 Files 24 July 2014.zip	SCATS Data - Intersection of Great North Rd, Ramsay St, First Ave: Five Dock (TCS 83) (24 July 2014)
INFO DOC - 0344	INFO DOC - 0344 TCS 93 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Crystal St: Petersham (TCS 93) (24 July 2014)
INFO DOC - 0345	INFO DOC - 0345 TCS 106 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Croydon Rd, Arlington St: Five Dock (TCS 106) (24 July 2014)
INFO DOC - 0346	INFO DOC - 0346 TCS 127 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Harris Rd: Five Dock (TCS 127) (24 July 2014)
INFO DOC - 0347	INFO DOC - 0347 TCS 140 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Dalhousie St: Haberfield (TCS 140) (24 July 2014)
INFO DOC - 0348	INFO DOC - 0348 TCS 143 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Norton St: Leichhardt (TCS 143) (24 July 2014)
INFO DOC - 0349	INFO DOC - 0349 TCS 467 Files 24 July 2014.zip	SCATS Data - Intersection of Great North Rd, Lyons Rd West: Five Dock (TCS 467) (24 July 2014)
INFO DOC - 0350	INFO DOC - 0350 TCS 577 Files 24 July 2014.zip	SCATS Data - Intersection of Ramsay St, Fairlight St: Five Dock (TCS 577) (24 July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0351	INFO DOC - 0351 TCS 578 Files 24 July 2014.zip	SCATS Data - Intersection of Great North Rd, Queens Rd, Fairlight St: Five Dock (TCS 578) (24 July 2014)
INFO DOC – 0352	INFO DOC - 0352 TCS 618 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Frederick St, Wattle St: Ashfield (TCS 618) (24 July 2014)
INFO DOC – 0353	INFO DOC - 0353 TCS 822 Files 24 July 2014.zip	SCATS Data - Intersection of Concord Rd, Patterson St: North Strathfield (TCS 822) (24 July 2014)
INFO DOC – 0354	INFO DOC - 0354 TCS 826 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Shaftesbury Rd: Burwood (TCS 826) (24 July 2014)
INFO DOC – 0355	INFO DOC - 0355 TCS 827 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Burwood Rd: Burwood (TCS 827) (24 July 2014)
INFO DOC – 0356	INFO DOC - 0356 TCS 828 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Broughton St: Burwood (TCS 828) (24 July 2014)
INFO DOC – 0357	INFO DOC - 0357 TCS 830 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Wentworth Rd: Strathfield (TCS 830) (24 July 2014)
INFO DOC – 0358	INFO DOC - 0358 TCS 831 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Mosely St: Strathfield (TCS 831) (24 July 2014)
INFO DOC – 0359	INFO DOC - 0359 TCS 832 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, M4 Mwy: Strathfield (TCS 832) (24 July 2014)
INFO DOC – 0360	INFO DOC - 0360 TCS 833 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Leicester Ave, Concord Rd: Strathfield (TCS 833) (24 July 2014)
INFO DOC – 0361	INFO DOC - 0361 TCS 836 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Knight St: Homebush (TCS 836) (24 July 2014)
INFO DOC – 0362	INFO DOC - 0362 TCS 837 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Underwood Rd: Homebush (TCS 837) (24 July 2014)
INFO DOC – 0363	INFO DOC - 0363 TCS 838 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Park Rd: Homebush (838) (24 July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0364	INFO DOC - 0364 TCS 839 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Bridge St: Homebush (TCS 839) (24 July 2014)
INFO DOC - 0365	INFO DOC - 0365 TCS 881 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Marlborough Rd: Homebush (TCS 881) (24 July 2014)
INFO DOC - 0366	INFO DOC - 0366 TCS 1034 Files 24 July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr, M4 E/B Off Ramp: Homebush West (TCS 1034) (24 July 2014)
INFO DOC - 0367	INFO DOC - 0367 TCS 1040 Files 24 July 2014.zip	SCATS Data - Intersection of Liverpool Rd, Milton St, Frederick St: Ashfield (TCS 1040) (24 July 2014)
INFO DOC - 0368	INFO DOC - 0368 TCS 1456 Files 24 July 2014.zip	SCATS Data - Intersection of Underwood Rd, Pomeroy St: Homebush (TCS 1456) (24 July 2014)
INFO DOC - 0369	INFO DOC - 0369 TCS 2124 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Tebbutt St: Lewisham (TCS 2124) (24 July 2014)
INFO DOC - 0370	INFO DOC - 0370 TCS 2340 Files 24 July 2014.zip	SCATS Data - Intersection of Concord Rd, Sydney St: North Strathfield (TCS 2340) (24 July 2014)
INFO DOC - 0371	INFO DOC - 0371 TCS 2505 Files 24 July 2014.zip	SCATS Data - Intersection of Centenary Dr, Arthur St: Homebush West (TCS 2505) (24 July 2014)
INFO DOC - 0372	INFO DOC - 0372 TCS 2896 Files 24 July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr, M4 W/B On Ramp, M4 W/B Off Ramp: Homebush West (TCS 2896) (24 July 2014)
INFO DOC - 0373	INFO DOC - 0373 TCS 3034 Files 24 July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr, M4 E/B On Ramp, Sherman St: Homebush West (TCS 3034) (24 July 2014)
INFO DOC - 0374	INFO DOC - 0374 Westconnex TCS Design Plans.zip	WestConnex TCS Design Plans (which correspond to SCATS Data located in INFO DOC - 0337 to 0373) (August 2014)
INFO DOC - 0375	INFO DOC - 0375 Eig Constructability report Wattle St Rev 1.pdf	EIG Constructability Draft Report - M4 East 1B Wattle Street (30 May 2014)
INFO DOC - 0376	INFO DOC - 0376 EIG M4 East Constructability Report, April 2014.pdf	EIG Constructability Report - M4 East (April 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0377	INFO DOC - 0377 Eig Report M4 East Eastern Portals.pdf	EIG Constructability Report - M4 East 1B Eastern Portals (July 2014)
INFO DOC - 0378	INFO DOC - 0378 Eig Report MidPoint Drive site.pdf	EIG Constructability Report - M4 East 1B Tunnelling Strategy and Midpoint Drive Site (July 2014)
INFO DOC - 0379	INFO DOC - 0379 mid tunnel access strategic concept.dgn	Mid Tunnel Access Strategic Concept Design (August 2014)
INFO DOC - 0380	INFO DOC - 0380 northern mid tunnel access.pdf	M4 East Draft Design Northern Tunnel Access (August 2014)
INFO DOC - 0381	INFO DOC - 0381 Tunnelling Options rev 2.pdf	EIG Constructability Report - M4 East 1B Tunnelling Strategy and Midpoint Drive Site Appendix - Tunnelling Options Rev. 2 (July 2014)
INFO DOC - 0382	INFO DOC - 0382 WestConnex M4 East - RFT - Native Files.zip	WestConnex M4 East Request for Tender Native Files (Word Version) (August 2014)
INFO DOC - 0383	INFO DOC - 0383 WestConnex M4 East - SWTC - RFT- Native Files.zip	WestConnex M4 East Request for Tender - Exhibit A Scope of Works and Technical Criteria Native Files (Word Version) (August 2014)
INFO DOC - 0384	INFO DOC - 0384 20140811 11700 WXC ST1B - RFT Document Roadmap Info Doc.pdf	WestConnex M4 East RFT Document Road Map (August 2014)
INFO DOC - 0385	INFO DOC - 0385 Draft Environment and Sustainability Policy_DRAFT July2014.pdf	WestConnex Environment and Sustainability Policy - Draft
INFO DOC - 0386	INFO DOC - 0386 transport-environment policy- framework.pdf	TfNSW - Transport Environment and Sustainability Policy Framework, June 2013
INFO DOC - 0387	INFO DOC - 0387 WestConnex Urban Design Framework_DRAFT October 2013.pdf	WestConnex Motorway Urban Design Framework - WestConnex - "City Shaping Infrastructure", Draft (October 2013)
INFO DOC - 0388	INFO DOC - 0388 MMD-317494-C-SK-SD-KK- 1000.dgn	Shaftsbury Ramps Option, Sketch, dgn file (July 2014) - Re-issue of INFO DOC - 0174 due to file corruption
INFO DOC - 0389	INFO DOC - 0389 20140811 M4 East - Tender Briefing Presentation1 - Final.pdf	M4 East Tender Briefing Presentation (held 12 August 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0390	INFO DOC - 0390 WestConnex M4 East Design and Construct (D&C) Deed (1).DOCX	WestConnex M4 East Design and Construct (D&C) Deed (August 2014)
INFO DOC - 0391	INFO DOC - 0391 WestConnex M4 East D&C Deed - Schedules.DOCX	WestConnex M4 East Design and Construct (D&C) Deed Schedules (August 2014)
INFO DOC - 0392	INFO DOC - 0392 M4 East Existing Boreholes.xls	List of existing M4 East Boreholes (July 2014) - Re-issue of INFO DOC - 0290 due to file corruption
INFO DOC - 0393	INFO DOC - 0393 Base Case Option.zip	WestConnex M4 East Base Case Option Stage 1 - Revised 2D model and sketches (August 2014)
INFO DOC - 0394	INFO DOC - 0394 Hawthorne Canal Option.zip	WestConnex M4 East Hawthorne Canal Option Stage 1 - Revised 2D model and sketches (August 2014)
INFO DOC - 0395	INFO DOC - 0395 M4East_SummaryofRelevantLabTesting_1_25072014.pdf	M4 East Summary of Existing Geotechnical Laboratory Data - Data set 1 (August 2014)
INFO DOC - 0396	INFO DOC - 0396 M4East_SummaryofRelevantLabTesting_2_25072014.pdf	M4 East Summary of Existing Geotechnical Laboratory Data - Data set 2 (August 2014)
INFO DOC - 0397	INFO DOC - 0397 Draft Guide Signposting Strategy M4 East Scope Of Work.pdf	Draft Guide for Signposting Strategy - M4 East Scope Of Works (August 2014)
INFO DOC - 0398	INFO DOC - 0398 M4 East Draft Signage Package.zip	M4 East Draft Signage Package of files (August 2014)
INFO DOC - 0399	INFO DOC - 0399 AP-R341 09 Freeway Design Parameters for Fully Managed Operations.pdf	Austrroads Research Report - Freeway Design Parameters for Fully Managed Operations (December 2009)
INFO DOC - 0400	INFO DOC - 0400 Freeway ramp signals handbook _ VicRoads.pdf	VicRoads - Information on Freeway Ramp Signals Handbook (webpage extract) (25 July 2014)
INFO DOC - 0401	INFO DOC - 0401 FreewayRampSignalsHandbook_Intro_WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Introduction (July 2013)
INFO DOC - 0402	INFO DOC - 0402 FreewayRampSignalsHandbook_Ch01_WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 1 - Safe, Reliavle and Efficient Freeway Operation (July 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0403	INFO DOC – 0403 FreewayRampSignalsHandbook_Ch02_ WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 3 - Principles of Freeway Ramp Metering (July 2013)
INFO DOC – 0404	INFO DOC – 0404 FreewayRampSignalsHandbook_Ch03_ WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 3 - Principles of Freeway Ramp Metering (July 2013)
INFO DOC – 0405	INFO DOC - 0405 FreewayRampSignalsHandbook_Ch04_ WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 4 - Criteria for Provision of Freeway Ramp Signals (July 2013)
INFO DOC – 0406	INFO DOC – 0406 FreewayRampSignalsHandbook_Ch05_ WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 5 - Freeway Traffic Data (July 2013)
INFO DOC – 0407	INFO DOC – 0407 FreewayRampSignalsHandbook_Ch06_ WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 6 - Design of Ramp Signal Installations (July 2013)
INFO DOC – 0408	INFO DOC – 0408 FreewayRampSignalsHandbook_Ch07_ WEB.pdf	VicRoads- Freeway Ramp Signals Handbook (webpage extract) - Chapter 7 - Operation of Ramp Signals (July 2013)
INFO DOC – 0409	INFO DOC – 0409 FreewayRampSignalsHandbook_Ch08_ WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 8 - Arterial Road Access Management (July 2013)
INFO DOC – 0410	INFO DOC – 0410 FreewayRampSignalsHandbook_Appendices_ WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Appendices (July 2013)
INFO DOC – 0411	INFO DOC - 0411 02.1563 M4 Node Location Diagrams (M4W_M4 Nodes 1 & 2).pdf	M4 Node Location Diagrams (M4W_M4 Nodes 1 & 2) (August 2014)
INFO DOC – 0412	INFO DOC - 0412 03.03.01.01.03 Scope and Performance Requirements RFT- Addendum 7.pdf	WestConnex Design and Construction of M4 Widening - Exhibit A - Scope and Performance Requirements (August)
INFO DOC – 0413	INFO DOC - 041303.03.01.22.03 Appendix D08 RFT - Addendum 8.pdf	WestConnex Design and Construction of M4 Widening - Exhibit A - Scope and Performance Requirements - Appendix D08 ITS Performance and Design Requirements

