

# West Gate Tunnel Agreement Third Amending Deed

Hon Jacinta Allan MP, Minister for Transport Infrastructure, for and on  
behalf of the Crown in right of the State of Victoria  
State

Transurban WGT Co Pty Ltd  
Project Co

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Our reference 16013/19387/80193088

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# **West Gate Tunnel Project Agreement Third Amending Deed**

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**Date** 2022

**Parties** Hon Jacinta Allan MP, Minister for Transport Infrastructure, for and on behalf of the Crown in right of the State of Victoria (State)

Transurban WGT Co Pty Ltd (ACN 617 420 023) of Level 31, Tower Five, Collins Square, 727 Collins Street, Docklands 3008 (Project Co)

## **Recitals**

The parties to this Deed are party to the Project Agreement and wish to vary that deed.

## **This Deed provides**

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### **1. Definitions and interpretation**

#### **1.1 Definitions and Interpretation**

In this Deed, unless the context otherwise requires:

**Act** means the *West Gate Tunnel (Trucks Bans and Traffic Management) Act 2019* (Vic).

**BSF** means Bulla Spoils Facility Pty Ltd (ACN 649 078 857).

**Deed of Amendment to the CLUT Works Loan Agreement** means the deed entitled 'Second Deed of Amendment to the CLUT Works Loan Agreement' between Project Co and the Trustee on or about the date of this Deed.

**DOT Acknowledgement Letter** means the letter provided by the Secretary, Department of Transport, to Project Co dated on or about the date of this Deed.

**New Equity Contribution Deed** means the deed entitled 'New Equity Contribution Deed' be entered into between Transurban Holdings Limited and Project Co dated on or about the date of this Deed.

**Operative Date** has the meaning given in clause 2.4(a).

**Project Agreement** means the deed entitled 'West Gate Tunnel Project Agreement' between the State and Project Co dated 11 December 2017 as amended from time to time.

**Second Deed of Amendment to the Concession Enhancement Payments Deed and the Finance Direct Deed** means the deed entitled 'Second Deed of Amendment to the Concession Enhancement Payments Deed and the Finance Direct Deed' to be entered into on or about the date of this Deed between the State, Project Co, NewCo, Funding Co, Clepco and the Company.

**Second Deed of Amendment to State Works Loan Agreement** means the deed entitled 'Second Deed of Amendment to State Works Loan Agreement' to be entered into on or about the date of this Deed between the State and Project Co.

**Spoil Site Activation Costs** means amounts paid by Project Co to BSF above the SSAA Amount where required to be paid by Project Co in accordance with the SSAA.



**SSAA Amount** means \$132,374,000.

**Third Deed of Amendment to the D&C Subcontract** means the deed entitled 'Third Deed of Amendment to the D&C Subcontract' to be entered into on or about the date of this Deed between the State, Project Co, NewCo, the Trustee and the D&C Subcontractor.

**West Gate Tunnel CityLink Umbrella Deed Amending Deed** means the deed entitled 'West Gate Tunnel CityLink Umbrella Deed Amending Deed' to be entered into on or about the date of this Deed between Project Co, the CityLink Parties and Clepco.

## 1.2 Project Agreement Definitions

Subject to clause 1.1, terms which have a defined or special meaning in the Project Agreement have that meaning in this Deed.

## 1.3 State Project Document

Each party agrees that this Deed constitutes a State Project Document.

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## 2. Conditions Precedent

### 2.1 General

It is a condition precedent to the operation of this Deed that the Minister (for the purposes of the Act) causes, in accordance with section 13 of the Act, to be published in the Victorian Government Gazette a notice of the agreement constituted by this Deed, specifying an address of a Government Internet site at which the agreement constituted by this Deed is published.

### 2.2 Specific

Subject to clause 2.4, it is a condition precedent to the operation of clause 3 of this Deed that:

- (a) the State has received a copy of each of the following documents duly executed by each party to that document other than the State and in form and substance satisfactory to the State:
  - (i) Second Deed of Amendment to State Works Loan Agreement;
  - (ii) Second Deed of Amendment to the Concession Enhancement Payments Deed and the Finance Direct Deed;
  - (iii) West Gate Tunnel CityLink Umbrella Deed Amending Deed;
  - (iv) New Equity Contribution Deed; and
  - (v) Deed of Amendment to the CLUT Works Loan Agreement;
- (b) Project Co has received the DOT Acknowledgement Letter duly signed by the Secretary, Department of Transport;
- (c) Project Co has received a copy of each of the following documents duly executed by the State in form and substance satisfactory to Project Co:
  - (i) Second Deed of Amendment to State Works Loan Agreement; and
  - (ii) Second Deed of Amendment to the Concession Enhancement Payments Deed and the Finance Direct Deed; and

- (d) the Operative Date of the Third Deed of Amendment to the D&C Subcontract has occurred.