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0414	INFO DOC - 0414 20140715 M4 East RFT Schedule 4 Description of Services.pdf	M4 East Geotechnical Site Investigation between Homebush and Haberfield - Request for Tender (15 July 2014)
INFO DOC - 0415	INFO DOC - 0415 140715 M4 East Bhs labelled with program dates.pdf	M4 East Bore Holes Labelled with Program Dates (15 July 2014)
INFO DOC - 0416	INFO DOC - 0416 140715 M4 East Proposed BHS - Timing and Priority Schedule.xls	M4 East Proposed Bore Holes - Timing and Priority Schedules (15 July 2014)
INFO DOC - 0417	INFO DOC - 0417 M4 East Utility Services.zip	M4 East Utility Services for Concord Road Interchange, Wattle Street and Dobroyd Parade and Wattle Street Interchange (13 November 2013)
INFO DOC - 0418	INFO DOC - 0418 M4 East Indicative Concept Model	M4 East Visualisation of Indicative Concept Model (Fly Through shown in Interactive Session 1) (29 August 2014)
INFO DOC - 0419	INFO DOC - 0419 Tunnel Design Guideline draft for discussion.pdf	RMS for Urban Design - Draft Tunnel Guidelines (March 2014)
INFO DOC - 0420	INFO DOC - 0420 Survey Marks Information.zip	M4 East Survey Marks Information (21 August 2014)
INFO DOC - 0421	INFO DOC - 0421 Appendix K Leightons IP Concept Work.pdf	WestConnex IPDT (WestConnex Business Case) Leightons Construction Staging Diagrams (Appendix K) (30 April 2013)
INFO DOC - 0422	INFO DOC - 0422 M4 East Draft Community Consultation Framework - July 2014.pdf	M4 East Draft Community Consultation Framework (July 2014)
INFO DOC - 0423	INFO DOC - 0423 Indicative concept property schedule and plans 140729.xlsx.pdf	M4 East Indicative Concept Property Schedule and Plans (29 July 2014)
INFO DOC - 0424	INFO DOC - 0424 OMCS Interactive Session - Additional Information.pdf	OMCS Interactive Session 17 September 2014 - Additional Information (9 September 14)
INFO DOC - 0425	INFO DOC - 0425 WDA M4 East Geotechnical Investigations Scope.zip	WDA M4 East Geotechnical Investigations Scope Files (9 September 2014)
INFO DOC - 0426	INFO DOC - 0426 WestConnex_Geocoded.xlsx	M4 Motorway Travel Time Survey revised with GIS co-ordinates (September 2014)
INFO DOC - 0427	INFO DOC - 0427 WestConnex M4 East - RFT Addendum 1 - Word.zip	WestConnex M4 East RFT Addendum 1 - Word Files (August 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0428	INFO DOC - 0428 WestConnex M4 East - RFT Addendum 2 - Word.zip	WestConnex M4 East RFT Addendum 2 - Word Files (August 2014)
INFO DOC - 0429	INFO DOC - 0429 RFT Attachment F Information Documents Register v2 20140911.xlsx	RFT Attachment F - Information Documents Register (Excel version 2) (11 September 2014)
INFO DOC - 0430	INFO DOC - 0430 M4 Widening Geotechnical Information.zip	M4 Widening Geotechnical Information (September 2014)
INFO DOC - 0431	INFO DOC - 0431 WestConnex M4 East- Project Deed and Schedules - REDACTED DRAFT 11 September 2014 Native Files.zip	M4 East Project Deed and Schedules - Redacted Draft - Native Files (11 September 2014)
INFO DOC - 0432	INFO DOC - 0432 WestConnex M4 East Project Deed and Schedules REDACTED DRAFT 11 September 2014 PDF Version.zip	M4 East Project Deed and Schedules - Redacted Draft - PDF Files (11 September 2014)
INFO DOC - 0433	INFO DOC - 0433 Contract 2 - DSI M4E - RFT version.pdf	M4 East Tolling Roadside Contract (28 August 2014)
INFO DOC - 0434	INFO DOC - 0434 SWTC 2 - DSI M4E - RFT version.pdf	M4 East Tolling Roadside Systems (28 August 2014)
INFO DOC - 0435	INFO DOC - 0435 20140915 WestConnex M4 East RFT Documents Addendum 2 Track Changes.zip	M4 East RFT Addendum 2 Word Files with Track Changes (15 September 2014)
INFO DOC - 0436	INFO DOC - 0436 Douglas Partners - 3103 Series Borehole Logs - Testing Reports (Folder)	WestConnex M4 East Douglas Partners 3103 Series Borehole Logs - Testing Reports (issued 17 September 2014)
INFO DOC - 0437	INFO DOC - 0437 WestConnex M4 East Flooding Models (Folder)	WestConnex M4 East Flooding and Drainage Investigation Hydrologic and Hydraulic Models (issued 17 September 2014)
INFO DOC - 0438	INFO DOC - 0438 OMCS Interactive Session Additional Information.pdf	OMCS Interactive Session 17 September 2014 - Additional Information (16 September 14)
INFO DOC - 0439	INFO DOC - 0439 WestConnex M4 Tolling Roadside Industry Briefing v5(Final).pdf	WestConnex M4 Tolling Road Side Industry Briefing held 3 September 2014 (3 September 14)
INFO DOC - 0440	INFO DOC - 0440 WestConnex M4 East Additional Survey Files Wattle Street and City West.zip	M4 East Additional Survey Files or Wattle Street/City West (18 September 2014)
INFO DOC - 0441	INFO DOC - 0441 M4 East WAE Bridge drawings.zip	M4 East WAE Bridge Drawings (September 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0442	INFO DOC - 0442 WestConnex M4 East Geotechnical Data - Week 1 results.zip	M4 East Geotechnical Investigation - Week 1 Results (18 September 2014)
INFO DOC – 0443	INFO DOC - 0443 M4 East Bridge Drawings - not WAE	M4 East Bridge Drawings which are NOT WAE (September 2014)
INFO DOC – 0444	INFO DOC - 0444 Copy of PEL1_26May - 31Aug14_all.xls	M4 East Air Quality Monitoring Data from Wattle Street Monitoring Station from 26 May - 31 August 2014 (19 September 2014)
INFO DOC – 0445	INFO DOC - 0445 WestConnex M4 East Geotechnical Data - Week 2 results.zip	M4 East Geotechnical Investigation - Week 2 Results (22 September 2014)
INFO DOC – 0446	INFO DOC - 0446 Preliminary Geotechnical Information from Borehole BH253.zip	Preliminary Geotechnical Information from Borehole BH253 (26 September 2014)
INFO DOC – 0447	INFO DOC - 0447 M4 East Update to WDA Indicative Concept Design.pdf	"WestConnex – M4 East – Update to WDA Indicative Concept Design - Adjustment to on-ramps
INFO DOC – 0448	INFO DOC - 0448 Additional M4 East WAE and Not WAE Bridge Drawings.zip	M4 East Additional Bridge Drawings - WAE and Not WAE (26 September 2014)
INFO DOC – 0449	INFO DOC - 0449 Additional Traffic Movements Parramatta Road from M4 East Westbound Exit.pdf	Additional Traffic Movements - Parramatta Road from M4 East Westbound Exit (26 September 2014)
INFO DOC – 0450	INFO DOC - 0450 M4 East Summary of Modelled Existing Intersection Movements.zip	M4 East Summary of Modelled Existing Intersection Movements (26 September 2014)
INFO DOC – 0451	INFO DOC - 0451 Managed Motorways Storage requirement sketches.pdf	M4 East Managed Motorways Storage requirements sketches (29 September 2014)
INFO DOC – 0452	INFO DOC - 0452 M4 East Addendum 3 and 4 Track Changed Tender Documents.zip	WestConnex M4 East Addendum 3 and 4 Track Changed Documents (30 September 2014)
INFO DOC – 0453	INFO DOC - 0453 WestConnex M4 East Geotechnical Data - Week 3 results.zip	M4 East Geotechnical Investigation - Week 3 Results (1 October 2014)
INFO DOC – 0454	INFO DOC - 0454 20141001 M4 East - Information Document - Traffic Data Guidance.pdf	WestConnex M4 East Note to Tenderers - Traffic Data Guidance (1 October 2014)
INFO DOC – 0455	INFO DOC - 0455 - D&C Deed (Addendum 5).zip	WestConnex M4 East D&C deed and Schedules issued under Addendum 5 - Word Version and Track Changed PDF (3 October 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0456	INFO DOC - 0456 -Jemena Third Party Agreement.xps	Form Jemena Agreement.
INFO DOC – 0457	INFO DOC - 0457 - 610.13569 M4 East Noise Logging Summary (additional) 20140930.pdf	WestConnex M4 East Noise Logging Summary - Additional Locations (30 September 2014)
INFO DOC – 0458	INFO DOC - 0458 - Pavement Details.zip	WestConnex M4 East Details of Pavement segments on Great Western Highway, Wattle Street and Concord Road (3 October 2014)
INFO DOC – 0459	INFO DOC - 0459 20141002 M4 East Contamination Program.zip	WestConnex M4 East Contamination Fieldwork Program (3 October 2014)
INFO DOC – 0460	INFO DOC - 0460 WestConnex M4 East Geotechnical Data - Week 4 results.zip	M4 East Geotechnical Investigation - Week 4 Results (7 October 2014)
INFO DOC – 0461	INFO DOC - 0461 WestConnex M4 East Survey under Bridges at Hawthorne Canal.zip	WestConnex M4 East Survey under bridges at Hawthorne Canal (8 October 2014)
INFO DOC – 0462	INFO DOC - 0462 WestConnex M4 East Light Rail Station Design Files.zip	WestConnex M4 East Light Rail Station Design Files (8 October 2014)
INFO DOC – 0463	INFO DOC - 0463 M4 East Pavement Details.zip	WestConnex M4 East Details of Pavement segments on Great Western Highway, Wattle Street, Concord Road and M4 Motorway (10 October 2014)
INFO DOC – 0464	INFO DOC - 0464 141009 a - Alternative_Hawthorne Canal to Flood St - Stage 1_draft 01.pdf	WestConnex M4 East alternative design for Hawthorne Canal to Flood Street Stage 1 (10 October 2014)
INFO DOC – 0465	INFO DOC - 0465 20141010 WestConnex M4 East Updated Intersection Movements.zip	WestConnex M4 East Updated Intersection Movements (10 October 2014)
INFO DOC – 0466	INFO DOC - 0466 20141010 WestConnex M4 East 2021 and 2031 Modelled travel Time Data.zip	WestConnex M4 East 2021 and 2031 Modelled Travel Time Data (10 October 2014)
INFO DOC – 0467	INFO DOC - 0467 20141010 WestConnex M4 East 2021 and 2031 Turning Movements without Project.zip	WestConnex M4 East 2021 and 2031 Turning Movements without Project (10 October 2014)
INFO DOC – 0468	INFO DOC - 0468 WestConnex M4 East - Concord Sewer Information.zip	WestConnex M4 East Available information on Sewer at Concord Road (13 October 2014)
INFO DOC – 0469	INFO DOC - 0469 WestConnex M4 East Geotechnical Data - Week 5 results.zip	WestConnex M4 East Geotechnical Investigation - Week 5 Results (13 October 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0470	INFO DOC - 0470 M4 East Additional Noise Logging Information - Base Case and Hawthorne Options.zip	WestConnex M4 East Additional Noise Logging Information - Base Case and Hawthorne Options (13 October 2014)
INFO DOC - 0471	INFO DOC - 0471 WestConnex M4 East - Concord Oval Drawings.zip	WestConnex M4 East - Concord Oval Drawings (14 October 2014)
INFO DOC - 0472	INFO DOC - 0472 20141014 M4 East - Note to Tenderers - FRNSW Update to Tenderers.pdf	WestConnex M4 East - Note To Tenderers - Fire and Rescue New South Wales Update (14 October 2014)
INFO DOC - 0473	INFO DOC - 0473 WestConnex M4 East Contamination Acid Sulphate Soil Assessment Draft Results 1	WestConnex M4 East - Contamination Acid Sulphate Soil Assessment Draft Results 1 (15 October 2014)
INFO DOC - 0474	INFO DOC - 0474 WestConnex M4 East WConnex_SilvRd-NortonSt_2014 - A1L.pdf	WestConnex M4 East - CCTV and VMS locations in vicinity of M4 East - Silverwater Road to Norton Street (15 October 2014)
INFO DOC - 0475	INFO DOC - 0475 WestConnex M4 East Tolling Roadside Contract revised .zip	WestConnex M4 East Tolling Roadside Contract (clean and track changed versions) - Revised (16 October 2014)
INFO DOC - 0476	INFO DOC - 0476 WestConnex M4 East Maintenance Deed and Schedules.zip	WestConnex M4 East Maintenance Deed and Schedules (pdf and native files) (16 October 2014)
INFO DOC - 0477	INFO DOC - 0477 WestConnex M4 East Geotechnical Survey Information.zip	WestConnex M4 East Geotechnical Survey Information (17 October 2014)
INFO DOC - 0478	INFO DOC - 0478 WestConnex M4 Equipment Information.zip	WestConnex M4 Equipment Information (17 October 2014)
INFO DOC - 0479	INFO DOC - 0479 WestConnex M4 East Additional Geotechnical Information.zip	WestConnex M4 East Additional Geotechnical Information (17 October 2014)
INFO DOC - 0480	INFO DOC - 0480 RFT Attachment F Information Documents Register v3 20141017.xlsx	M4 East RFT Attachment F Information Documents Register v3 (17 October 2014)
INFO DOC - 0481	INFO DOC - 0481 WestConnex M4 East Geotechnical Data - Week 6 results.zip	WestConnex M4 East Geotechnical Investigation - Week 6 Results (20 October 2014)
INFO DOC - 0482	INFO DOC - 0482 WestConnex M4 East Addendum 5 and 6 Track Changed Files.zip	WestConnex M4 East Addendum 5 and 6 Track Changed Files (21 October 2014)
INFO DOC - 0483	INFO DOC - 0483 WestConnex - M4 East DC - DC Independent Certifier Deed .zip	"WestConnex M4 East D&C Independent Certifier Deed (Native and PDF files) (23 October 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0484	INFO DOC - 0484 WestConnex M4 East Water Pressure Tests.zip	WestConnex M4 East Geotechnical Information - Water Pressure Tests (23 October 2014)
INFO DOC – 0485	INFO DOC - 0485 M4 East Additional TUFLOW Data.zip	WestConnex M4 East Additional TUFLOW Data (24 October 2014)
INFO DOC – 0486	INFO DOC - 0486 WestConnex M4 East Geotechnical Data - Week 7 results.zip	WestConnex M4 East Geotechnical Investigation - Week 7 Results (28 October 2014)
INFO DOC – 0487	INFO DOC - 0487 WestConnex M4 East Additional Geotechnical Borehole Survey Data.zip	WestConnex M4 East Additional Geotechnical Borehole Survey Data (29 October 2014)
INFO DOC – 0488	INFO DOC - 0488 WestConnex M4 East D&C Deed and Schedules (Addendum 8).zip	WestConnex M4 East D&C Deed and Schedules issued under Addendum 8 - Word Version and Track Changed PDF (31 October 2014)
INFO DOC – 0489	INFO DOC - 0489 WestConnex M4 East Geotechnical Data - Week 8 results.zip	WestConnex M4 East Geotechnical Investigation - Week 8 Results and Survey Information (3 November 2014)
INFO DOC – 0490	INFO DOC - 0490 WestConnex M4 East Contamination Assessment - Sections 1,4, 5 and 6.zip	WestConnex M4 East Geotechnical Investigation Contamination Assessment Draft Results for Section 1,4,5 and 6 (3 November 2014)
INFO DOC – 0491	INFO DOC - 0491 WestConnex M4 East - Location of MCC Site.zip	WestConnex M4 East Location of Motorway Control Centre (4 November 2014)
INFO DOC – 0492	INFO DOC - 0492 WestConnex M4 East - Managed Motorways Drawings.zip	WestConnex M4 East Managed Motorways Drawings - Ramp pit and conduit layout (4 November 2014)
INFO DOC – 0493	INFO DOC - 0493 231740531_5_M4 East Contractor_s Side Deed.zip	WestConnex M4 East Draft Contractor's Side Deed – PDF and Native Files (4 November 2014)
INFO DOC – 0494	INFO DOC - 0494 232022324_4_Draft Motorway Stratum Lease - 28 October 2014.zip	WestConnex M4 East Draft Motorway Stratum Lease – PDF and Native Files (28 October 2014)
INFO DOC – 0495	INFO DOC – 0495 232096799_2_Westconnex - Stage 1B - Independent Certifier Deed (Project Deed level).zip	WestConnex M4 East Draft Independent Certifier Deed – PDF and Native Files (4 November 2014)
INFO DOC – 0496	INFO DOC - 0496 WestConnex M4 East D&C Deed and Schedules (Addendum 8) revised PDFs.zip	WestConnex M4 East D&C Deed and Schedules - Revised Track Changed PDF (5 November 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0497	INFO DOC - 0497 WestConnex M4 East Addendum 7, 8 and 9 Track Changed Files.zip	WestConnex M4 East Addendum 7, 8 and 9 Track Changed Files (7 November 2014)
INFO DOC – 0498	INFO DOC - 0498 WestConnex M4 East Geotechnical Data - Week 9 results.zip	WestConnex M4 East Geotechnical Investigation - Week 9 Results (11 November 2014)
INFO DOC – 0499	INFO DOC - 0499 WestConnex M4 East Additional Contamination Assessment Results.zip	WestConnex M4 East Geotechnical Investigation Additional Contamination Assessment Draft Results (12 November 2014)
INFO DOC – 0500	INFO DOC - 0500 WestConnex M4 East Addendum 10 Track Changed Files.zip	WestConnex M4 East Addendum 10 track Changed Files (13 November 2014)
INFO DOC – 0501	INFO DOC - 0501 WestConnex M4 East Geotechnical Data - Week 10 and Ground Water Results.zip	WestConnex M4 East Geotechnical Investigation - Week 10 and Ground Water Results (17 November 2014)
INFO DOC – 0502	INFO DOC - 0502 231740531_6_M4 East Contractor_s Side Deed	WestConnex M4 East Draft Contractor's Side Deed - Replacement of INFO DOC 0493 – PDF and Native Files (19 November 2014)
INFO DOC – 0503	INFO DOC - 0503 WestConnex M4 East - SWTC Appendix B.14 (System Engineering Management)	M4 East Scope of Works and Technical Criteria Appendix B.14 Requirements for System Engineering Management (20 November 2014)
INFO DOC – 0504	INFO DOC - 0504 D&C Deed and Schedules (WORD and track changed PDF) – Addendum 11 (20 Nov 2014).zip	M4 East D&C Deed and Schedules - Native Clean and PDF Track Changed (20 November 2014)
INFO DOC – 0505	INFO DOC - 0505 M4 East Additional Geotech Survey Information.zip	M4 East Additional Geotechnical Survey Information (20 November 2014)
INFO DOC – 0506	INFO DOC - 0506 WestConnex M4 East Geotechnical Data - Week 11 Results.zip	WestConnex M4 East Geotechnical Investigation - Week 11 (24 November 2014)
INFO DOC – 0507	INFO DOC - 0507 WestConnex M4 East Addendum 11 Track Changed Files.zip	WestConnex M4 East Addendum 11 track Changed Files (24 November 2014)
INFO DOC – 0508	INFO DOC - 0508 M4 East Remediation Action Plan - Allen Street Reserve.zip	WestConnex M4 East Remediation Action Plan for Ismay/Allen Street Reserve (3 December 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0509	INFO DOC - 0509 WestConnex M4 East Addendum 12 Track Changed Files.zip	WestConnex M4 East Addendum 12 Track Changed PDF Files and Native Files (changes to Maintenance Deed based on version issued with Addendum 9) (3 December 2014)
INFO DOC - 0510	INFO DOC - 0510 RFT Attachment F Information Documents Register v4 20141203.xlsx	M4 East RFT Attachment F Information Documents Register v4 (3 December 2014)
INFO DOC - 0511	INFO DOC - 0511 WestConnex M4 East Geotechnical Data - Week 12 and Final Results.zip	WestConnex M4 East Geotechnical Investigation - Week 12 and Final Results (5 December 2014)
INFO DOC - 0512	INFO DOC - 0512 WestConnex M4 East Addendum 12 and 13 Track Changed Files.zip	WestConnex M4 East Addendum 12 and 13 Track Changed PDF Files and Native Files (5 December 2014)
INFO DOC - 0513	INFO DOC - 0513 WestConnex M4 East Geotechnical Data - Week 13 Results.zip	WestConnex M4 East Geotechnical Investigation - Week 13 Results (8 December 2014)
INFO DOC - 0514	INFO DOC - 0514 WestConnex M4 East Geotechnical Data - Core Logs.zip	WestConnex M4 East Geotechnical Investigation - Final Logs (as at Week 12 Results) (11 December 2014)
INFO DOC - 0515	INFO DOC - 0515 WestConnex M4 East Draft Geotechnical Factual Report	WestConnex M4 East Geotechnical Investigation - Geotechnical Factual Draft Report (11 December 2014)
INFO DOC - 0516	INFO DOC - 0516 WestConnex M4 East Addendum 12 and 13 Track Changed Files.	WestConnex M4 East Addendum 12 and 13 Track Changed PDF Files and Native Files (11 December 2014)
INFO DOC - 0517	INFO DOC - 0517 WestConnex M4 East - Draft Project Deed December 2014.zip	WestConnex M4 East Draft Project Deed and Schedules PDF and Native Files - December 2014 (11 December 2014)
INFO DOC - 0518	INFO DOC - 0518 M1-M2 Instrument of Approval.pdf	Northconnex M1-M2 Instrument of Approval (February 2015)
INFO DOC - 0519	INFO DOC - 0519 M1-M2 Instrument of Approval Attachment A.pdf	Northconnex M1-M2 Instrument of Approval Attachment A (February 2015)
INFO DOC - 0520	INFO DOC - 0520 M1-M2 Instrument of Approval Attachment B.pdf	Northconnex M1-M2 Instrument of Approval Attachment B (February 2015)
INFO DOC - 0521	INFO DOC - 0521 M1-M2 Secretary's Environmental Assessment Report.pdf	Northconnex M1-M2 Secretary's Environmental Assessment Report (February 2015)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0522	INFO DOC - 0522 M1-M2 Determination Appendix D.pdf	Northconnex M1-M2 Determination Appendix D (February 2015)
INFO DOC – 0523	INFO DOC - 0523 M1-M2 Determination Appendix E.pdf	Northconnex M1-M2 Determination Appendix E (February 2015)
INFO DOC – 0524	INFO DOC - 0524 RMS Noise Criteria Guideline book 2014.pdf	Noise Criteria Guideline book 2014 (February 2015)
INFO DOC – 0525	INFO DOC - 0525 RMS Noise Mitigation Guideline book 2014.pdf	Noise Mitigation Guideline book 2014 (February 2015)
INFO DOC – 0526	INFO DOC - 0526 20150202 WestConnex M4 East - Indicative Concept Design for Stage 3 connectivity.zip	WestConnex M4 East – Indicative Concept Design for Stage 3 connectivity (February 2015)
INFO DOC – 0527	INFO DOC - 0527 - Bakehouse Quarter - WDA available Information.zip	Bakehouse Quarter - WDA available information (2 February 2015)
INFO DOC – 0528	INFO DOC - 0528 - M4 East Additional Geotechnical Data.zip	M4 East - Additional Geotechnical Data (February 2015)
INFO DOC – 0529	INFO DOC - 0529 WestConnex M4 East Stacey Agnew Ventilation Study Report 20150205.pdf	WestConnex M4 East Stacey Agnew Ventilation Study Report (5 February 2015)
INFO DOC – 0530	INFO DOC - 0530 M4 East Principal Items of Infrastructure - Cycle Paths.zip	WestConnex M4 East Principal Items of Infrastructure – Cycle Paths (6 February 2015)
INFO DOC – 0531	INFO DOC - 0531 M4 East Indicative Concept Design Stage 3 Connectivity - Reference Points.zip	WestConnex M4 East Indicative Concept Design (M4 East to Stage 3 connection) including Reference Points (6 February 2015)
INFO DOC – 0532	INFO DOC - 0532 WestConnex M4 East Addendum 14 Track Changed Files.zip	WestConnex M4 East Addendum 14 Track Changed Files
INFO DOC – 0533	INFO DOC - 0533 RFT Attachment F Information Documents Register v5 20150206.xlsx	M4 East RFT Attachment F Information Documents Register v5 (6 February 2015)
INFO DOC – 0534	INFO DOC - 0534 M4 East Evaluation Interactive 4 - Skills and Employment.pdf	M4 East Evaluation Interactive 4 - Skills and Employment (11 February 2015)
INFO DOC – 0535	INFO DOC - 0535 198007_Draft Soil and Contamination Report_RevC.pdf	M4 East GHD Soil and Land Contamination Assessment (Desk Study) (Draft) (December 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0536	INFO DOC - 0536 204280_Draft Contamination Report with logs.pdf	M4 East GHD Phase II Contamination and Acid Sulphate Soil Investigation and Assessment (Draft) (December 2014)
INFO DOC – 0537	INFO DOC - 0537 MMD-317494-C-SK-SD-DD- M0L0_P1.pdf	M4 East Stage Ultimate Lanes Arrangement at Wattle Street/Parramatta Road (February 2015)
INFO DOC – 0538	INFO DOC - 0538 MMD-317494-C-SK-SD-DD- M0L1_P1 .pdf	M4 East Stage Interim Lanes Arrangement at Wattle Street/Parramatta Road (February 2015)
INFO DOC – 0539	INFO DOC - 0539 2031_AM_Hourly_Vol.pdf	M4 East Total AM Peak Hourly Vehicle Volumes 2031 (February 2015)
INFO DOC – 0540	INFO DOC - 0540 2031_PM_Hourly_Vol.pdf	M4 East Total PM Peak Hourly Vehicle Volumes 2031 (February 2015)
INFO DOC – 0541	INFO DOC - 0541 2031_Tot_Daily_Vol.pdf	M4 East Total Daily Vehicle Volumes 2031 (February 2015)
INFO DOC – 0542	INFO DOC - 0542 Updated Indicative Concept Network Intersection Movements.xls	M4 East Updated Indicative Concept Network Intersection Movements (February 2015)
INFO DOC – 0543	INFO DOC - 0543 M4 East Updated D&C Deed - Track Changed PDF and Native Files.zip	M4 East Updated D&C Deed – Track Changed PDF and Native Files (13 February 2015)
INFO DOC – 0544	INFO DOC - 0544 M4 East Updated Project Deed - Track Changed PDF and Native Files.zip	M4 East Updated Project Deed - Track Changed PDF and Native Files (13 February 2015)
INFO DOC – 0545	INFO DOC - 0545 2031_AM_Hourly_Vol.pdf	M4 East Total AM Peak Hourly Vehicle Volumes 2031 (replaces INFO DOC 0539 which was issued incorrectly) (February 2015)
INFO DOC – 0546	INFO DOC - 0546 WestConnex M4 East Addendum 15 Track Changed Files.zip	WestConnex M4 East Addendum 15 Track Changed Files (13 February 2015)
INFO DOC – 0547	INFO DOC - 0547 M4 East Maintenance of Local Roads Area 1-6.zip	WestConnex M4 East Maintenance of Local Roads during construction within Project Site Areas 1 -6 (February 2015)
INFO DOC – 0548	INFO DOC - 0548 WestConnex Skills and Employment Templates.zip	WestConnex Skills and Employment Templates (February 2015)
INFO DOC – 0549	INFO DOC - 0549 WestConnex M4 East Addendum 16 Track Changed Files.zip	WestConnex M4 East Addendum 16 Track Changed Files (4 March 2015)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 0550	INFO DOC - 0550 WestConnex M4 East Noise Logging Results March 2015.pdf	Results of M4 East Ambient Noise Logging (to be used for EIS assessment) (March 2015)
INFO DOC - 0551	INFO DOC - 0551 westconnex-m4-widening-project-deed.pdf	M4 Widening Project Deed (March 2015)
INFO DOC - 0552	INFO DOC - 0552 westconnex-m4-widening-project-deed-schedules.pdf	M4 Widening Project Deed Schedules (Toll Calculation in Schedule 41A) (March 2015)
INFO DOC - 0553	INFO DOC - 0553 WestConnex M4 East Addendum 17 and 18 Track Changed Files.zip	WestConnex M4 East Addendum 17 and 18 Track Changed Files (11 March 2015)
INFO DOC - 0554	INFO DOC - 0554 RFT Attachment F Information Documents Register v6 20150311.xlsx	M4 East RFT Attachment F Information Documents Register v6 (11 March 2015)
INFO DOC - 0555	INFO DOC - 0555 234048977_2_WestConnex M4 East DC Finance Side Deed (draft 5 February 2015).zip	WestConnex M4 D&C Finance Side Deed (Draft 5 February 2015)
INFO DOC - 0556	INFO DOC - 0556 - Concord Road Intersection Upgrades - LSJH.zip	Parramatta Road / Concord Road Interchange Option B - Version 3 (April 2015)
INFO DOC - 0557	Existing RMS Roads Info.zip	RMS road survey information for the Local Area Road Maintenance
INFO DOC - 0558	INFO DOC - 0558 - Managed Motorway Inforamtion.zip	Managed Motorway Information

SCHEDULE 58

Not Used

SCHEDULE 59

M4 East Excluded Site Condition

(Clause 1.1 definition of "M4 East Excluded Site Condition")

Structures

Structure	Crossing
Homebush Bay Bridge	Crossing M4 Western Motorway
Saleyard Creek Bridge	Crossing Saleyard Creek
Pomeroy Street Pedestrian Bridge	Crossing M4 Western Motorway
Underwood Road Drainage Culvert	Crossing M4 Western Motorway
Underwood Road Bridge	Crossing Underwood Road
M4 Western Motorway Viaduct	Crossing Bakehouse Quarter & Railway Line
Concord Road Bridge	Crossing M4 Western Motorway
Bland Street Pedestrian Bridge	Crossing Parramatta Road

Drainage

Station	Location	Connection
260	Homebush Bay Drive M4 Entry Ramp	Existing drainage network downstream of connection point
270	M4 Western Motorway	Existing drainage network downstream of connection point
300	Homebush Bay Drive M4 Entry Ramp	Existing drainage network downstream of connection point
325	M4 Western Motorway	Existing drainage network downstream of connection point
1415	Short Street	Existing drainage network downstream of connection point
1580	M4 Western Motorway	Existing cross drainage diverted and connected
2285	Sydney Street	Existing drainage network downstream of connection point
2395	Sydney Street	Existing drainage network downstream of connection point
2655	Alexandra Street	Existing drainage network downstream of connection point
6115	Parramatta Road	Existing drainage network downstream of two connection points
6300	Ash Lane	Existing drainage network downstream of connection point

Station	Location	Connection
7200	Loudon Avenue	Existing drainage network downstream of connection point
6300	Bland Street	Sydney Water trunk drainage downstream of connection point
6400	Parramatta Road	Existing drainage network downstream of connection point
6450	Chandos Street	Existing drainage network downstream of connection point
6700	Parramatta Road	Existing drainage network downstream of connection point

SCHEDULE 60

Baseline Conditions

(Clause 6)

Administrative Conditions

Terms of Approval

- TC0. In addition to meeting the specific performance criteria established under this approval, the Proponent shall implement all feasible and reasonable measures to prevent and/or minimise any harm to the environment that may result from the construction or operation of the project.
- TC1. The Proponent shall carry out the project generally in accordance with the:
- (a) State Significant Infrastructure Application;
 - (b) Environmental Impact Statement (or such other environmental assessment and planning document as may be required by legislation);
 - (c) Submissions Report (including a Preferred Infrastructure Report if one is prepared); and
 - (d) Conditions of approval.
- TC2. In the event of any inconsistency between:
- (a) the conditions of approval and any document listed from condition TC1(a) to TC1(c) inclusive, the conditions of approval shall prevail to the extent of the inconsistency; and
 - (b) any document listed from condition TC1(a) to TC1(c) inclusive and any other document listed from condition TC1(a) to TC1(c) inclusive, the most recent document shall prevail to the extent of the inconsistency.
- TC3. The Proponent shall comply with any reasonable requirement(s) of the Secretary arising from the Department's assessment of:
- (a) any reports, plans or correspondence that are submitted in accordance with the approval; and
 - (b) the implementation of any actions or measures contained within those reports, plans or correspondence.
- TC4. Subject to confidentiality, the Proponent shall make all documents required under this approval available for public inspection on request.

Limits of Approval

- TC5. This approval shall lapse 10 years after the date on which it is granted, unless the works the subject of the approval are physically commenced on or before that date.

Statutory Requirements

- TC6. The Proponent shall ensure that all licences, permits and approvals are obtained as required by law and maintained as required throughout the life of the project. No condition of the

approval removes the obligation for the Proponent to obtain, renew or comply with such licences, permits or approvals.

- TC7. Any changes to the scope of the infrastructure activity shall be subject to a consistency review. Should the review identify activity scope and environmental impacts inconsistent with the assessed infrastructure activity, a modification to the infrastructure activity approval would be required.
- TC8. This approval does not apply to the operation of off-site spoil receipt locations and facilities. The receipt of spoil at these locations shall be undertaken in accordance with approvals or licences applying to those locations or facilities.

Staging

- TC9. The Proponent may elect to construct and/or operate the project in stages. Where staging is proposed, the Proponent shall submit a Staging Report to the Secretary prior to the commencement of the first proposed stage. The Staging Report shall provide details of:
- (a) how the project would be staged, including general details of work activities associated with each stage and the general timing of when each stage would commence; and
 - (b) details of the relevant conditions of approval, which would apply to each stage and how these shall be complied with across and between the stages of the project.

Where staging of the project is proposed, these conditions of approval are only required to be complied with at the relevant time and to the extent that they are relevant to the specific stage(s).

The Proponent shall ensure that an updated Staging Report (or advice that no changes to staging are proposed) is submitted to the Secretary prior to the commencement of each stage, identifying any changes to the proposed staging or applicable conditions.

- TC10. The Proponent shall ensure that all plans, sub-plans and other management documents required by the conditions of approval and relevant to each stage (as identified in the Staging Report) are submitted to the Secretary no later than one month prior to the commencement of the relevant stages, unless otherwise agreed by the Secretary.

Note: These conditions do not relate to staged infrastructure within the meaning of section 115ZD.

Compliance

- TC11. The Proponent shall ensure that any strategy, plan, program (or the like) incorporates mitigation measures identified in the documents listed in condition TC1, as relevant, and as modified by this approval.
- TC12. The Proponent shall ensure that employees, contractors and sub-contractors are aware of, and comply with, the conditions of this approval relevant to their respective activities.
- TC13. The Proponent shall be responsible for environmental impacts resulting from the actions of all persons that it invites onto the site, including contractors, sub-contractors and visitors.
- TC14. In the event of a dispute between the Proponent and a public authority, in relation to an applicable requirement in this approval or relevant matter relating to the activity, either party may refer the matter to the Secretary for resolution. The Secretary's determination of any such dispute shall be final and binding on the parties.

ENVIRONMENTAL PERFORMANCE

Air Quality

TC15. The project shall be constructed and operated with the objective of meeting ambient air quality goals for PM_{2.5}, PM₁₀, CO, NO₂ and ambient SO₂ as prescribed in the *National Environment Protection Measure (NEPM) for Ambient Air Quality*.

TC15A. The tunnel ventilation system shall be designed, constructed and operated to release emissions from the ventilation outlets and to avoid emissions from the portals, or the tunnel support facilities, except for emergency smoke management purposes in the event of a fire in the tunnel and periodic testing of the system.

TC15B. The tunnel shall be designed and constructed so as to allow for potential future modification of the ventilation system if required. The Proponent shall demonstrate by the production of a report, to the satisfaction of the Secretary, how this will be allowed for prior to finalising detailed design.

TC15C. The Proponent shall install ventilation outlet emission sampling points and associated safe access thereto, during construction of the ventilation outlet. The sampling points shall 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.

TC15D. Prior to operation, the Proponent shall prepare and implement a **Tunnel Ventilation, Traffic Incident Response and Traffic Management Systems Integration Protocol** in consultation with the Transport Management Centre, for the approval of the Secretary. The Protocol must be reviewed by a suitably qualified and experienced independent ventilation specialist to confirm that, before the tunnel is open to traffic, the ventilation/traffic management systems would operate together to ensure conditions TC102, TC102B, TC103, TC107 and TC109A are met. The Protocol should include a commissioning procedure to be completed before the tunnel is opened to traffic.

Note:

- *Tunnel ventilation design and operation, incident response triggers and procedures, and traffic management, should be fully integrated in accordance with the primary objective of ensuring the safety of motorists in the tunnel.*

Air Quality Community Consultative Committee

TC15E. Prior to finalising the detailed design of the project and the establishment of the ambient air quality monitoring stations required under condition TC106, the Proponent shall establish an Air Quality Community Consultative Committee (**AQCCC**) to provide input prior to and during the operation of the project. The AQCCC shall:

- (a) be comprised of:
 - (i) two representatives from the Proponent and tunnel operator,
 - (ii) one representative from each of the relevant Councils, and
 - (iii) three representatives from the local community, whose appointment has been approved by an expression of interest process conducted by the Proponent in consultation with the Secretary;
- (b) be chaired by an independent party put forward by the Proponent and approved by the Secretary;

- (c) meet at least four times a year, or as otherwise agreed by the chair and the Secretary;
- (d) review and provide advice on the location of the community based monitoring stations, operation environmental management plans and other operation stage documents, compliance tracking reporting, audit reports, or complaints; and
- (e) provide advice on the dissemination of monitoring results and other information on air quality issues.

The AQCCC shall be operated for a period of two years from the commencement of operation, or as otherwise approved by the Secretary, in consultation with the chair.

Biodiversity

Ecological Monitoring

TC16. An **Ecological Monitoring Program** shall be developed to monitor the effectiveness of the biodiversity mitigation measures implemented as part of the project. The Program shall be developed by a suitably qualified and experienced ecologist in consultation with OEH and the relevant Councils and shall include, but not necessarily be limited to:

- (a) an adaptive monitoring program to assess the effectiveness of the mitigation measures. The monitoring program shall nominate performance parameters and criteria against which effectiveness of the mitigation measures will be measured;
- (b) mechanisms for developing additional monitoring protocols to assess the effectiveness of any additional mitigation measures implemented to address additional impacts in the case of design amendments or unexpected threatened species finds during construction (where these additional impacts are generally consistent with the biodiversity impacts identified for the project);
- (c) provision for the assessment of the data to identify changes to habitat usage and whether this can be directly attributed to the project;
- (d) details of contingency measures that would be implemented in the event of changes to habitat usage patterns directly attributable to the construction or operation of the project; and
- (e) Provision for annual reporting of monitoring results to the Secretary, OEH and the relevant Councils, or as otherwise agreed by those agencies.

Monitoring shall be undertaken during construction (for construction-related impacts) and during operation of the project (for operation/ ongoing impacts) until such time as the effectiveness of mitigation measures can be demonstrated to have been achieved over a minimum of three successive monitoring periods, unless otherwise agreed by the Secretary. The monitoring period may be reduced with the agreement of the Secretary in consultation with OEH and the relevant Councils depending on the outcomes of the monitoring.

The Program shall be submitted to the Secretary for approval no later than one month prior to the commencement of construction that would result in the disturbance of ecological communities, unless otherwise agreed by the Secretary.

Biodiversity Offset Strategy

TC17. The Proponent shall develop a **Biodiversity Offset Strategy** to outline how the ecological values lost as a result of the project will be offset. The Strategy shall be developed in consultation with the OEH and shall include, but not necessarily be limited to:

- (a) the objectives and outcomes that would be sought through a biodiversity offset package, including to achieve a neutral or net beneficial outcome for all threatened species and endangered ecological communities (**EECs**);
- (b) details of the available offset measures that have been selected to compensate for the loss of existing native vegetation, threatened species and Endangered Ecological Communities;
- (c) the consideration of contingency measures for offsets to address potential changes to impacted areas as a result of detail design changes; and
- (d) the decision-making framework that would be used to select the final suite of offset measures to achieve the objectives and outcomes established within the Strategy, including the ranking of offset measures.

The Biodiversity Offset Strategy shall be submitted to, and approved by, the Secretary prior to the commencement of any construction work that would result in the disturbance of any existing ecological communities associated with the Strategy, unless otherwise agreed by the Secretary.

Biodiversity Offset Package

TC18. Within 12 months of the commencement of construction, the Proponent shall develop and implement a Biodiversity Offset Package for the approval of the Secretary. The Package shall detail how the ecological values lost as a result of the project will be offset. The Package shall be consistent with the NSW offset principles for major projects (state significant development and state significant infrastructure) (OEH, 2013) and align, as far as is feasible and reasonable, with the Biodiversity Offset Strategy requirements of the NSW Biodiversity Offsets Policy for Major Projects (OEH 2014), unless otherwise agreed by the Secretary.

The Package shall include, but not necessarily be limited to:

- (a) the identification of the extent and types of habitat that would be lost or degraded as a result of the final design of the project;
- (b) the objectives and biodiversity outcomes to be achieved;
- (c) the final suite of the biodiversity offset measures selected and secured in accordance with the Biodiversity Offset Strategy;
- (d) the management and monitoring requirements for compensatory habitat works and other biodiversity offset measures proposed to ensure the outcomes of the package are achieved, including:
 - (i) the monitoring of the condition of species and ecological communities at offset locations;
 - (ii) the methodology for the monitoring program(s), including the number and location of offset monitoring sites, and the sampling frequency at these sites;
 - (iii) provisions for the annual reporting of the monitoring results for a set period of time as determined in consultation with the OEH; and
- (e) timing and responsibilities for the implementation of the provisions of the Package.

Land offsets shall be consistent with the *Principles for the use of Biodiversity Offsets in NSW*. Any land offset shall be enduring and be secured by a conservation mechanism which protects and manages the land in perpetuity. Where land offsets cannot solely achieve compensation

for the loss of habitat, additional measures shall be provided to collectively deliver an improved or maintained biodiversity outcome for the region.

Where possible, specific priority shall be given to securing offset sites as near to the location of the impact/loss as possible to assist with the preservation of the specific endemic community of the area and assure that their ecological and amenity benefits of retaining endemic vegetation remain within the Local Government Area.

Where monitoring referred to in condition TC16 indicates that biodiversity outcomes are not being achieved, remedial actions as approved by the Secretary shall be undertaken to ensure that the objectives of the Biodiversity Offset Package are achieved to the satisfaction of the Secretary. Such remedial actions shall be documented under an addendum to the Biodiversity Offset Package and the addendum be submitted for the approval of the Secretary, prior to the implementation of that addendum.

Soil, Water Quality and Hydrology

TC19. Except as may be provided by an Environment Protection Licence (**EPL**), the project shall be constructed and operated to comply with section 120 of the *Protection of the Environment Operations Act 1997*, which prohibits the pollution of waters.

Flooding

TC20. The project shall be designed and constructed to not worsen existing flooding characteristics in the vicinity of the project. Not worsen is defined as:

- (a) a maximum increase of 50mm in inundation at properties where floor levels would not be exceeded in a 1 in 100 year ARI rainfall event; and
- (b) A maximum increase in inundation time of one hour in a 1 in 100 year ARI rainfall event; and
- (c) a maximum increase of 10mm in inundation at properties where floor levels are currently exceeded in a 1 in 100 year ARI rainfall event.

or else provide alternative flood mitigation solutions consistent with the intent of these limits;

TC20A. The proponent shall 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.

Flood Management Strategy

TC21. A **Flood Management Strategy** shall be prepared for flood prone or flood affected land prior to construction, or as otherwise agreed by the Secretary, to ensure that the project does not exacerbate existing flooding characteristics within the vicinity of the project. The Strategy shall include but not be limited to:

- (a) the identification of flood risks to the project and adjoining areas, including the consideration of local drainage catchment assessments, and climate change implications on rainfall, drainage and tidal characteristics;
- (b) identify design and mitigation measures that would be implemented to protect proposed operations and not worsen existing flooding characteristics during construction and operation, including soil erosion and scouring;
- (c) identifying drainage system upgrades;

- (d) the preparation of a flood/emergency management plan; and
- (e) the strategy is to be prepared in consultation with the relevant Councils.

The strategy shall be prepared by a suitably qualified and experienced person in consultation with directly affected landowners, the NSW Office of Water (**NOW**), OEH, and relevant Councils.

The Strategy shall be peer reviewed and confirmed as meeting the requirements of this condition by a suitably qualified and experienced independent hydrological engineer. The Strategy shall be submitted to the Secretary and the relevant Council prior to the commencement of construction in the vicinity of the flood prone land and overland flowpaths for the waterways and catchments in the vicinity of the project, or as otherwise agreed by the Secretary.

Salinity

TC22. A **Groundwater and Soil Salinity Report** detailing the outcomes of geotechnical investigations to determine the presence, extent and severity of soil salinity within the project area and impacts to groundwater resources and hydrology, shall be prepared and submitted to the Secretary prior to the commencement of bulk earth activities, or as otherwise agreed by the Secretary.

The report shall be prepared in consultation with OEH and NOW and detail, where relevant, that the project minimises adverse impacts on saline groundwater, avoids or mitigates impacts on local/regional salinity processes and will minimise impact on groundwater systems and receiving environments. The report shall consider relevant policies and guidelines.

The recommendations of the Groundwater and Soil Salinity Report shall be incorporated into the Construction Soil and Water Quality Management Plan prepared in accordance with condition TC99.

Watercourse Crossings

TC23. Watercourses affected by the proposal shall, where feasible and reasonable, be rehabilitated to emulate a natural stream system. The rehabilitation shall be consistent with *Controlled activities on waterfront land: Guidelines for watercourse crossings on waterfront land (Department of Primary Industries, July 2012)* and stream armouring should be minimised to the greatest extent possible.

TC24. Watercourse crossings, including temporary work platforms, waterway crossings and/or coffer dams shall be designed and constructed in consultation with the DPI (Fisheries) and NOW, and where feasible and reasonable, be consistent with *Controlled activities on waterfront land: Guidelines for watercourse crossings on waterfront land (Department of Primary Industries, July 2012)*, *Policy and Guidelines for Fish Friendly Waterway Crossings (NSW Fisheries, February 2004)* and *Policy and Guidelines for Design and Construction of Bridges, Roads, Causeways, Culverts and Similar Structures (NSW Fisheries 1999)*. Where multiple cell culverts are proposed for creek crossings, at least one cell shall be provided for fish passage, with an invert or bed level that mimics creek flows.