## **2.3 Notice of satisfaction**

- (a) The State must notify Project Co as soon as practicable after the conditions outlined in clauses 2.1 and 2.2 have been satisfied or waived; and
- (b) a representative of each of the State and Project Co must sign the notice as soon as practicable confirming that the conditions outlined in clauses 2.1 and 2.2 have been satisfied or waived.

## **2.4 Operative Date**

- (a) Subject to clause 2.4(b), clause 3 of this Deed takes effect on the date on which the notice under clause 2.3 is given (**Operative Date**).
- (b) Clauses 1, 2 and 4 to 13 come into full force and effect on the day the notice referred to in clause 2.1 is published.

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## **3. Amendments**

Each party agrees that, with effect from the Operative Date, the Project Agreement is varied in the manner set out in Schedule 1 to this Deed.

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## **4. Site Activation Costs**

### **4.1 SSAA Amount and Spoil Site Activation Costs**

Each party agrees that the SSAA Amount and Spoil Site Activation Costs incurred by Project Co up to 16 December 2021 will be borne by them on a 50:50 basis.

### **4.2 Payment**

- (a) Within 10 Business Days of the Operative Date, Project Co must issue a valid tax invoice to the State for:
  - (i) 50% of the SSAA Amount, being \$66,187,000; and
  - (ii) 50% of any Spoil Site Activation Costs incurred by Project Co up to 16 December 2021,

**(SSAA Invoice).**
- (b) Within 20 Business Days of receipt of the SSAA Invoice, the State must make full payment of the invoiced amount into Project Co's nominated bank account, unless the State disputes the invoice.
- (c) Where the State disputes the amount of the SSAA Invoice, clauses 43 and 44 of the Project Agreement will apply.
- (d) Clause 29.2 of the Project Agreement will apply to the calculation of any interest payable on the SSAA Invoice by the State to Project Co.
- (e) Clauses 55.1(a) to 55.1(g) inclusive of the Project Agreement apply to this Deed as if set out in this Deed in full, except that references in those clauses to "this Agreement" shall be read as "this Deed".

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## **5. Representations and Warranties**

Insofar as:

- (a) a party has, under a State Project Document, made a representation or warranty in favour of another party or other parties; and
- (b) the representation or warranty relates to:
  - (i) the party's power to, or actions authorising the party to, enter into, execute, deliver or perform a (or any) State Project Document; or
  - (ii) the capacity in which the party enters into a (or any) State Project Document,

then the party repeats that representation and warranty:

- (c) in favour of the party or parties in whose favour it was initially made;
- (d) as at the date of this Deed and as at the Operative Date; and
- (e) as if the representation and warranty related to this Deed, rather than the relevant State Project Document.

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## **6. Provisions in Full Force**

The parties agree that each provision of the Project Agreement remains in full force and effect in accordance with its terms, except to the extent expressly varied pursuant to this Deed.

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## **7. Further Assurance**

Each party shall, at its own expense, sign, execute, deliver and do all such acts and things as may reasonably be required of it to carry out and give full effect to this Deed and the rights and obligations of the parties to it.

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## **8. Counterparts**

This Deed may be executed in any number of counterparts and all counterparts taken together will constitute one and the same instrument.

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## **9. Attorneys**

Each person executing this Deed as an attorney states that he or she has no notice of revocation of the Power of Attorney under which the person acts as attorney.

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## **10. Notices**

A notice given under this Deed must be given in accordance with clause 60.1 of the Project Agreement.

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## **11. Governing law and jurisdiction**

Clause 61.1 of the Project Agreement applies to this Deed as if set out in full in this Deed and as if references in that clause to "this Deed" were to this Deed.

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## 12. Electronic exchange of document

A party may exchange an executed counterpart of this Deed with another party by sending it (or a link providing access to that executed counterpart) by facsimile or email to the other party or that other party's legal representative (which, in the case of a link, is then accessed and the relevant counterpart is downloaded by that party or legal representative (as applicable)).

In such an instance, each party confirm and undertakes that:

- (a) this Deed will be deemed to be released and delivered, and each party to this Deed will be bound by its terms, when the law firm that the parties have agreed to date this Deed has:
  - (i) received or downloaded (as applicable) an executed counterpart of this Deed from each party to this Deed; and
  - (ii) dated this Deed; and
- (b) if the party that provided the Deed either by facsimile or email (as applicable) executed the Deed in wet ink, that party is still required to provide an originally executed counterpart to each other party either by hand or post as soon as possible, but any failure or delay in doing so will not affect the validity or effectiveness of this Deed or the exchange or delivery.