Water Quality Monitoring Program

TC25. A Water Quality Monitoring Program shall be prepared and implemented to monitor impacts on surface and groundwater quality and resources and wetlands, during construction and operation. The Program shall be developed in consultation with the EPA, DPI (Fishing and Aquaculture), NOW, and relevant Councils and shall include but not necessarily be limited to:

- (a) identification of works and activities during construction and operation of the project, including tunnel discharge, runoff, emergencies and spill events, that have the potential to impact on surface water quality of potentially affected watercourses and riparian land;
- (b) identification of water quality parameters to be monitored at each location;
- (c) 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, including definition of impacts that trigger contingency and ameliorative measures;
- (d) identification of works and activities during construction and operation of the project, including emergencies and spill events, that have the potential to impact on surface water quality of potentially affected waterways;
- (e) the identification of environmental management measures relating to surface and groundwater during construction and operation, including water treatment, erosion and sediment control plans and stormwater management measures consistent with Water Sensitive Urban Design measures, where relevant, and consistent with the measures detailed in the documents listed in condition TC1, including the specifications and design details of the Water Treatment Plants;
- (f) presentation of water quality objectives, parameters and standards against which any changes to water quality will be assessed, having regard to the Australian and New Zealand Guidelines for Fresh and Marine Water Quality 2000 (Australian and New Zealand Environment Conservation Council, 2000) and identification of 'trigger points' for further investigation or action to be taken;
- (g) representative background monitoring of surface and groundwater quality parameters for a minimum of twelve months (considering seasonality) prior to the commencement of construction, to establish baseline water conditions, unless otherwise agreed by the Secretary;
- (h) identification of the frequency of water sampling during background, and construction monitoring periods;
- (i) commitment to designing discharge points into watercourses affected by the proposal to emulate a natural stream system, where feasible and reasonable;
- (j) identification of construction and operational phase surface and groundwater quality monitoring locations (including watercourses, waterbodies and wetlands) which are representative of the potential extent of impacts from the project, including the relevant analytes and frequency of monitoring;
- (k) a minimum monitoring period of three years following the completion of construction or until the affected waterways and/ or groundwater resources are certified by an independent expert as being rehabilitated to an acceptable condition. The monitoring shall also confirm the establishment of operational water control measures (such as sedimentation basins and vegetation swales);
- (l) contingency and ameliorative measures in the event that adverse impacts to water quality are identified; and
- (m) reporting of the monitoring results to the Department, EPA, OEH, DPI, NOW and the relevant Council.

The construction elements of the Plan and Program shall be submitted to the Secretary for approval prior to the commencement of construction of the project, as part of the Construction Soil and Water Management Plan required by condition TC98. The operational elements of the Plan and Program shall be detailed in principle as part of the Construction Soil and Water Management Plan. The final operational elements of the Plan and Program shall be submitted to the Secretary for approval one year prior to the commencement of operation of the project, unless otherwise agreed by the Secretary. A copy of the Plan and Program shall be submitted to the EPA, DPI (Fisheries), NOW and relevant Councils prior to its implementation.

Groundwater

TC25A As part of the Water Quality Plan and Monitoring Program, the Proponent shall provide details of how the potential impact of discharges on receiving waters would be avoided or minimised, which shall include but not necessarily be limited to:

- (a) characterisation of current water quality in any receiving waters that could be affected by the proposal;
- (b) a statement of the ambient water quality objectives and the environmental values for the receiving waters relevant to the proposal;
- (c) a statement of the indicators and associated trigger values or criteria for the identified environmental values;
- (d) details of the significance of any identified impacts on surface waters including consideration of the relevant ambient water quality outcomes;
- (e) demonstration of how the proposal will be designed and operated to:
 - (i) protect the water quality objectives for receiving waters, where they are currently being achieved, and
 - (ii) contribute towards achievement of the water quality objectives over time, where they are not currently being achieved; and
- (f) demonstration that any groundwater discharge water quality is consistent with supporting a slightly to moderately disturbed level of aquatic ecosystem protection for receiving waters as defined by 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).

TC26. Deleted

TC27. Deleted.

Contamination

TC28. Prior to the commencement of site preparation and excavation activities, or as otherwise agreed by the Secretary, in areas identified as having a moderate to high risk of contamination, a site audit shall be carried out by a site auditor. A site audit report is to be prepared by the site auditor detailing the outcomes of Phase 2 contamination investigations within these areas. The site audit report shall detail, where relevant, whether the land is suitable (for the intended land use) or can be made suitable through remediation.

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 spoil, materials and groundwater shall be identified in the Report and incorporated into the Construction Soil and Water Quality Management Plan required under condition TC99). Should a remediation strategy be required, the Report shall include a remediation strategy for addressing the site contamination, and how the environmental and human health risks will be managed during the disturbance, remediation and/or removal of contaminated soil or groundwater.

Otherwise, a site audit statement(s) must be prepared verifying that the site has been remediated to a standard consistent with the intended land use. The site audit statement(s) shall be submitted to the Secretary prior to operation of the project, unless otherwise agreed by the Secretary.

Note: Terms used in this condition have the same meaning as in the Contaminated Land Management Act 1997.

Settlement

- TC29. A geotechnical model of representative geological and groundwater conditions shall be prepared prior to excavation and tunnelling in subject area(s) to identify geological structures and groundwater features. This model shall include details of proposed excavations and tunnels, construction staging, and identify surface and sub-surface structures and infrastructure which may be impacted by the project, including the specific attributes of those structures. The Proponent shall 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.
- TC30. The Proponent shall undertake an assessment of property and infrastructure at risk from damage to determine appropriate settlement criteria to prevent damage.
- TC31. Should the geotechnical model in condition TC29 indicate that exceedances of the criteria established in condition TC30 or in **Table 1** (whichever is the lower), the Proponent shall identify and implement mitigation measures such as appropriate support and stabilisation for structures in consultation with the relevant land and/or infrastructure owners prior to the commencement of construction to ensure where possible that underground services, infrastructure and adjacent buildings will not experience settlements exceeding criteria.

Table 1 – Settlement Criteria

Beneath Structure/Facility	Maximum Settlement	Maximum Angular Distortion
Buildings – Low or non-sensitive properties (i.e. ≤ 2 levels and car parks)	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 project.

- TC32. Settlement criteria for individual utility structures and infrastructure shall be determined in consultation with the relevant authorities prior to the commencement of construction.

Hazard and Risk

TC33. Dangerous goods, as defined by the Australian Dangerous Goods Code, shall 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 (Environment Protection Authority, 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.

Waste Management

TC34. All waste materials removed from the site shall only be directed to a waste management facility or premises lawfully permitted to accept the materials.

TC35. Waste generated outside the site shall not be received at the site for storage, treatment, processing, reprocessing, or disposal on the site, except as expressly permitted by a licence under the Protection of the Environment Operations Act 1997, if such a licence is required in relation to that waste.

TC36. All liquid and/or non-liquid waste generated on the site shall be assessed and classified in accordance with Waste Classification Guidelines (Department of Environment, Climate Change and Water, 2009), or any superseding document.

TC36A. The handling of spoil generated during construction of the project is to be conducted in accordance with the Spoil Management Plan.

Utilities and Services

TC37. Utilities, services and other infrastructure potentially affected by construction and operation shall 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 project shall be undertaken to make suitable arrangements for access to, diversion, protection, and/or support of the affected infrastructure as required. The Proponent shall ensure that disruption to any service is minimised and shall be responsible for advising local residents and businesses affected prior to any planned disruption of service. The cost of any such arrangements shall be borne by the Proponent.

TC38. The Proponent shall prepare dilapidation surveys and reports (including movement prediction studies) on the condition of roads, footpaths, services and utilities affected by construction. The Proponent shall carry out rectification work at the Proponent's expense and to the reasonable requirements of the owners.

TC39. The Proponent shall consult with relevant Councils regarding the use of any weight restricted road by heavy construction vehicles if required.

Design and Landscaping

Design and Landscape Plan

TC40. A Design and Landscape Plan shall be prepared and implemented for the project. The Plan shall be prepared by appropriately qualified persons(s) in consultation with the relevant

council and community and shall present an integrated landscape and design for the project. The Plan shall include, but not necessarily be limited to:

- (a) identification of design 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, and
 - (vi) the urban design objectives outlined in the EIS;
- (b) the location of existing vegetation and proposed landscaping (including use of indigenous and endemic species where possible). Details of species to be replanted/ revegetated shall be provided, including their appropriateness to the area and habitat for threatened species;
- (c) a description of disturbed areas and details of the strategies to progressively rehabilitate regenerate and/ or revegetate these areas;
- (d) design features, built elements, lighting and building materials;
- (e) an assessment of the visual screening effects of existing vegetation and the proposed landscaping and built elements. Where receivers have been identified as likely to experience high visual impact as a result of the project and high residual impacts are likely to remain, the Proponent shall, in consultation with affected receivers, identify opportunities for providing at-receiver landscaping to further screen views of the project. Where agreed to with the landowner, these measures shall be implemented during the construction of the project;
- (f) graphics such as sections, perspective views and sketches for key elements of the project, including, but not limited to built elements of the project;
- (g) 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
- (h) evidence of consultation with the relevant council and community on the proposed urban design and landscape measures prior to its finalisation.

The Plan shall be submitted for the approval of the Secretary prior to the commencement of permanent built works and/ or landscaping, unless otherwise agreed by the Secretary. The Plan may be submitted in stages to suit the staged construction program of the project.

TC40A. The project must ensure residential properties receive a minimum of three (3) hours of direct sunlight in habitable rooms and in at least 50% of the principal private open space area between 9.00am and 3.00pm on 21 June. Properties not meeting this requirement shall be identified for further consideration in a Solar Access and Overshadowing Report as detailed in this condition.

The Proponent shall prepare a **Solar Access and Overshadowing Report** to confirm compliance with the above requirements. This report shall 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 space, and
 - (iii) shadow diagrams in plan and elevation at hourly intervals between 9.00am and 3.00pm 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.

The Report shall be provided to the Secretary within six months of the project approval.

Transport and Access

- TC41. The project shall be designed with the objective of minimising adverse changes to existing access arrangements and services for other transport modes and, where feasible and reasonable, facilitating an improved level of access and service to other transport modes comparable to the existing situation.
- TC42. In relation to new or modified road, parking, pedestrian and cycle infrastructure, the project, (including ancillary facilities) shall be designed:
- (a) In consultation with the relevant road authority;
 - (b) In consideration of existing and future demand, road safety and traffic network impacts;
 - (c) To meet relevant design, engineering and safety guidelines, including Austroads Guide to Traffic Engineering Practice; and
 - (d) Certified by an appropriately qualified person that has considered the above matters.

Sustainability

- TC42A. The project shall be designed and constructed to achieve an excellent 'Design' and 'As built' rating under the Infrastructure Sustainability Council of Australia (ISCA) infrastructure rating tool.
- TC42B. Opportunities to reduce operational greenhouse gas emissions shall 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.

COMMUNITY INFORMATION, REPORTING AND AUDITING

Community Information, Consultation and Involvement

- TC43. A Community Communication Strategy shall be prepared and implemented to provide mechanisms to facilitate communication between the Proponent (and its contractor(s)), the Environmental Representative (see condition TC97), the relevant council and community stakeholders (particularly adjoining landowners and affected sensitive receivers) on the

construction environmental management of the project. The Strategy shall include, but not be limited to:

- (a) identification of stakeholders to be consulted as part of the Strategy, including affected and adjoining landowners and sensitive receivers;
- (b) procedures and mechanisms for the regular distribution of information to community stakeholders on construction progress and matters associated with environmental management;
- (c) the formation of community-based forums that focus on key environmental management issues for the project. The Strategy shall provide detail on the structure, scope, objectives and frequency of the community-based forums;
- (d) procedures and mechanisms through which the community stakeholders can discuss or provide feedback to the Proponent and/or Environmental Representative in relation to the environmental management and delivery of the project;
- (e) procedures and mechanisms through which the Proponent can respond to enquiries or feedback from the community stakeholders in relation to the environmental management and delivery of the project; and
- (f) procedures and mechanisms that would be implemented to resolve issues/ disputes that may arise between parties on the matters relating to environmental management and the delivery of the project. This may include the use of an appropriately qualified and experienced independent mediator.

Issues that shall be addressed through the Community Communication Strategy include (but are not necessarily limited to):

- (i) traffic management (including property access, pedestrian access);
- (ii) air quality;
- (iii) heritage matters;
- (iv) landscaping and urban design matters;
- (v) construction staging, hours and activities;
- (vi) noise and vibration mitigation and management;
- (vii) water quality, hydrology and flooding matters; and
- (viii) biodiversity matters.

The Proponent shall maintain and implement the Strategy throughout construction of the project. The Strategy shall be approved by the Secretary prior to the commencement of construction, or as otherwise agreed by the Secretary.

Complaints and Enquiries Procedure

TC44. Prior to the commencement of construction, or as otherwise agreed by the Secretary, the Proponent shall ensure that the following are available for community enquiries and complaints for the duration of construction:

- (a) a 24 hour telephone number(s) on which complaints and enquiries about the project may be registered;

- (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.

The telephone number, the postal address and the email address shall be published in newspaper(s) circulating in the local area prior to the commencement of construction and prior to the commencement of operation. This information shall also be provided on the website (or dedicated pages) required by this approval.

TC45. Prior to the commencement of construction, or as otherwise agreed by the Secretary, the Proponent shall prepare and implement a **Construction Complaints Management System** consistent with AS 4269: *Complaints Handling* and maintain the System for the duration of construction and up to 12 months following completion of the project.

Information on all complaints received, including the means by which they were addressed and whether resolution was reached, with or without mediation, shall be maintained in a complaints register and included in the construction compliance reports required by this approval. The information contained within the System shall be made available to the Secretary on request.

Provision of Electronic Information

TC46. Prior to the commencement of construction, or as otherwise agreed by the Secretary, the Proponent shall establish and maintain a new website, or dedicated pages within an existing website, for the provision of electronic information associated with the project, for the duration of construction and for 12 months following completion of the project. The Proponent shall, subject to confidentiality, publish and maintain up-to-date information on the website or dedicated pages including, but not necessarily limited to:

- (a) information on the current implementation status of the project;
- (b) a copy of the documents referred to under condition TC1 of this approval, and any documentation supporting modifications to this approval that may be granted from time to time;
- (c) a copy of this approval and any future modification to this approval;
- (d) a copy of each relevant environmental approval, licence or permit required and obtained in relation to the project;
- (e) a copy of each current strategy, plan, program or other document required under this approval;
- (f) the outcomes of compliance tracking in accordance with condition TC47 of this approval; and
- (g) details of contact point(s) to which community complaints and enquiries may be directed, including a telephone number, a postal address and an email address.

Compliance Monitoring and Tracking

Compliance Tracking Program

TC47. The Proponent shall develop and implement a **Compliance Tracking Program** to track compliance with the requirements of this approval. The Program shall be submitted to the

Secretary for approval prior to the commencement of construction and operate for a minimum of 24 months following commencement of operation, subject to the Secretary's review of the outcomes of the Operational Performance Audit Report referred to in condition TC118 The Program shall include, but not necessarily be limited to:

- (a) provisions for the notification of the Secretary prior to the commencement of construction and prior to the commencement of operation of the project (including prior to each stage, where works are being staged);
- (b) provisions for periodic review of the compliance status of the project against the requirements of this approval;
- (c) provisions for periodic reporting of compliance status to the Secretary, including a Pre-Construction Compliance Report, half-yearly Construction Compliance Reports, for the duration of construction, and a Pre-Operation Compliance Report;
- (d) a program for independent environmental auditing in accordance with ISO 19011:2003 – Guidelines for Quality and/ or Environmental Management Systems Auditing;
- (e) mechanisms for recording environmental incidents during construction and actions taken in response to those incidents;
- (f) provisions for reporting environmental incidents to the Secretary and relevant public authorities during construction;
- (g) procedures for rectifying any non-compliance identified during environmental auditing, review of compliance or incident management; and
- (h) provisions for ensuring all employees, contractors and sub-contractors are aware of, and comply with, the conditions of this approval relevant to their respective activities.

Incident Reporting

TC48. The Proponent shall notify the Secretary and relevant public authorities of any incident with actual or potential significant off-site impacts on people or the biophysical environment within 24 hours of becoming aware of the incident. The Proponent shall provide full written details of the incident to the Secretary within seven days of the date on which the incident occurred.

Note:

- *Where an incident also requires reporting to the EPA and/or OEHL, the incident report prepared for the purposes of notifying the EPA and/or OEHL would meet this requirement.*

TC49. The Proponent shall meet the requirements of the Secretary and relevant public authorities to address the cause or impact of any incident, as it relates to this approval, reported in accordance with condition TC48 of this approval, within such period as the Secretary may require.

CONSTRUCTION ENVIRONMENTAL MANAGEMENT

Air Quality

TC50. The project shall be constructed in a manner that minimises dust emissions from the site, including wind-blown and traffic-generated dust and tracking of material onto public roads. All activities on the site shall be undertaken with the objective of preventing visible emissions of dust from the site. Should such visible dust emissions occur at any time, the Proponent shall

identify and implement all feasible and reasonable dust mitigation measures, including cessation of relevant works, as appropriate, such that emissions of visible dust cease.

Visual Amenity

TC51. The project shall be constructed in a manner that minimises visual impacts resulting from construction sites, including retaining, where feasible and reasonable, existing vegetation around the perimeter of construction sites, providing temporary landscaping where appropriate to soften views of the construction sites, minimising light spillage, and incorporating architectural treatments and finishes within key elements of temporary structures that reflect the context within which the construction sites are located.

Biodiversity

TC52. The clearing of native vegetation shall be minimised with the objective of reducing impacts to any threatened species or EECs to the greatest extent practicable.

TC53. Where the clearing of bushland occurs within or in close proximity to areas currently subject to bushland restoration works, consultation shall be undertaken with the relevant council and other relevant stakeholders including bushcare groups, regarding the management of current restoration works areas. The re-routing of walking tracks and associated signage shall be implemented to reflect construction works within these bush regeneration and restoration areas.

Pre clearing surveys

TC54. Prior to construction, pre clearing surveys and inspections for endangered and threatened species shall be undertaken. The surveys and inspections, and any subsequent relocation of species, shall be undertaken under the guidance of a qualified ecologist and the methodology incorporated into the Construction Flora and Fauna Management Plan required by condition TC99.

Nest Box Plan

TC55. Prior to the commencement of construction work that would result in the disturbance of native vegetation (or as otherwise agreed by the Secretary) a **Nest Box Plan** to provide replacement hollows for displaced fauna shall be prepared in consultation with the OEH, and approved by the Secretary. The Plan shall detail the number and type of nest boxes to be installed, which shall be justified based on the number and type of hollows removed (based on pre clearing surveys), the density of hollows in the area to be cleared and in adjacent areas, and the availability of adjacent food resources. The Plan shall also provide details of maintenance protocols for the nest boxes installed including responsibilities, timing and duration.

Heritage

TC56. In undertaking the project, impacts to heritage, shall to the greatest extent practicable, be avoided and minimised. Where impacts are unavoidable, works shall be undertaken in accordance with the strategy outlined in the Construction Heritage Management Plan required by condition TC99(e).

TC56A. The proponent shall not harm, modify or otherwise impact any heritage items outside the project footprint.

TC57. Archival recording of affected heritage items shall be undertaken in accordance with the NSW Heritage Council guidelines.

- TC58. Prior to the commencement of pre-construction and/ or construction activities that will impact Aboriginal archaeological sites identified in the EIS the Proponent shall undertake an archaeological salvage program using a methodology prepared in consultation with the registered Aboriginal stakeholders, and to the satisfaction of the Secretary. This work shall be undertaken by an appropriately qualified archaeological heritage consultant.

Within 2 years of completing the salvage, unless otherwise agreed by the Secretary, the Proponent shall submit a report containing the findings of the salvage, including artefact analysis, and the identification of a final repository for any Aboriginal objects, prepared in consultation with the Aboriginal stakeholders and to the satisfaction of the Secretary.

- TC59. Prior to the commencement of pre-construction and/ or construction activities that will impact historical archaeological sites identified in the EIS the Proponent shall undertake an archaeological excavation program in accordance with the Heritage Council of NSW Archaeological Assessments Guideline (1996) using a methodology prepared in consultation with OEH and the Heritage Council of NSW, and to the satisfaction of the Secretary. This work shall be undertaken by an appropriately qualified archaeological heritage consultant.

Within 2 years of completing the above work, unless otherwise agreed by the Secretary, the Proponent shall submit a report containing the findings of the excavations, including artefact analysis, and the identification of a final repository for any finds, prepared in consultation with OEH and the Heritage Council of NSW and to the satisfaction of the Secretary.

Noise and Vibration

Land Use Survey

- TC60. Prior to construction, a detailed land use survey to identify potentially critical areas that are sensitive to construction vibration and construction ground-borne noise impacts, shall be undertaken. The results of the survey shall be incorporated into the Construction Noise and Vibration Management Plan as required by condition TC99(b).

Construction Hours

- TC61. Construction activities associated with the project shall be undertaken during the following standard construction hours:

- (a) 7:00am to 6:00pm Mondays to Fridays, inclusive; and
- (b) 8:00am to 1:00pm Saturdays; and
- (c) at no time on Sundays or public holidays.

- TC62. Notwithstanding condition TC61, tunnelling may be undertaken 24-hours per day, seven days per week. Associated tunnelling activities may be undertaken 24-hours per day, seven days per week where justification is given and noise levels are assessed under the Interim *Construction Noise Guideline (DECC, 2009)*. This condition does not relate to any other activities associated with the project.

- TC63. Except as expressly permitted by an EPL, activities resulting in impulsive or tonal noise emission (such as rock breaking, rock hammering, pile driving) shall only be undertaken:

- (a) between the hours of 8:00 am to 5:00 pm Monday to Friday;
- (b) between the hours of 8:00 am to 1:00 pm Saturday; and
- (c) in continuous blocks not exceeding three hours each with a minimum respite from those activities and works of not less than one hour between each block.

For the purposes of this condition 'continuous' includes any period during which there is less than a one hour respite between ceasing and recommencing any of the work the subject of this condition.

TC64. Notwithstanding conditions TC61 to TC62, construction activities outside of the prescribed construction hours may be undertaken in any of the following circumstances:

- (a) construction works that generate air-borne noise that is:
 - (i) no more than 5 dB(A) above rating background level at any residence in accordance with the *Interim Construction Noise Guideline (DECC, 2009)*;
 - (ii) no more than the noise management levels specified in Table 3 of the *Interim Construction Noise Guideline (Department of Environment and Climate Change, 2009)* at other sensitive receivers;
- (b) construction works that generate continuous or impulsive vibration values, measured at the most affected residence, that are no more than those for human exposure to vibration, specified for residences in Table 2.2 of *Assessing Vibration: a technical guideline (DEC, 2006)*;
- (c) works that generate intermittent vibration values, measured at the most affected residence, that are no more than those for human exposure to vibration, specified for residences in Table 2.4 of *Assessing Vibration: a technical guideline (DEC, 2006)*;
- (d) where a negotiated agreement has been reached with affected receivers, where the prescribed noise and vibration levels cannot be achieved;
- (e) for the delivery of materials required outside these hours by the NSW Police Force or other authorities for safety reasons;
- (f) where it is required in an emergency to avoid the loss of lives, property and/or to prevent environmental harm; and
- (g) works approved through an EPL, including for works identified in an out of hours procedure.

TC65. Notwithstanding Conditions T62 and T63 with respect to construction hours, including for standard and out of hours activities, the project shall be constructed to comply with an EPL applying to the project, including all relevant noise mitigation and management measures. In the event of a dispute between the Proponent (including its contractors) and the EPA, in relation to construction hours, either party may refer the matter to the Secretary for resolution.

TC66. For any section of construction where blasting is proposed, a series of initial trials at reduced scale shall be conducted prior to production blasting to determine site-specific blast response characteristics and to define allowable blast sizes to meet the airblast overpressure and ground vibration limits in this approval.

Construction Noise and Vibration

TC67. The project shall be constructed with the aim of achieving the construction noise management levels detailed in the *Interim Construction Noise Guideline (Department of Environment and Climate Change, 2009)*. All feasible and reasonable noise mitigation measures shall be implemented and any activities that could exceed the construction noise management levels shall be identified and managed in accordance with the Construction Noise and Vibration Management Plan required under condition TC99(b).

Note: The Interim Construction Noise Guideline identifies 'particularly annoying' activities that require the addition of 5dB(A) to the predicted level before comparing to the construction NML.

TC68. The project shall be constructed with the aim of achieving the following construction vibration goals:

- (a) for structural damage, the vibration limits set out in the German Standard DIN 4150-3: Structural Vibration – effects of vibration on structures; and
- (b) for human exposure, the acceptable vibration values set out in the Environmental Noise Management Assessing Vibration: A Technical Guideline (Department of Environment and Conservation, 2006).

Construction Traffic Noise

TC68A. Construction traffic movements on public roads shall aim to limit any increase in existing road traffic noise levels to no more than 2 dB(A). All feasible and reasonable noise mitigation and management measures shall be implemented and any activities that could exceed the construction noise management levels shall be identified and managed in accordance with the Construction Noise and Vibration Management Plan (condition TC99(b)).

TC68B. The Proponent is to ensure that construction vehicle contractors operate so as to minimise any sleep disturbance impacts. Measures that could be used include toolbox talks, contracts that include provisions to deal with unsatisfactory noise performance for the vehicle and/or the operator, and specifying non-tonal movement alarms in place of reversing beepers or alternatives such as reversing cameras and proximity alarms, or a combination of these, where tonal alarms are not mandated by legislation.

TC68C. No use of compression brakes shall be permitted for construction vehicles associated with the project during construction.

Blasting

TC68D. Should blasting be required, the Proponent shall prepare a Blast Management Strategy in consultation with the EPA and incorporate this Strategy into the Construction Noise and Vibration Management Plan required under condition TC99(b). The Strategy shall be prepared with an aim to demonstrate that all blasting and associated activities will be undertaken in a manner that will not generate unacceptable noise and vibration impacts or pose a significant risk impact to residences and sensitive receptors. The Strategy shall also address the principles outlined in *Hazardous Industry Planning Advisory Paper No 6: Hazard Analysis* (Department of Planning January 2011) and *Assessment Guideline: Multi-Level Risk Assessment* (Department of Planning and Infrastructure May 2011) for the handling and storage of hazardous materials. Issues to be considered in the Strategy shall include, but not necessarily be limited to:

- (a) details of blasting to be performed, including location, method and justification of the need to blast;
- (b) identification of any potentially affected noise and vibration sensitive sites including heritage buildings and utilities;
- (c) establishment of appropriate criteria for blast overpressure and ground vibration levels at each category of noise sensitive site;
- (d) details of the storage and handling arrangements for explosive materials and the proposed transport of those materials to the construction site;

- (e) identification of hazardous situations that may arise from the storage and handling of explosives, the blasting process and recovery of the blast site after detonation of the explosives;
- (f) determination of potential noise and vibration and risk impacts from blasting and appropriate best management practices; and
- (g) community consultation procedures.

TC68E. The vibration levels for blasting activities, including both above ground and underground work, shall meet the requirements of TC69 and TC70.

TC68F. Blasts shall be limited to one single detonation in any one day per receiver group, unless otherwise agreed by the EPA through consultation on the Construction Noise and Vibration Management Plan.

TC68G. Blasting associated with the project shall only be undertaken during the following hours:

- (a) 9:00 am to 5:00 pm, Monday to Friday, inclusive;
- (b) 9:00 am to 1:00 pm Saturday; and
- (c) at no time on Sunday or on a public holiday.

This condition does not apply in the event of a direction from police or other relevant authority for safety or emergency reasons to avoid loss of life, property loss and/or to prevent environmental harm.

TC68H. Where vibration levels exceed the acceptable vibration dose values, feasible and reasonable mitigation measures shall be considered and implemented.

TC69. Airblast overpressure generated by blasting associated with the project shall not exceed the criteria specified in Table 2 when measured at the most affected residence or other sensitive receiver.

Table 2 – Airblast overpressure criteria

Airblast overpressure (dB(Lin Peak))	Allowable exceedance
115	5% of total number of blasts over a 12 month period
120	0%

TC70. Ground vibration generated by blasting associated with the project shall not exceed the criteria specified in Table 3 when measured at the most affected residence or other sensitive receiver.

Table 3 – Ground Vibration Limits for Human Comfort (AS 2187.2)

Receiver	Type of blasting operations	Peak component particle velocity (mm/s)
Sensitive site*	Operations lasting longer than 12 months or more than 20 blasts	5 mm/s for 95% blasts per year 10 mm/s maximum unless agreement is reached with the occupier that a higher limit may

Receiver	Type of blasting operations	Peak component particle velocity (mm/s)
		apply
Sensitive site*	Operations lasting for less than 12 months or less than 20 blasts	10 mm/s maximum unless agreement is reached with occupier that a higher limit may apply
Occupied non-sensitive sites, such as factories and commercial premises	All blasting	25 mm/s maximum unless agreement is reached with occupier that a higher limit may apply. For sites containing equipment sensitive to vibration, the vibration should be kept below manufacturer's specifications or levels that can be shown to adversely affect the equipment operation

Notes:

- *A sensitive site includes houses and low rise residential buildings, theatres, schools, and other similar buildings occupied by people.*
- *The recommendations in Table J4.5(A) of AS 2187.2 are intended to be informative and do not override statutory requirements with respect to human comfort limits set by various authorities. They should be read in conjunction with any such statutory requirements and with regard to their respective jurisdictions.*

TC70A. The blasting criteria identified in conditions TC69 and TC70 do not apply where the Proponent has a written agreement with the relevant landowner to exceed the criteria and the Secretary has approved the terms of the written agreement. In obtaining the Secretary's approval for any such agreement, the Proponent shall submit to the Secretary:

- (a) details of the proposed blasting program and justification for the proposed increase to blasting criteria including alternatives considered (where relevant);
- (b) an assessment of the environmental impacts of the increased blast limits on the surrounding environment and most affected residences or other sensitive receivers including, but not limited to noise, vibration and air quality and any risk to surrounding utilities, services or other structures;
- (c) details of the blast management, mitigation and monitoring procedures to be implemented; and
- (d) details of consultation undertaken and agreement reached with the relevant landowners (including a copy of the agreement in relation to increased blasting limits).

The following exclusions apply to the application of this condition:

- (i) any agreements reached may be terminated by the landowner at any time should concerns about the increased blasting limits be unresolved;
- (ii) the blasting limit agreed to under any agreement can at no time exceed a maximum Peak Particle Velocity vibration level of 25 mm/s or maximum Airblast Overpressure level of 125 dBL; and

- (iii) the provisions under this condition (to increase applicable blast criteria in agreement with the relevant landowners) do not apply where the property is a heritage property.

TC71. Wherever practical, piling activities shall be undertaken using quieter alternative methods than impact or percussion piling, such as bored piles or vibrated piles.

TC72. Wherever reasonable and practical, the Proponent shall implement operational noise mitigation measures at receivers, or equivalent temporary measures, at the start of construction, and in areas where the documents listed in condition TC1 have identified high noise impacts (including at or adjacent to construction work sites or ancillary facilities), and where existing noise barriers are to be altered.

TC73. During construction, affected educational institutions shall be consulted and reasonable steps taken to ensure that noise generating construction works in the vicinity of affected buildings are not timetabled during examination periods where practicable, unless other reasonable arrangements satisfactory to the affected institutions are made, at no cost to the affected institution.

TC74. During construction, Proponents of other construction works in the vicinity of the project shall be consulted and reasonable steps taken to coordinate works to minimise impacts on, and maximise respite for, affected sensitive receivers.

Property and Business Impacts

TC75. Access to private property shall be maintained during construction unless otherwise agreed with the property owner in advance. A landowner's access that is physically affected by the project shall be reinstated to at least an equivalent standard, in consultation with the property owner.

TC76. The Proponent shall design and construct the project 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 project shall be rectified or the landowner compensated, within a timeframe defined in the Construction Environmental Management Plan.

The Proponent shall provide boundary screening within all construction sites that adjoin or are adjacent to residential and/or commercial properties, consistent with the surrounding context, in consultation with affected property owners.

Impacts to Third Party Property and Structures

TC77. The Proponent shall, prior to the commencement of construction (including demolition and excavation works), or commencement of each part of the project that may impact on surrounding properties, putting them at risk from damage:

- (a) where agreed with the property owner, undertake independent inspections of these properties prior to construction in accordance with AS 4349.1 'Inspection of Buildings'. This inspection shall be undertaken by appropriately qualified and experienced geotechnical and construction engineering experts, and report on property features that may be affected by construction;
- (b) contact the owners of all buildings on which property inspections are to be conducted before the inspection, or as otherwise agreed by the affected property owner, and advise of the scope and methodology for the inspection, and of the process for making a property damage claim;
- (c) provide a copy of the property inspection report to the owner of each property inspected prior to construction that could affect the property;

- (d) determine an appropriate property vibration criteria and management and protection measures to ensure that property damage (including cosmetic damage) will be avoided; and
- (e) maintain a register of all properties inspected by the Proponent, indicating whether the owner accepted or refused the property inspection offer, and provide a copy of the register to the Secretary upon request.

Reports from the geotechnical engineer advising on the risk of damage to properties shall be made available upon request to the Secretary and the Independent Property Impact Assessment Panel (condition TC80).

TC78. For the purpose of condition TC77, properties at risk from damage include, but are not necessarily limited to:

- (a) buildings and structures determined as being at risk of vibration damage following geotechnical and vibration analysis as certified by a qualified geotechnical engineer; and
- (b) other sensitive structures within 60 metres from the edge of the works unless determined following geotechnical and vibration analysis and certified by a qualified geotechnical engineer as not likely to be adversely affected.

TC79. The Proponent shall install appropriate equipment to monitor construction sites and the tunnel route during construction and for a period of not less than six months after settlement has stabilised with particular reference to risk areas identified in the building and infrastructure condition surveys required by condition TC78 and/or the geotechnical analysis required by condition TC29. If monitoring during construction indicates exceedance of the criteria, then all work affecting settlement shall cease immediately and shall not resume until fully rectified or a revised method of work has been established that will ensure protection of affected structures.

TC80. The Proponent shall establish an Independent Property Impact Assessment Panel prior to relevant construction or demolition works commencing. The Panel shall be approved by the Secretary and comprise geotechnical and engineering experts independent of the design and construction team, unless otherwise agreed by the Secretary. The Panel shall be responsible for independently verifying assessments undertaken under conditions TC30 and TC77, 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 shall be borne by the Proponent.

TC81. Notwithstanding the requirements of condition TC79, the Proponent shall monitor settlement for any period as may be specified through the Independent Property Impact Assessment Panel referred to in condition TC80. The results of this monitoring shall be made available to the Secretary upon request.

TC82. Any damage caused to property as a result of the project shall be rectified or the property owner compensated, within a reasonable timeframe, with costs (including the reasonable costs of the property owner) borne by the Proponent. This condition is not intended to limit any claims that the property owner may have against the Proponent.

Business Impacts

TC83. The Proponent shall prepare and implement a **Business Management Plan** to minimise impacts on business adjacent to major construction sites and activities during construction of the project. The Plan shall include measures to minimise business related impacts, maintain

vehicular and pedestrian access during business hours, and maintenance of visibility of the business appropriate to its reliance on such. The Plan shall include, but not necessarily be limited to:

- (a) A Business Consultation forum linked with the Community Communications Strategy as required by condition TC43;
- (b) Business Management Strategies for each construction site (and/ or activity), identifying affected businesses and associated management strategies, including the employment of place managers and specific measures to be put in place to assist small business owners adversely impacted by the construction of the project;
- (c) a monitoring program to assess the effectiveness of the measures including the nomination of performance parameters and criteria against which effectiveness of the measures will be measured; and
- (d) provision for reporting of monitoring results to the Secretary, as part of the Compliance Tracking Program (condition TC47).

Soil, Water Quality and Hydrology

Construction Soil and Water Management

TC84. Soil and water management measures consistent with Managing Urban Stormwater - Soils and Construction Vols 1 and 2, 4th Edition (Landcom, 2004) shall be employed during the construction of the project to minimise soil erosion and the discharge of sediment and other pollutants to land and/or waters.

TC85. Where available, and of appropriate chemical and biological quality, stormwater, recycled water, groundwater inflow into tunnels or other water sources shall be used in preference to potable water for construction activities, including concrete mixing and dust control.

Transport and Access

TC86. Where construction will physically affect or likely impact the efficiency and safety of road and related transport networks (including traffic flow, access, parking and user safety), the Proponent shall develop, assess, and implement appropriate management measures in consultation with the relevant road authority, transport operator(s), and emergency services, as relevant. Such measures shall be addressed in the Construction Traffic and Access Management Plan (condition TC99(c)) and shall include but not be limited to:

- (a) construction site access, including the efficient and safe egress and ingress of vehicles; and parking management, including on and off street and remote parking and access;
- (b) haulage management, including works to facilitate haulage vehicles, the restriction of haulage vehicles on certain routes (for example local residential streets) and the minimisation of haulage in peak traffic periods;
- (c) full and partial road closures and associated restrictions, detours and the like;
- (d) the retention and reinstatement of emergency and property access;
- (e) the retention of user and passenger safety, including pedestrians, cyclists, public transport users, including at stops and related facilities;
- (f) incident response planning.

TC87. The project shall be constructed in a manner that generally maintains the overall capacity and performance of the road network, where reasonable and feasible. Where unavoidable, construction works that require reduction in existing capacity of roads maybe granted subject to assessment of an appropriately detailed Traffic Management Plan. Overall measures to manage traffic during construction are to be detailed in the Construction Traffic and Access Management Plan.

TC88. Access to private property shall be maintained during construction unless otherwise agreed with the property owner in advance. A landowner's access that is physically affected by the project shall be reinstated to at least an equivalent standard, in consultation with the property owner.

TC89. Impacts to existing parking (on and off street) should be minimised, including the amount of spaces reduced and the time associated with this reduction. Where parking is impacted, particularly for periods greater than four weeks, the proponent shall identify and implement, where feasible and reasonable, alternate parking arrangements. Displaced vehicles must not be accommodated on the state road network.

Road Dilapidation

TC90. Upon determining the haulage route(s) for construction vehicles associated with the project, and prior to construction, an independent and qualified person or team shall undertake a **Road Dilapidation Report**. The report shall assess the current condition of the road and describe mechanisms to restore damage that may result due to traffic and transport related to the construction of the project. The Report shall be submitted to the Secretary for information and the relevant local Councils for review prior to the commencement of haulage.

Following completion of construction, a subsequent report shall be prepared to assess damage that may have resulted from the construction of the project.

Measures undertaken to restore or reinstate roads affected by the project shall be undertaken in a timely manner, in accordance with the reasonable requirements of the local Councils and at the full expense of the Proponent.

Access

TC91. Safe pedestrian and cyclist access through or around worksites shall be maintained during construction. In circumstances where pedestrian and cyclist access is restricted due to construction activities, a satisfactory alternate route shall be provided and signposted.

TC92. Construction vehicles (including staff vehicles) associated with the project shall be managed to:

- (a) minimise parking or queuing on public roads;
- (b) minimise idling and queuing in local residential streets where practicable;
- (c) minimise the use of local roads (through residential streets and town centres) to gain access to construction sites and compounds; and
- (d) adhere to the nominated haulage routes identified in the Construction Traffic and Access Management Plan required in condition TC99.

TC93. The project shall be constructed with the aim of ensuring that the performance of intersections during construction operates as close as practicable to existing levels of service of those intersections as determined prior to the commencement of construction.

Spoil Management

TC93A. Prior to commencement of any tunnelling works, the Proponent shall prepare and implement a Spoil Management Strategy for the project. The Strategy is to be developed, in consultation with EPA and the relevant Council, for the approval of the Secretary. The Strategy shall incorporate detailed information on the handling of spoil generated during construction of the project.

The Strategy is to be prepared separate to, but consistent with, the Construction Traffic and Access Management Plan required under condition TC98).

Land Use and Community Facilities

TC94. Where community and council facilities are impacted during construction works through temporary or permanent land acquisition, reduced amenity, reduced access, reduced functionality or other impact, the Proponent shall, in consultation with the relevant council, community groups and key stakeholders, address construction impacts and agree on feasible and reasonable mitigation and management measures. Where appropriate, the Proponent shall determine viable alternative options for community facilities during the construction phase. Mitigation and management measures shall be implemented, prior to impacts occurring.