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## 13. Electronic signature

Each party warrants that:

- (a) immediately prior to entering into this Deed, it has unconditionally consented to:
  - (i) the requirement for a signature under any law being met; and
  - (ii) any other party to this Deed executing it,by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature; and
- (b) if this Deed, the Settlement Deed and the Settlement Documents (as defined in the Settlement Deed) to which it is a party (**Relevant Documents**) have been executed using an electronic signature, they have applied (or their duly authorised signatories have applied) the electronic signature to each of the Relevant Documents, or approved the application of the electronic signature to the Relevant Documents on their behalf.

**Executed as a deed.**

**Signed sealed and delivered as a deed** in the State of Victoria by **Jacinta Allan MP, in her capacity as the Minister for Transport Infrastructure** for and on behalf of the Crown in right of the State of Victoria:

\_\_\_\_\_  
Signature

**Signed, sealed and delivered by Transurban  
WGT Co Pty Ltd ACN 617 420 023** in accordance  
with section 127(1) of the Corporations Act 2001  
(Cth) by or in the presence of:



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Signature of Secretary/other Director

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Signature of Director

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Name of Secretary/other Director in full

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Name of Director in full

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## Schedule 1 - Amendments

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### **1. Project Agreement provisions**

The Project Agreement is varied by deleting those provisions marked in ~~strikeout~~ (to the extent so marked) and inserting those provisions marked in double underline (to the extent so marked) as set out in Annexure A to this Deed.

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### **2. Amendments to Schedule 1 (Contract Particulars)**

Schedule 1 (Contract Particulars) to the Project Agreement is varied by deleting those provisions marked in ~~strikeout~~ (to the extent so marked) and inserting those provisions marked in double underline (to the extent so marked) as set out in Annexure B to this Deed.

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### **3. Amendments to Schedule 4 (Change Compensation Principles)**

Schedule 4 (Change Compensation Principles) to the Project Agreement is varied by deleting those provisions marked in ~~strikeout~~ (to the extent so marked) and inserting those provisions marked in double underline (to the extent so marked) as set out in Annexure C to this Deed.

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### **4. Amendments to Schedule 5 (Termination Payment Schedule)**

Schedule 5 (Termination Payments Schedule) to the Project Agreement is varied by deleting those provisions marked in ~~strikeout~~ (to the extent so marked) and inserting those provisions marked in double underline (to the extent so marked) as set out in Annexure D to this Deed.

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### **5. Amendments to Schedule 15 (Confidential Information Schedule)**

Schedule 15 (Confidential Information Schedule) to the Project Agreement is varied by deleting those provisions marked in ~~strikeout~~ (to the extent so marked) and inserting those provisions marked in double underline (to the extent so marked) as set out in Annexure E to this Deed.

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### **6. New Schedule 45 (East Zone Major Steel Procurement Schedule)**

The Project Agreement is varied by inserting Schedule 45 (East Zone Major Steel Procurement Schedule) to the Project Agreement the document set out in Annexure F to this Deed.

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### **7. New Schedule 46 (MEI and IT Equipment Schedule)**

The Project Agreement is varied by inserting as Schedule 46 (MEI and IT Equipment Schedule) to the Project Agreement the document set out in Annexure G to this Deed.

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### **8. Amendments to Exhibit A (PSR) to the Project Agreement**

Exhibit A (Project Scope and Requirements) to the Project Agreement is varied by:

- (a) in respect of Parts A to J, deleting those provisions marked in ~~strikeout~~ (to the extent so marked) and inserting those provisions marked in double underline (to the extent so marked) as set out in Annexure H to this Deed;

- (b) in respect of Part K, deleting those provisions marked in ~~strikeout~~ (to the extent so marked) and inserting those provisions marked in double underline (to the extent so marked) as set out in Annexure I to this Deed; and
- (c) in respect of Attachment A, deleting those provisions marked in ~~strikeout~~ (to the extent so marked) and inserting those provisions marked in double underline (to the extent so marked) as set out in Annexure J to this Deed.



**Annexure A - Amendments to the Project Agreement (Clauses 1 to 61)**

**Execution Version**

# Project Agreement

## **West Gate Tunnel**

The Treasurer of Victoria for and on behalf of the Crown in right of the  
State of Victoria  
State

Transurban WGT Co Pty Ltd  
Project Co

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## **List of Exhibits**

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Exhibit BA - Lease (NewCo)

Exhibit C - Construction Licence

Exhibit D - Maintenance Licence

Exhibit E - Independent Reviewer and Environmental Auditor Deed of Appointment

## Project Agreement made on 11 December 2017 as amended by the Third Amending Deed

### Parties

The Treasurer of Victoria for and on behalf of the Crown in right of the State of Victoria (State)

Transurban WGT Co Pty Ltd (ACN 617 420 023) (Project Co)

### Background

- A Transurban Limited submitted a proposal for the Project (the **Proposal**) to the State on 12 March 2015.
- B On 30 April 2015, the State announced that the Proposal had progressed to Stage Three of the Market Led Proposal Guidelines.
- C On 8 December 2015, the State announced that the Proposal had progressed to Stage Four of the Market Led Proposal Guidelines.
- D This Agreement sets out the terms on which:
- (a) Project Co agrees to deliver the Project;
  - (b) the Treasurer of Victoria enters into this Agreement on behalf of the Crown in right of the State of Victoria pursuant to the State's powers; and
  - (c) the risks associated with the Project are allocated as between the State and Project Co.