Ancillary Facilities

TC95. Ancillary facilities not otherwise identified and assessed in documentation specified in condition TC1, are to be located subject to the following requirements, unless otherwise approved by the Secretary:

- (a) be located more than 50 metres from a waterway;
- (b) be located within or adjacent to land where the project is being carried out;
- (c) have ready access to the road network;
- (d) be located to minimise the need for heavy vehicles to travel through residential areas;
- (e) be sited on relatively level land;
- (f) be separated from nearest residences by at least 200 metres (or at least 300 metres for a temporary batching plant);
- (g) not require vegetation clearing beyond that already required by the project;
- (h) not impact on heritage items (including areas of archaeological sensitivity) beyond those already impacted by the project;
- (i) not unreasonably affect the land use of adjacent properties;
- (j) be above the 20 ARI flood level unless a contingency plan to manage flooding is prepared and implemented; and
- (k) provide sufficient area for the storage of raw materials to minimise, to the greatest extent practical, the number of deliveries required outside standard construction hours.

The location of the ancillary facilities shall be identified in the Construction Compound and Ancillary Facilities Management Plan required under condition TC99(a) and include consideration of the above criteria. Where the above criteria cannot be met for any proposed

ancillary facility, the Proponent shall demonstrate to the satisfaction of the Secretary that there will be no significant adverse impact from that facility's construction or operation. Such assessment(s) can be submitted separately or as part of the Construction Environmental Management Plan.

An ancillary facility is defined as a temporary facility for construction, including for example, an office and amenities compound, construction compound, batch plant, materials storage compound, maintenance workshop, testing laboratory or material stockpile area.

TC96. All ancillary facilities shall be rehabilitated to at least their pre-construction condition better, to the satisfaction of the Secretary, unless otherwise agreed by the landowner where relevant.

TC96A. Prior to establishment of any ancillary facility not described in the documents listed in condition TC1 and which does not meet the criteria in condition TC95, the Proponent shall prepare and implement a Site-Specific Ancillary Facilities Management Plan. The plan shall be prepared for the approval of the Secretary, subject to condition TC95, and include:

- (a) a detailed description of the ancillary facility, including proposed use and access arrangements;
- (b) a review of the environmental and social impacts of the ancillary facility, including an analysis of compliance with the locational criteria specified in condition D52;
- (c) measures to avoid, mitigate and manage environmental and social impacts associated with the ancillary facility; and
- (d) demonstration that, with the measures proposed in accordance with (c), the impacts of the ancillary site are consistent with:
 - (i) the overall project impacts described in documents listed in condition TC1; and
 - (ii) all relevant conditions of this approval.

TC96B. The Secretary's approval is not required for minor ancillary facilities (e.g. lunch sheds, office sheds, and portable toilet facilities, etc.) that do not comply with the criteria set out in condition TC95 of this approval and which:

- (a) are located within an active construction zone within the approved project footprint; and
- (b) have been assessed by the Environmental Representative to have:
 - (i) minimal amenity impacts to surrounding residences, with consideration to matters such as noise and vibration impacts, traffic and access impacts, dust and odour impacts, and visual (including light spill) impacts, and
 - (ii) minimal environmental impact in respect to waste management, and no impacts on flora and fauna, soil and water, and heritage beyond those approved for the project; and
- (c) have environmental and amenity impacts that can be managed through the implementation of environmental measures detailed in the Construction Environment Management Plan required under condition D56.

Environmental Representative

TC97. Prior to the commencement of construction of the project, or as otherwise agreed by the Secretary, the Proponent shall nominate for the approval of the Secretary a suitably qualified

and experienced Environment Representative(s) that is independent of the design and construction personnel. The Proponent shall employ the Environmental Representative(s) for the duration of construction, or as otherwise agreed by the Secretary. The Environment Representative(s) shall:

- (a) be the principal point of advice in relation to the environmental performance of the project;
- (b) monitor the implementation of environmental management plans and monitoring programs required under this approval and advise the Proponent upon the achievement of these plans/ programs;
- (c) have responsibility for considering and advising the Proponent on matters specified in the conditions of this approval, and other licences and approvals related to the environmental performance and impacts of the project;
- (d) ensure that environmental auditing is undertaken in accordance with the Proponent's Environmental Management System(s);
- (e) be given the authority to approve/ reject minor amendments to the Construction Environmental Management Plan. What constitutes a "minor" amendment shall be clearly explained in the Construction Environmental Management Plan required under condition TC98;
- (f) be given the authority and independence to require reasonable steps be taken to avoid or minimise unintended or adverse environmental impacts; and
- (g) be consulted in responding to the community concerning the environmental performance of the project where the resolution of points of conflict between the Proponent and the community is required.

TC97A. The Environmental Representative shall prepare and submit to the Secretary a monthly report on the Environmental Representative's actions and decision on matters specified in condition TC97 for the preceding month. The reports shall be submitted within seven (7) days for the end of each month for the duration of construction of the project, or as otherwise agreed by the Secretary. Notwithstanding, the Environmental Representative shall be given the independence to report to the Secretary at any time and/or at the request of the Secretary.

Construction Environmental Management Plan

TC98. Prior to the commencement of construction, or as otherwise agreed by the Secretary, the Proponent shall prepare and implement (following approval) a **Construction Environmental Management Plan** for the project. The Plan shall outline the environmental management practices and procedures that are to be followed during construction and shall be prepared in consultation with the relevant government agencies (including relevant Councils) and in accordance with the *Guideline for the Preparation of Environmental Management Plans* (Department of Infrastructure, Planning and Natural Resources, 2004). The Plan shall include, but not necessarily be limited to:

- (a) a description of activities to be undertaken during construction of the project (including staging and scheduling);
- (b) statutory and other obligations that the Proponent is required to fulfil during construction, including approvals, consultations and agreements required from authorities and other stakeholders under key legislation and policies;
- (c) a description of the roles and responsibilities for relevant employees involved in the construction of the project, including relevant training and induction provisions for

ensuring that employees, including contractors and sub-contractors are aware of their environmental and compliance obligations under these conditions of approval;

- (d) an environmental risk analysis to identify the key environmental performance issues associated with the construction phase; and
- (e) details of how environmental performance would be managed and monitored to meet acceptable outcomes, including what actions will be taken to address identified potential adverse environmental impacts (including any impacts arising from the staging of the construction of the project). In particular, the following environmental performance issues shall be addressed in the Plan:
 - (i) ancillary facilities management;
 - (ii) noise and vibration;
 - (iii) traffic and access;
 - (iv) soil and water quality and spoil management;
 - (v) groundwater management and discharge;
 - (vi) air quality and dust management, including measures to monitor and manage dust emissions including dust from stockpiles, blasting, traffic on unsealed public roads and materials tracking from construction sites onto public roads;
 - (vii) measures to monitor and rectify any impacts to third party property and infrastructure, including details of the process for rectification or compensation of affected landowners, and timeframes for rectification works or compensation processes;
 - (viii) management of Aboriginal and non-Aboriginal heritage;
 - (ix) soil contamination, groundwater contamination, hazardous material and waste management;
 - (x) management of ecological impacts; and
 - (xi) hazard and risk management.

The Plan shall be submitted for the approval of the Secretary no later than one month prior to the commencement of construction, or as otherwise agreed by the Secretary. The Plan may be prepared in stages, however, construction works shall not commence until written approval has been received from the Secretary.

The approval of a Construction Environmental Management Plan does not relieve the Proponent of any requirement associated with this approval. If there is an inconsistency with an approved Construction Environmental Management Plan and the conditions of this approval, the requirements of this approval prevail.

TC99. As part of the Construction Environmental Management Plan for the project required under condition TC98 the Proponent shall prepare and implement:

- (a) **Construction Compound and Ancillary Facilities Management Plan.** Prior to the establishment of the ancillary facilities described in the documents listed in condition TC1, the Proponent shall prepare and implement an Ancillary Facilities Management Plan to outline the environmental management practices and procedures that are to be followed during establishment and operation of the ancillary facilities. The Plan shall

be prepared in consultation with the Environmental Representative, EPA and the relevant Council, and to the satisfaction of the Secretary. The Plan shall detail the management of these ancillary facilities and include, but not necessarily be limited to:

- (i) a description of the ancillary facility (including a site layout plan), its components details of and the existing environment on and in the vicinity of the site;
- (ii) details of the activities to be carried out at the facility, including the hours of operation, staging of operation and predicted date of commissioning;
- (iii) a description of the plant, equipment and materials to be used and/or stored on the site, including dangerous and hazardous goods;
- (iv) a summary of the potential environmental impacts associated with the construction and operation of the facility;
- (v) details of the mitigation, monitoring and management procedures specific to the facility that would be implemented to minimise environmental and amenity impacts or, where this is not possible, feasible and reasonable measures to offset these impacts;
- (vi) a description of how the management and mitigation measures set out in the documents listed in condition TC1 will be implemented on the site, and if not, justification for any departures from those management and mitigation measures;
- (vii) identification of the timing for the completion of site establishment activities at the facility and how the site will be decommissioned (including any necessary rehabilitation); and
- (viii) mechanisms for the monitoring, review and amendment of this plan.

In considering the approval of the plan, the Secretary shall take into account the Proponent's response to public authority and council comments on the plan.

- (b) A **Construction Noise and Vibration Management Plan** to detail how construction noise and vibration impacts will be minimised and managed. The Plan shall be developed in consultation with the EPA and be consistent with the guidelines contained in the *Interim Construction Noise Guidelines* (DECC, 2009) and shall include, but not be limited to:
 - (i) identification of sensitive receivers and relevant construction noise and vibration goals applicable to the project stipulated in this approval;
 - (ii) details of construction activities and an indicative schedule for construction works; including the identification of key noise and/or vibration generating construction activities (based on representative construction scenarios, including at ancillary facilities) that have the potential to generate noise and/or vibration impacts on surrounding sensitive receivers, particularly residential areas;
 - (iii) identification of feasible and reasonable measures proposed to be implemented to minimise and manage construction noise and vibration impacts (including construction traffic noise impacts) including, but not limited to, acoustic enclosures, erection of noise walls (hoardings), respite periods and the limiting of truck movements during night periods;

- (iv) procedures and mitigation measures to ensure relevant vibration and blasting criteria are achieved, including a suitable blast program, applicable buffer distances for vibration intensive works, use of low-vibration generating equipment/ vibration dampeners or alternative construction methodology, and pre- and post- construction dilapidation surveys of sensitive structures where blasting and/ or vibration is likely to result in damage to buildings and structures (including surveys being undertaken immediately following a monitored exceedance of the criteria);
 - (v) detailing tunnelling and associated activities, including associated impacts, management and mitigation measures;
 - (vi) if blasting is required, an assessment of the potential noise and vibration impacts, and a strategy to minimise and manage those impacts, including preparation of an appropriate community information program; a description of how the effectiveness of these actions and measures would be monitored during the proposed works, clearly indicating how often this monitoring would be conducted, the locations where monitoring would take place, how the results of this monitoring would be recorded and reported, and, if any exceedance is detected, how any non-compliance would be rectified;
 - (vii) an out-of-hours work (**OOHW**) protocol for the assessment, management and approval of works outside of standard construction hours as defined in condition TC61, including a risk assessment process under which an Environmental Representative may approve out-of-hours construction activities deemed to be of low environmental risk and refer high risk works for the Secretary's approval. The OOHW protocol shall detail standard assessment, mitigation and notification requirements for high and low risk OOHW, and detail a standard protocol for referring applications to the Secretary; and
 - (viii) mechanisms for the monitoring, review and amendment of this plan.
- (c) A Construction Traffic and Access Management Plan to manage construction traffic and access impacts of the project. The plan shall be developed in consultation with the relevant road authority and relevant Council's, emergency services, road user groups, and pedestrian and bicycle user groups, and shall include, but not necessarily be limited to:
- (i) a traffic route and haulage management plan that identifies:
 - (A) traffic generation from other major infrastructure developments;
 - (B) construction traffic and haulage routes and associated traffic impacts,
 - (C) types and volumes of construction vehicles and associated routes and time restrictions, including details of oversized load movements,
 - (D) potential traffic disruptions and temporary and permanent detours,
 - (E) management, mitigation and restoration measures;
 - (ii) a parking management plan that identifies:
 - (A) parking requirements and on and offsite parking. arrangements and associated impacts,

- (B) remote parking arrangements and associated access between sites and public transport nodes,
- (C) alternate parking arrangements for displaced parking,
- (D) communication and parking management measures;
- (iii) site traffic and access management plans that detail:
 - (A) site access and associated route and turning movements and the design and signalisation of intersections,
 - (B) potential activities that could result in the disruption to traffic and transport networks, including pedestrian, cyclist and public transport networks and during special events,
 - (C) the timing of works to limit disruptions to the road and transport networks,
 - (D) the maintenance of access to and safety of transport networks, parking and property,
 - (D) service facilities and station sites, and other locations identified by the relevant road authority or transport operator;
- (iv) an incident response plan detailing responses to the management of an event that directly involves or impacts on traffic and transport networks; and
- (v) mechanisms for the monitoring, review and amendment of this plan.
- (d) A Construction Soil and Water Quality Management Plan to manage surface and groundwater impacts during construction of the project. The plan shall be developed in consultation with the EPA and NOW and include, but not necessarily be limited to:
 - (i) details of construction activities and their locations, which have the potential to impact on water courses, storage facilities, stormwater flows, and groundwater;
 - (ii) details of proposed extraction, use and disposal of groundwater, and measures to mitigate potential impacts to groundwater sources, incorporating monitoring, impact trigger definitions and response actions for all groundwater sources potentially impacted by the project;
 - (iii) surface water and ground water impact assessment criteria consistent with Australian and New Zealand Environment Conservation Council (ANZECC) guidelines;
 - (iv) management measures to be used to minimise surface and groundwater impacts, including details of how spoil and fill material required by the project will be sourced, handled, stockpiled, reused and managed; erosion and sediment control measures; salinity control measures and the consideration of flood events;
 - (v) a contingency plan, consistent with the Acid Sulfate Soils Manual, to deal with the unexpected discovery of actual or potential acid sulfate soils, including procedures for the investigation, handling, treatment and management of such soils and water seepage;

- (vi) management measures for contaminated material and a contingency plan to be implemented in the case of unanticipated discovery of contaminated material during construction;
 - (vii) a description of how the effectiveness of these actions and measures would be monitored during the proposed works, clearly indicating how often this monitoring would be undertaken, the locations where monitoring would take place, how the results of the monitoring would be recorded and reported, and, if any exceedance of the criteria is detected how any non-compliance can be rectified; and
 - (viii) mechanisms for the monitoring, review and amendment of this plan.
- (e) A **Construction Heritage Management Plan** to detail how construction impacts on Aboriginal and Historic heritage will be minimised and managed. The plan shall be developed in consultation with the OEH, the relevant Council, the NSW Heritage Council and registered Aboriginal stakeholders (for Aboriginal heritage), and include, but not necessarily be limited to:
- (i) In relation to Aboriginal Heritage:
 - (A) details of further investigation and identification of Aboriginal cultural heritage sites within the project area;
 - (B) details of management measures to be carried out in relation to Aboriginal heritage, including a detailed methodology and strategies for protection, monitoring, salvage, and conservation, of sites and items associated with the project;
 - (C) procedures for dealing with previously unidentified Aboriginal objects (excluding human remains) including cessation of works in the vicinity, assessment of the significance of the item(s) and determination of appropriate mitigation measures including when works can recommence by a suitably qualified archaeologist in consultation with the Department, OEH and registered Aboriginal stakeholders and assessment of the consistency of any new Aboriginal heritage impacts against the approved impacts of the project, and registering of the new site in the OEH's Aboriginal Heritage Information Management System (AHIMS) register;
 - (D) procedures for dealing with human remains, including cessation of works in the vicinity and notification of the Department, NSW Police Force, OEH and registered Aboriginal stakeholders and not recommencing works in the area unless authorised by the OEH and/ or the NSW Police Force;
 - (E) heritage training and induction processes for construction personnel (including procedures for keeping records of inductions) and obligations under the conditions of this approval including site identification, protection and conservation of Aboriginal cultural heritage; and
 - (F) procedures for ongoing Aboriginal consultation and involvement for the duration of the project; and

- (ii) In relation to Historic Heritage:
 - (a) identification of Heritage Items directly and indirectly affected by the project;
 - (b) details of management measures to be implemented to prevent and minimise impacts on heritage items (including further heritage investigations, archival recordings and/ or measures to protect unaffected sites during construction works in the vicinity);
 - (c) details of monitoring and reporting requirements for impacts on heritage items;
 - (d) procedures for dealing with previously unidentified heritage objects, (including cessation of works in the vicinity, assessment of the significance of the item(s) and determination of appropriate mitigation measures including when works can re-commence by a suitably
 - (e) procedures for the engagement of a qualified and experienced archaeologist in consultation with the OEH and the Department, and assessment of the consistency of any new heritage impacts against the approved impacts of the project; and
 - (f) heritage training and induction processes for construction personnel (including procedures for keeping records of inductions and obligations under this approval including site identification, protection and conservation of non-Aboriginal cultural heritage; and
 - (g) mechanisms for the monitoring, review and amendment of this plan.
- (f) **A Construction Flora and Fauna Management Plan** to detail how construction impacts on ecology will be minimised and managed. The Plan shall be developed in consultation with the OEH and relevant Councils and shall include, but not necessarily be limited to:
 - (i) plans for impacted and adjoining areas showing vegetation communities; important flora and fauna habitat areas; locations where threatened species, populations or ecological communities have been recorded; including pre-clearing surveys to confirm the location of threatened flora and fauna species and associated habitat features;
 - (ii) the identification of areas to be cleared and details of management measures (such as fencing, clearing procedures, removal and relocation of fauna during clearing, habitat tree management and construction worker education) to avoid residual habitat damage or loss and to minimise or eliminate time lags between the removal and subsequent replacement of habitat;
 - (iii) identification of measures to reduce disturbance to bats and nocturnal birds (and other sensitive fauna);
 - (iv) rehabilitation details, including identification of flora species and sources, and measures for the management and maintenance of rehabilitated areas (including the duration of the implementation of such measures);
 - (v) weed management measures focusing on early identification of invasive weeds and effective management controls;

- (vi) a description of how the effectiveness of these management measures would be monitored and linked to the Ecological Monitoring Program required under condition TC16;
 - (vii) a procedure for dealing with unexpected EEC/ threatened species identified during construction, including cessation of work and notification of the OEH, determination of appropriate mitigation measures in consultation with the OEH (including relevant re-location measures) and updating of ecological monitoring and/ or biodiversity offset requirements and
 - (viii) mechanisms for the monitoring, review and amendment of this plan.
- (g) A **Construction Air Quality Management Plan** to detail how construction impacts on air quality will be minimised and managed. The Plan shall be developed in consultation with the EPA and shall include, but not necessarily be limited to:
- (i) the identification of potential sources of air pollutants of concern, in particular dust and quantification of airborne pollutants;
 - (ii) key performance indicators for local air quality during construction;
 - (iii) mitigation measures to be implemented, including measures during weather conditions where high level dust episodes are probable (such as strong winds in dry weather);
 - (iv) procedures for record keeping and reporting against key performance indicators;
 - (v) provisions for implementation of additional mitigation measures in response to issues identified during monitoring and reporting; and
 - (vi) mechanisms for the monitoring, review and amendment of this plan.

TC100. Following the finalisation of construction activities, or as otherwise agreed by the Secretary, the Proponent shall ensure that relevant measures identified within the Construction Environmental Management Plan (TC98) continue to be implemented, as required, to manage ongoing environmental impacts.

OPERATION ENVIRONMENTAL MANAGEMENT

Air Quality

In-Tunnel Air Quality

TC101. The Proponent must monitor (by sampling and obtaining results by analysis) the pollutants, within the tunnel, specified in **Table 4**. The Proponent must use the sampling method, units of measurement and sample at the frequency specified opposite in the other columns.

The number and siting of the monitoring stations inside the tunnel must be determined to permit an accurate calculation, per the requirements of condition TC102A, TC102B and TC105A, and be independently verified in accordance with a methodology approved by the Secretary in consultation with the EPA. As a minimum there should be monitoring stations at the entry portals, the base of the ventilation outlets, ramp junctions and at any intermediate smoke exhaust outlets.

Sampling points and visibility monitoring points established under this condition shall be audited prior to its commencement of 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) approved by the Secretary, and paid for by the Proponent. Monitoring shall take place in accordance with this condition throughout operation of the project.

Table 4 - In - Tunnel monitoring methodology

Pollutant/parameter	Units of measure	Frequency	Method1
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.*

In-Tunnel Air Quality – Limits

TC102. The tunnel ventilation system must be designed and operated so that the average concentration of CO and NO₂, calculated along the length of the tunnel, does 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

TC102A. Tunnel portals must be designed to avoid air being recirculated between tunnel portals. The ventilation system for the tunnels and ramps must be designed to avoid air emissions, through the portals, as far as is practical.

The portal design must be independently certified to the satisfaction of the Secretary, prior to the commencement of operation, by an independent person(s) or organisation(s) to be approved by the Secretary.

Modelling of emissions from the tunnel must be undertaken, to the satisfaction of the EPA, prior to the commencement of operation. The portals must be designed to minimise emissions and aim to achieve the emerging goals and criteria referred to above, as far as is practical, and to the satisfaction of the EPA.

TC102B. The tunnel ventilation system must be designed and operated so 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

TC103. The tunnel ventilation system must be designed and operated so that the 15-minute rolling average extinction co-efficient does not exceed 0.005 m-1 at any point in the tunnel.

TC104. To design, construct and manage the operation of the project to comply with condition TC101, TC106 and condition TC107, a **ventilation management and monitoring strategy** must be implemented, which includes the continuous monitoring of in-tunnel air quality and implementation of operational procedures.

In-Tunnel Air Quality – Notification and Reporting

TC105. In addition to the general reporting requirements specified in condition TC109F, the Proponent shall, within 24 hours, notify the Secretary, EPA and Ministry of Health of any recordings above the limits specified in conditions TC102, TC102B and TC103. The notification shall 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.

Upon receipt of this notification, the Secretary shall consider the circumstances of the event, including:

- (a) the nature 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 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 Management Systems Effectiveness Report.

TC105A. Within 20 working days of any request by the Secretary under condition TC105, the Proponent shall prepare and submit a Tunnel Management Systems Effectiveness Report on the overall system performance and cause and major contributor of any exceedances, detailing the following:

- (a) the overall performance and concentration levels in the tunnel for the preceding six month period (or since commencement of operation, where the project has operated for under six months), including average and maximum levels and time periods;
- (b) details of any instances throughout the operation of the project where pollutant concentration levels in the tunnel have exceeded the limits specified in TC102A, TC102B and TC103; and
- (c) consideration of improvements to the tunnel air quality management system, including but not limited to installation of the *additional ventilation management facilities allowed for under TC15B*, and *discussion of whether those improvements are feasible and reasonable*.

The Tunnel Management Systems Effectiveness Report is to be prepared by the Proponent and reviewed by a suitably qualified and experienced independent specialist(s). The Secretary shall approve the independent person/organisation.

The Proponent shall comply with any requirements arising from the Secretary's review of this report.

Ambient Air Quality

TC106. The Proponent shall monitor (by sampling and obtaining results by analysis) the pollutants and parameters specified in Column 1 of **Table 7** at the following locations as a minimum:

- (a) two ground level receptors near the western ventilation outlet, at locations suitable for detecting any impact on air quality from the outlet;
- (b) two ground level receptors near the eastern ventilation outlet/s, at locations suitable for detecting any impact on air quality from the outlet/s;
- (c) one location along Parramatta Road, at a location suitable for detecting any impact on air quality along Parramatta Road; and
- (d) one location away from any of the locations at (a), (b) and (c) suitable for providing background ambient air quality reference data for the project area.

All monitoring stations shall be established subject to the land owner's and occupier's agreement. The Proponent must use the sampling method, units of measure, and sampling frequency specified in [*].

The Proponent shall commence monitoring for at least twelve continuous months prior to operation. The locations are to be agreed to by the AQCCC. The Proponent shall meet all operating costs associated with the stations.

The Proponent, following consultation with the AQCCC, shall review the need for the continuation of the ambient monitoring stations after a period of two years from commencement of operation. Any recommendation to close the stations shall require the approval of the Secretary in consultation with the EPA.

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 shall be assured through a NATA accredited process prior to the data being considered as a basis for compliance/auditing purposes.

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

Table 7 - Ambient Air Quality Monitoring Methodologies

Pollutant	Units of measurement	Averaging Period	Frequency	Method1
NO	pphm	1-hour	Continuous	AM-12
NO ₂	pphm	1-hour	Continuous	AM-12

Pollutant	Units of measurement	Averaging Period	Frequency	Method¹
NO _x	pphm	1-hour	Continuous	AM-12
PM10	µg/m ³	24-hour	Continuous	AS3580.9.8-2008 ²
PM2.5 ⁵	µg/m ³	24-hour	Continuous	AS3580.9.13-2013 ³ or as otherwise agreed by the Secretary in consultation with the EPA
CO	ppm	1-hour,8-hour	Continuous	AM-2 & AM-6
Parameter⁴	Units of measurement	Averaging Period	Frequency	Method¹
Wind Speed @ 10m	m/s	1-hour	Continuous	AM-2 & AM-4
Wind Direction @ 10m	°	1-hour	Continuous	AM-2 & AM-4
Sigma Theta @10m	°	1-hour	Continuous	AM-2 & AM-4
Temperature @ 2m	K	1-hour	Continuous	AM-4
Temperature @ 10m	K	1-hour	Continuous	AM-4
Other	Units of measurement	Averaging Period	Frequency	Method¹
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).*
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. *AS3580.9.13-2013, Methods for the Sampling and Analysis of Ambient Air – Determination of Suspended Particulate Matter – PM2.5 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 northern and southern ventilation outlets.*
5. *Appropriately modified to include size selective inlet for PM_{2.5} or as otherwise approved by the Secretary.*

Ambient Air Quality – Goals

TC107. Should ambient monitoring of air pollutants exceed the following goals, the provisions of Condition TC108A shall 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) PM₁₀ – 24 hour average of 50 µg/m³ (NEPM); and
- (d) PM_{2.5} – 24 hour average of 25 µg/m³ (proposed NEPM).

Only monitoring station(s) that meet the requirements of Australian Standard AS2922 – 1987 shall be used for the purposes of assessing compliance with the ambient goals specified in this condition, unless otherwise agreed by the Secretary. A Protocol for the evaluation of a potential measurement that exceeds the criteria shall be developed by the Proponent and approved by the Secretary in consultation with the EPA, Ministry of Health and the AQCCC.

TC108. Should the results of ambient air quality monitoring show that any of the goals specified in condition TC107 have been exceeded for any given event, the Proponent shall notify the Department, EPA and NSW Health.

In such circumstances, the Proponent must report to the Department, the EPA and NSW Health on the performance of the ventilation system at the time and provide conclusions with regards to the level of contribution by the project, if any, to the exceedance of the ambient air quality goals.

Ambient Air Quality – Notification and Reporting

TC108A Should the results of monitoring required under condition TC106 show that any of the goals specified in TC107 have been exceeded for any given event (excluding extraordinary events such as bushfires, dust storms, etc (as to be defined in the Protocol required under condition TC109), the Proponent shall immediately notify the Secretary, EPA and Ministry of Health. The notification shall be followed up with a detailed report within 20 working days, which shall 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 shall 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 shall 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 TC15B, and discussion of whether those improvements are feasible and reasonable.

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

Outlet Monitoring

TC109. The Proponent shall install monitoring equipment to monitor pollutants inside the ventilation outlets. Pollutant monitoring inside the ventilation outlets (by sampling and obtaining results by analysis) shall be for the pollutants and parameters specified in Column 1 of **Table 8**.

The Proponent must use the sampling method, units of measures and sample at the frequency specified in the other columns. Monitoring equipment installed under this condition is to be independently audited prior to its commencement of monitoring for compliance with the requirements set out in Table 8.

Auditing is to be undertaken by an independent person(s) or organisation(s) approved by the Secretary and paid by the Proponent. Monitoring shall take place in accordance with this condition throughout operation of the project.

Table 8 – Ventilation Outlet Emission Monitoring Methodologies

Pollutant	Units of measure	Frequency	Method¹
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
PAH	µg/m ³	Annual	OM-6
Parameter	Units of measure	Frequency	Method¹
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	Method¹
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

TC109A. The concentration of a pollutant discharged from the ventilation outlets referred to must not exceed the respective limits specified for that pollutant in **Table 9**.

Table 9 - 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 equivalent	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

TC109B. An independent person or organisation, approved by the Secretary shall:

- (a) verify that compliance with ventilation outlet limits detailed in Table 9 will not result in air quality impacts greater than predicted in the documents listed in TC1;

- (b) undertake an appropriate assessment to indicate how ventilation outlet discharge velocities have been optimised in consideration of energy 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 paragraphs (a)-(c) will be made available to the Secretary on request.

The ventilation outlet limits detailed in **Table 9** shall be reviewed on a five-yearly basis 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

TC109C. Should the results of monitoring show that any of the ventilation outlet limits specified in TC109A have been exceeded, the Proponent shall immediately notify the Secretary, EPA and Ministry of Health. The notification shall follow up with a detailed report within 20 working days, which shall 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 shall 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 shall 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 TC15B*, and discussion of whether those improvements are feasible and reasonable.

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

Local and Sub-Regional Air Quality

TC109D. The Proponent shall 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 the area adjacent to the northern and southern ventilation outlets which would be within a potential three-dimensional zone of affectation (buffer volume). This process shall 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. The Proponent shall meet all reasonable costs for the development of this process and any necessary amendments to the planning instrument(s) required to implement the process.

TC109E. Prior to operation, the Proponent shall investigate, in consultation with the EPA the measures for smoky vehicle enforcement in areas surrounding the project, taking into consideration cost effectiveness. Any measures implemented as a result of investigation recommendations shall be in accordance with current RMS smoky vehicle enforcement programs. The effectiveness of the smoky vehicle enforcement measures shall be documented in the Independent Environmental Audit required under TC118.

Air Quality — General Reporting

TC109F. The Proponent must develop and implement a reporting system for in-tunnel, ambient and ventilation outlet limits to the satisfaction of the Secretary in consultation with the EPA. The reporting system must be approved, fully implemented and operational prior to operation. Minimum analytical reporting requirements for air pollution monitoring stations shall be as specified in the *Approved Methods of Modelling and Assessment of Air Pollutants in NSW* (EPA 2007, or as updated).

Public Access to Monitoring Results

TC110. Results of hourly updated real-time ambient monitoring of PM10, PM2.5, visibility, NO2, and CO at the approved monitoring stations, in-tunnel CO/NO2 and ventilation outlet measurements, and relevant meteorological data, shall be provided on a website and made publicly available each month in hard copy format in an easy to interpret format. These data shall be preliminary until a quality assurance check has been undertaken by a person or organisation accredited by NATA for this purpose. The availability of these data shall 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

TC110A. The provision, operation and maintenance (including all auditing and validation of data) of all air quality monitoring and reporting shall be funded by the Proponent.

TC110B. All continuous emissions monitoring systems installed and operated as a requirement of condition TC109 shall 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.

TC110C. The Proponent shall 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 shall commence six months from commencement of operation. The auditor shall 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 shall also be issued to the Proponent and AQCCC.

TC110D. The Proponent shall undertake appropriate quality assurance (**QA**) and quality control (**QC**) measures for air quality and ventilation outlet emission monitoring data. This shall include, but not necessarily 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 shall be approved by an independent expert approved by the Secretary prior to monitoring of air quality and ventilation outlet emissions as appropriate.

Emergency Discharge

TC111. Conditions TC102 and TC107 do not apply in an emergency to prevent damage to loss of life or serious injury. The Proponent shall, as soon as reasonably practicable, notify the Secretary and the EPA of any such discharge.

Noise

Operational Noise

TC112. The project must be designed and operated in accordance with Roads and Maritime Service's Noise Criteria Guideline (NCG, April 2015) and Noise Mitigation Guideline (NMG, April 2015) which describes the approach to establishing noise criteria under the *NSW Road Noise Policy* (2011) and identifying feasible and reasonable noise mitigation to meet NCG criteria.

TC113. Fixed ancillary infrastructure including but not limited to ventilation outlets, ventilation fans and any tunnel control centre must be designed and operated to meet the noise goals specified in the *NSW Industrial Noise Policy* (EPA, 2000) and the Sleep Disturbance Application Note to the Industrial Noise Policy (DEC 2007). The Proponent shall apply mitigation at existing receivers where the noise requirements cannot be achieved.

Operational Noise Review

TC114. Unless otherwise agreed by the Secretary, within six months of commencing construction, the Proponent shall, in consultation with the EPA, prepare and submit for the approval of the Secretary, a review of the operational noise mitigation measures proposed to be implemented for the project. The review shall:

- (a) confirm the operational noise predictions of the project based on detailed design. This operational noise assessment shall be based on an appropriately calibrated noise model (which has incorporated additional noise monitoring, where necessary for calibration purposes);
- (b) review the suitability of the operational noise mitigation measures identified in the documents listed under condition TC1 to achieve the criteria outlined in the *NSW Road Noise Policy* (Department of Environment, Climate Change and Water, 2011), based on the operational noise performance of the project predicted under (a) above; and
- (c) where necessary, investigate additional feasible and reasonable noise mitigation measures to achieve the criteria outlined in the *NSW Road Noise Policy* (Department of Environment, Climate Change and Water, 2011).

Operational Noise Compliance

TC115. Within 12 months of the commencement of operation of the project, or as otherwise agreed by the Secretary, the Proponent shall undertake operational noise monitoring to compare actual noise performance of the project against noise performance predicted in the review of noise mitigation measures required by condition TC114, and prepare an **Operational Noise Compliance Report** to document this monitoring. The Report shall include, but not necessarily be limited to:

- (a) noise monitoring to assess compliance with the operational noise levels predicted in the review of operational noise mitigation measures required under condition TC114 and documents specified under condition TC1 of this approval;
- (b) a review of the operational noise levels in terms of criteria and noise goals established in the *NSW Road Noise Policy* 2011;
- (c) methodology, location and frequency of noise monitoring undertaken, including monitoring sites at which project noise levels are ascertained, with specific reference to locations indicative of impacts on sensitive receivers;

- (d) details of any complaints and enquiries received in relation to operational noise generated by the project between the date of commencement of operation and the date the report was prepared;
- (e) any required recalibrations of the noise model taking into consideration factors such as actual traffic numbers and proportions;
- (f) an assessment of the performance and effectiveness of applied noise mitigation measures together with a review and if necessary, reassessment of feasible and reasonable mitigation measures; and
- (g) identification of additional feasible and reasonable measures to those identified in the review of noise mitigation measures required by condition TC114, that would be implemented with the objective of meeting the criteria outlined in the *NSW Road Noise Policy 2011*, when these measures would be implemented and how their effectiveness would be measured and reported to the Secretary and the EPA.

The Proponent shall provide the Secretary and the EPA with a copy of the Operational Noise Report within 60 days of completing the operational noise monitoring referred to above or as otherwise agreed by the Secretary.

Operational Performance

Dangerous Goods

TC116. The Proponent shall ensure that all practicable measures are taken to prohibit any vehicle carrying dangerous goods defined under the Australian Dangerous Goods Code from entering the tunnel.

Maintenance

TC117. The ongoing maintenance and operation costs of urban design and landscaping items and works implemented as part of this infrastructure approval shall 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 the design standards established in the Design and Landscape Plan required by condition TC40.

Transport and Access

TC117A. Prior to operation, the Proponent shall prepare and implement an **Operational Traffic Management Plan**. The Plan shall outline the proposed measures to ensure the satisfactory performance of the project during operation. The Plan shall be prepared in consultation with the Transport Management Centre. The Plan shall include, but not necessarily be limited to:

- (a) detail of public transport improvements in and around Parramatta Road resulting from opportunities provided by the project, prepared in consultation with Transport for NSW;
- (b) a description of the tolling strategy for the project, with reference to the existing and proposed arrangements for the Sydney motorway network more generally; and
- (c) details of legally enforceable mechanisms for restricting dangerous goods vehicles from the tunnel.

The Plan shall be submitted for the information of the Secretary at least one month prior to commencement of operation of the project.

TC117B. At 12 months, and 5 years, after the commencement of operation of the project, or as otherwise agreed to by the Secretary, the Proponent shall prepare a **Road Network Performance Review Plan** in consultation with relevant Councils that includes:

- (a) an updated analysis, including modelling of traffic impacts to the adjoining road network, as a consequence of the project. This shall include a review of new information available about potential land use changes;
- (b) an updated description and explanation of the extent of project improvements and the area of affected road network considered in the updated analysis and its consistency or otherwise with the affected network;
- (c) identification of potential mitigation measures to manage any predicted traffic performance deficiencies, including bus priority measures and management measures to minimise toll avoidance, particularly for heavy vehicles;
- (d) the predicted traffic performance improvements from these measures, including any cumulative improvements;
- (e) justification of why the predicted 'without project' performance of any intersection on the adjoining road network cannot be improved; and
- (f) details of any complaints received relating to traffic, transport and access impacts, and how they have been addressed in the Plan.

The Plan shall be submitted to the Secretary, Transport for NSW (in relation to impacts on bus services) and to relevant Council within 60 days of its completion and made publicly available.

The purpose of the Plan is to optimise road network performance, and manage the performance impacts of the project 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.

Urban Design and Visual Amenity

TC117C. The ongoing maintenance and operation costs of urban design and landscaping items and works implemented as part of this infrastructure approval shall 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 the design standards established in the Urban Design and Landscape Plan required under condition TC40.

Operation Environmental Audit Report

TC118. Within 12 months of the commencement of operation, and at any other stage required by the Secretary, the Proponent shall commission and pay the full cost of an Independent **Environmental Audit** of the project. This audit shall:

- (a) be conducted by a suitably qualified, experienced and independent team of experts whose appointment has been endorsed by the Secretary;
- (b) include consultation with the relevant agencies and local Councils;
- (c) assess the environmental performance of the project 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 listed in TC1;
- (e) review the adequacy of any approved strategy, plan or program required under the abovementioned approvals; and
- (f) recommend measures or actions to improve the environmental performance of the project, and/or any strategy, plan or program required under these approvals.

Within 60 days of commissioning this audit, or as otherwise agreed by the Secretary, the Proponent shall 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 shall 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 project.*

Operational Environmental Management

TC119. Prior to the commencement of operation, the Proponent shall incorporate the project into existing environmental management systems administered by the Proponent and prepared in accordance with the AS/NZS ISO 14000 Environmental Management System series, or other AS/NZS ISO 14000 EMS system.

TC120. Prior to the commencement of operation, or as otherwise agreed by the Secretary, the Proponent shall prepare and implement (following approval) an **Operational Environmental Management Plan** for the project. The Plan shall outline the environmental management practices and procedures that are to be followed during operation, and shall be prepared in consultation with relevant agencies and in accordance with the *Guideline for the Preparation of Environmental Management Plans* (Department of Infrastructure, Planning and Natural Resources, 2004). The Plan shall include, but not necessarily be limited to:

- (a) a description of activities to be undertaken during operation of the project (including staging and scheduling);
- (b) statutory and other obligations that the Proponent is required to fulfil during operation, including approvals, consultations and agreements required from authorities and other stakeholders under key legislation and policies;
- (c) overall environmental policies, guidelines and principles to be applied to the operation of the project;
- (d) a description of the roles and responsibilities for relevant employees involved in the operation of the project, including relevant training and induction provisions for ensuring that employees are aware of their environmental and compliance obligations under these conditions of approval;
- (e) an environmental risk analysis to identify the key environmental performance issues associated with the operation phase; and
- (f) details of how environmental performance would be managed and monitored to meet acceptable outcomes, including what actions will be taken to address identified potential adverse environmental impacts, including those safeguards and mitigation measures detailed in the EIS (and any impacts arising from the staging of the

construction of the project). In particular, the following environmental performance issues shall be addressed in the Plan:

- (i) in-tunnel and ambient air quality management (as part of the ventilation management and monitoring strategy);
- (ii) tunnel fire and life safety management;
- (iii) operational noise management, including traffic noise and noise from fixed infrastructure;
- (iv) groundwater management, including treatment and discharge;
- (v) hydrology, flooding and road drainage;
- (vi) ongoing management of landscaping and rehabilitated areas; and
- (vii) hazards and risk.

The Plan shall be submitted for the approval of the Secretary no later than one month prior to the commencement of operation, or as otherwise agreed by the Secretary. Operation shall not commence until written approval has been received from the Secretary.

The approval of an Operational Environmental Management Plan does not relieve the Proponent of any requirement associated with this approval. If there is an inconsistency with an approved Operational Environmental Management Plan and the conditions of this approval, the requirements of this approval prevail.

SCHEDULE 61

Master Access Deed

(Clause 23.3)

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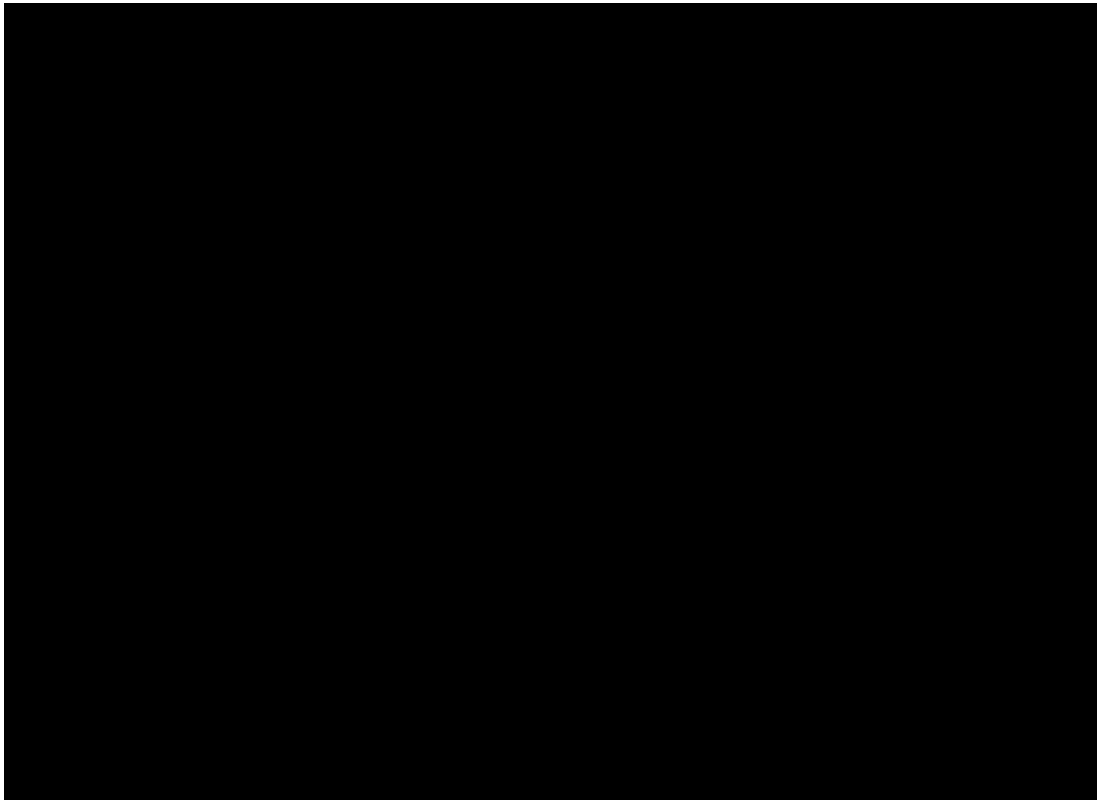
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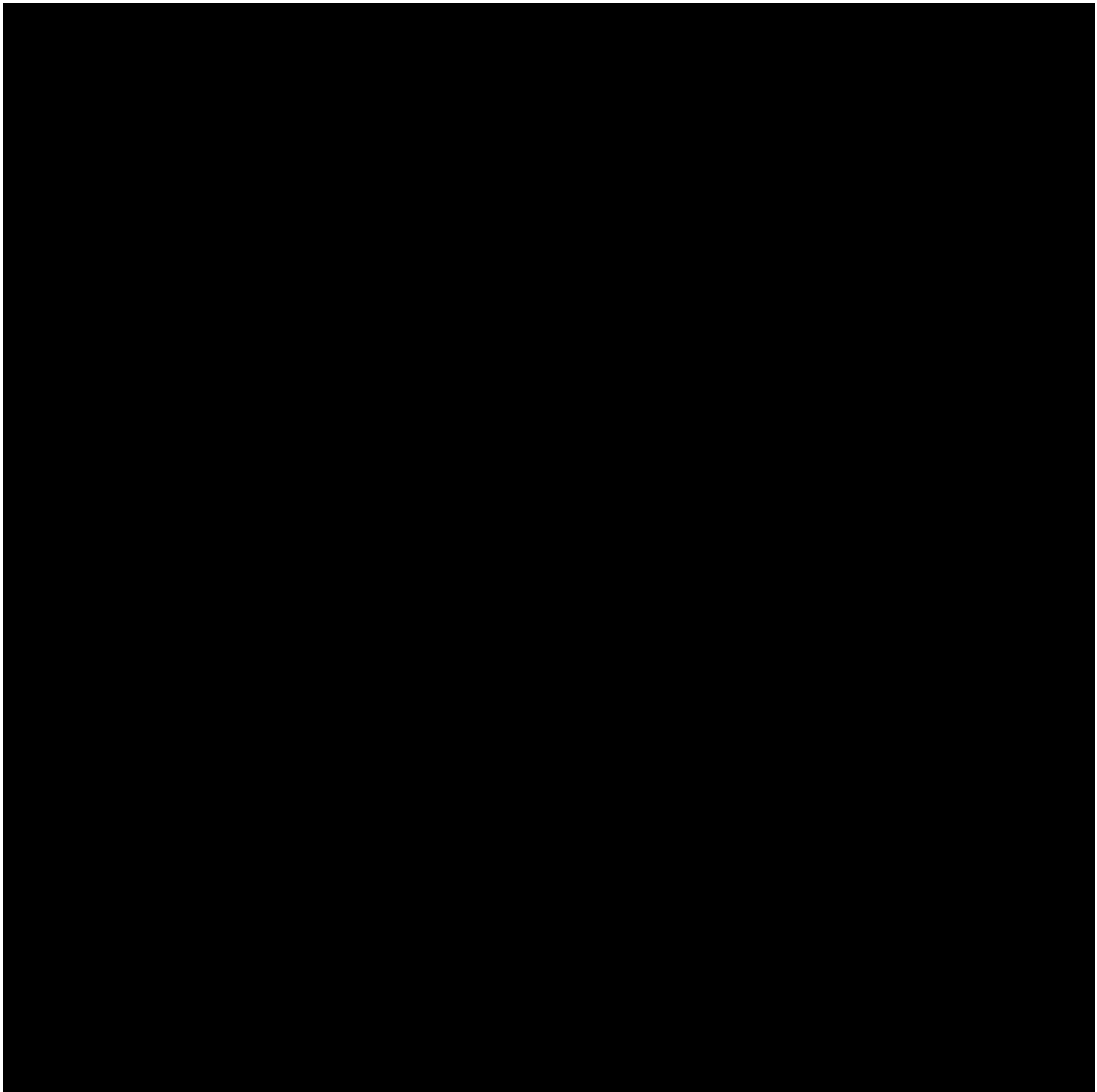
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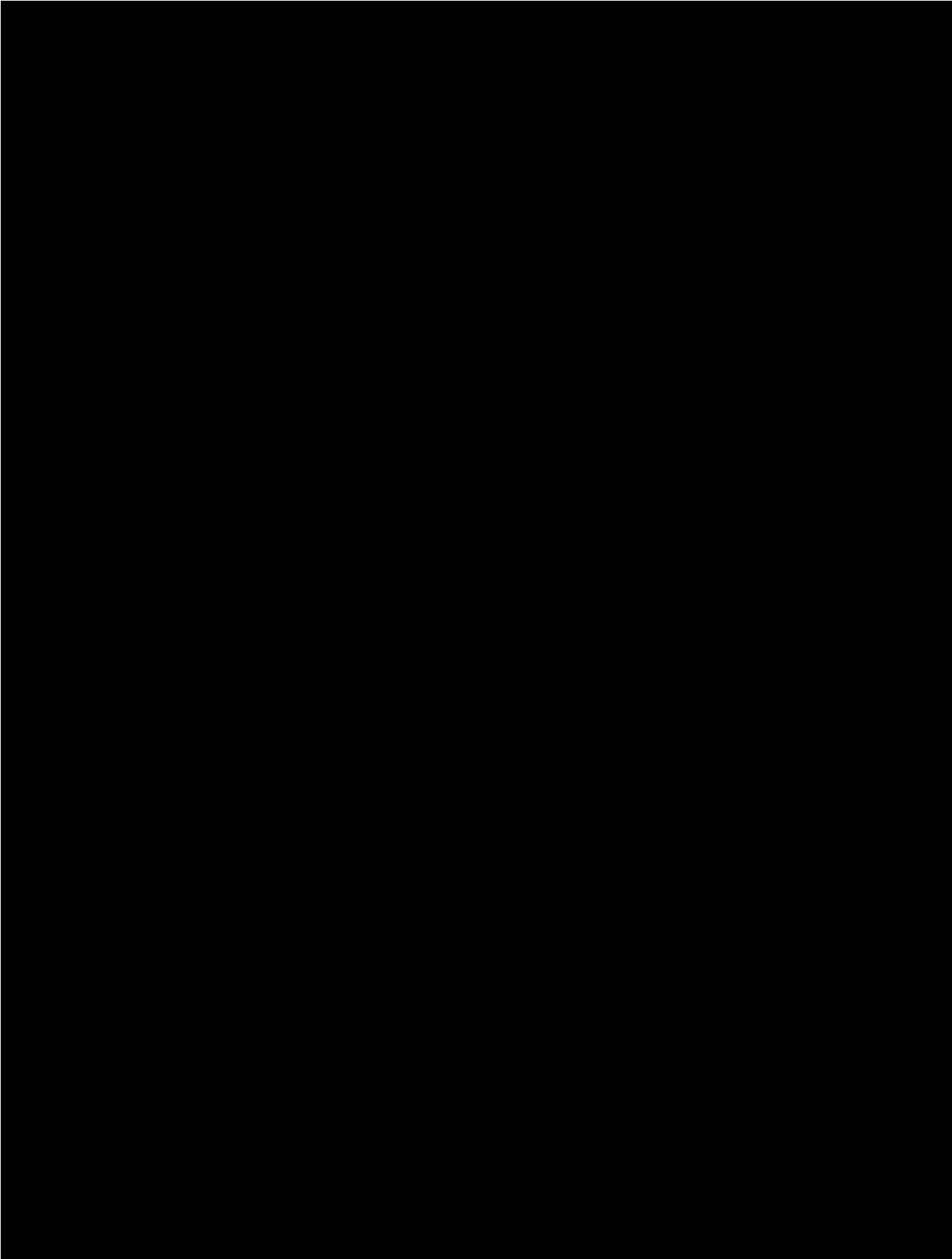
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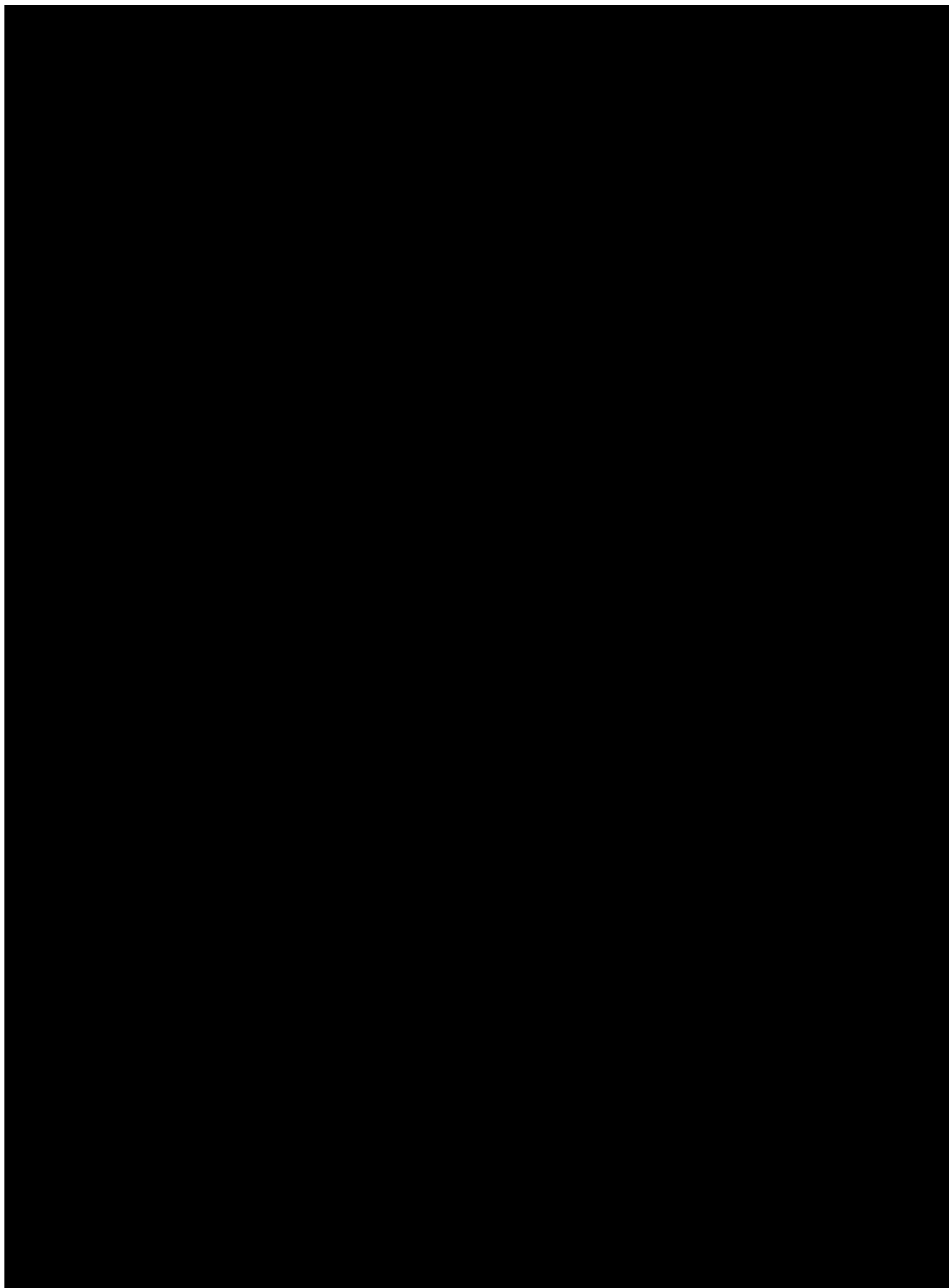
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SCHEDULE 62

Retained Responsibilities

(Clause 23.3)

1. INTERPRETATION OF THIS SCHEDULE

Where obligations or matters are listed in this Schedule 62 as remaining the responsibility of RMS:

- (a) references to clauses are references to clauses of the Master Access Deed, unless otherwise indicated;
- (b) this schedule refers to the terms of the Master Access Deed as if they were directly between the Asset Trustee and RailCorp even though those obligations are to be performed by the Asset Trustee to RMS to satisfy RMS's obligations to RailCorp;
- (c) without limiting clause 23.3 of this deed, the matter or obligation remains RMS's responsibility as between RMS and RailCorp, and at the same time is a matter or an obligation, as between the Asset Trustee and RMS in relation to which:
 - (i) the Trustees must not do, or omit to do, anything that may cause RMS to be in breach of RMS's obligations under the Master Access Deed; and
 - (ii) the Trustees must if requested provide information and assistance to RMS to enable RMS to fulfil the relevant requirements under the Master Access Deed; and
- (d) nothing in this Schedule 62 will limit, or is to be taken to limit, any of the Trustees' obligations and liabilities under this deed.

2. RMS'S RESPONSIBILITIES IN RESPECT OF THE MASTER ACCESS DEED

The only matters that remain the responsibility of RMS, as between RMS and the Asset Trustee, in ensuring compliance with the Master Access Deed, are that RMS is to be responsible for:

- (a) negotiating any replacement of the Master Access Deed under clause 2;
- (b) obligations or matters referred to under clause 3.1;
- (c) discussions about any tender pursuant to clause 4.1(a)(ii);
- (d) providing RailCorp with any notice about a design element referred to under clause 4.1(b)(i);
- (e) requests to, and discussions with, RailCorp referred to under clause 4.1(c);
- (f) obligations or matters referred to under clause 4.7, except that;
 - (i) to the extent a requirement to submit a Corridor Access Application (within the meaning of that term under the Master Access Deed) under clause 4.7 arises out of or in connection with the Asset Trustee's obligations to rectify Defects, the Asset Trustee will be responsible for the obligations or matters referred to under clause 4.7; and

- (ii) the Asset Trustee is responsible for preparation of RailCorp Maintenance Plans pursuant to clause 23.3(j) of this deed;
- (g) payment of the part of RailCorp's Costs attributable to RMS determined by RailCorp under clause 14.4(b) of the Master Access Deed;
- (h) notifying RailCorp of the identity of any Condition Consultant (as defined in the Rail Agreement) and discussing and agreeing a Condition Consultant;
- (i) obligations or matters referred to under clause 18.1;
- (j) obligations or matters referred to under clause 20, except that to the extent a requirement under clause 20 arises out of or in connection with:
 - (i) rectification of Defects; or
 - (ii) preparation or revision of RailCorp Maintenance Plans pursuant to clause 23.3(j) of this deed,
 - (iii) the Asset Trustee will be responsible for those obligations or matters referred to under clause 20;
- (k) obligations or matters referred to under clause 24, except that the Asset Trustee will be responsible for effecting and maintaining, and ensuring that the Asset Trustee's subcontractors and consultants effect and maintain, the policies of insurance referred to under clause 24.3(b) and 24.3(c) in accordance with the requirements of clause 24, as it applies to those policies (excluding clause 24.2, clause 24.4 and clause 24.7);
- (l) obligations or matters referred to under clause 26;
- (m) obligations or matters referred to under clause 27;
- (n) obligations or matters referred to under clause 29; and
- (o) obligations or matters referred to under clause 33.

SCHEDULE 63

Rail Corridor Works and Railcorp's Technical Conditions

(Clause 23.3)

(Clause 1.1 definition of *Rail Corridor Works* and *RailCorp's Technical Conditions*)

1. PRINCIPAL ITEMS OF INFRASTRUCTURE

The following principal items of infrastructure are included in the Rail Corridor Works:

- (a) bridge comprising an elevated viaduct structure, crossing the Western Rail Line and Carlingford Rail Line; and
- (b) bridge comprising an elevated viaduct structure, crossing the Northern Rail Line.

2. RAILCORP'S TECHNICAL CONDITIONS

The following documents and requirements comprise RailCorp's Technical Conditions as at the date of this deed:

- (a) All relevant RailCorp standards, manuals and other publications that are found at the following internet site: <http://engineering.railcorp.nsw.gov.au/>, including but not limited to the following:
 - (i) RailCorp Engineering Standard Track, ES 215 Transit Space, Version 4.9, April 2013;
 - (ii) RailCorp Engineering Standard Civil, ESC 300 Structures System, Version 2.3, February 2011;
 - (iii) RailCorp Engineering Standard Structures, ESC 310 Underbridges, Version 2.2, July 2010;
 - (iv) RailCorp Engineering Standard Structures, ESC 320 Overbridges and Footbridges, Version 2.2, July 2010;
 - (v) RailCorp Engineering Standard Right of Way, ESC 550 Access Roads, Version 1.1, December 2009;
 - (vi) RailCorp Engineering Standard Electrical, EP 12 30 00 01SP Electrolysis from Stray DC Current, Version 3.0, May 2010; and
 - (vii) RailCorp Engineering Manual Civil, TMC 001, Civil Technical Competencies and Engineering Authority, Version 4.5, April 2013; and
- (b) sufficient space for access roads that give continuous trackside access for road vehicles along and within the rail corridor for both maintenance and emergency services purposes must be provided outside of both sides of the track clearance envelope.

The documents identified in clauses 2(a)(i) to (vii), inclusive above are identified and listed in Appendix D.4 of the M4 East SWTC and Appendix K03 of the M4 West SPR and are Reference Documents within the meaning of the SPR.

SCHEDULE 64

Not Used

SCHEDULE 65

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SCHEDULE 66

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