### Operative provisions

#### PART A - GENERAL

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## 1. Definitions

In this Agreement, unless the context otherwise requires:

[3 Month Look-ahead Program Reports](#) means the reports prepared as provided for in section 1.9 of Part F2 of the PSR.

**Aboriginal Cultural Heritage** has the meaning given in the *Aboriginal Heritage Act 2006* (Vic).

**Access Delay Period** has the meaning given in clause 6.3(i)(i).

**Access Delay Project Activities** has the meaning given in clause 6.3(i)(ii).

**Accident Towing Licence Event** means where either:

- (a) the Minister fails to authorise sufficient licences under the *Accident Towing Services Act 2007* (Vic) to enable the relevant West Gate Tunnel agency (as defined in the *Accident Towing Services Act 2007* (Vic)) to perform its obligations, exercise its rights or carry out its functions under the *Accident Towing Services Act 2007* (Vic), the Project Legislation, regulations made under those Acts or this Agreement



(including the towing of vehicles and removal of debris arising out of or in connection with breakdowns and accidents to a Safe Location); or

- (b) VicRoads fails to issue a licence authorised by the Minister for the purposes described in paragraph (a) in circumstances where the proposed licensee has met all relevant requirements of the *Accident Towing Services Act 2007 (Vic)*, the *Road Management Act 2004 (Vic)* and the regulations made under those Acts.

**Accommodation Works** means all works necessary to ensure that:

- (a) the amenity and functionality of; or
- (b) access to and egress from,  
  
any property (including any property located outside the Construction Areas and any structure on any property) that is affected by the D&C Activities, is maintained (during the carrying out of the D&C Activities) and reinstated (following the carrying out of the relevant D&C Activities) to at least the standard that it was in immediately prior to the date of this Agreement including:
- (c) construction of fences to separate the property located outside of the Construction Areas from the property located within the Construction Areas;
- (d) landscaping and reinstatement works; and
- (e) all works described in section 5.1(l)(vi) of Part A of the PSR.

**Accounts and Records** has the meaning given in clause 51.1(a).

**Account Bank Deed** means the document entitled "Account bank deed - WGT and NewCo" dated on or about the date of this Agreement between the State, Project Co, NewCo and the Commonwealth Bank of Australia as the account bank, pursuant to which the account bank, amongst other things, undertakes not to exercise a right of set-off or combination accounts.

**Accreditation** means:

- (a) accreditation under Division 4 of Part 3 of the Rail Safety National Law; and
- (b) any other approval that is required for a Rail Transport Operator to conduct any rail transport operations.

**Actual Costs** means the actual costs incurred by Project Co in connection with the West Gate Tunnel.

**Actual Revenue** means the actual revenue derived by Project Co in connection with the West Gate Tunnel.

**Additional Land Parcels** means the additional parcels of land as set out in Table H15.2 and Table H15.3 of Part H15 and Part K22 of the PSR.

**Additional MOFF Area** means a part of the Maintenance Area upon which an Additional MOFF is located.

**Additional MOFF** means a Maintained Off-Freeway Facility identified in Part B of the Pre-Agreed Modification Schedule.

**Additional State Contribution Schedule** means Schedule 38.

**Adjusted Net Operating Cashflow** means at any time, the projected net operating cashflow to be derived by Project Co in connection with the West Gate Tunnel from that time until the Final Expiry Date, calculated as:

- (a) Projected Revenue; less
- (b) projected costs as set out in the Notional Cost Profile, as adjusted to take into account changes in the projected costs set out in the Notional Cost Profile, or new projected costs to be included in the Notional Cost Profile, arising from the relevant Relief Event (other than an event described in paragraph (d) of the definition of Relief Event).

**Adjustment Event** has the meaning given in the Adjustment Events Schedule.

**Adjustment Events Schedule** means Schedule 42.

**Adjustment Trigger** has the meaning given in clause 8.2(a) of the Western Distributor Commitment Deed.

**Agreed Exceptions** has the meaning given in the PSR.

**Agreed Occupation** means:

- (a) an "Agreed Occupation" as defined in the Rail Projects Agreements; and
- (b) any track occupation set out in the site access program agreed or otherwise required to be provided under clause 8.6 of the Interstate Infrastructure Lease.

**Agreement** means this project agreement and includes all schedules, exhibits, attachments and annexures to it.

**Air Space:**

- (a) in respect of Category 1 Rail Land that is subject to a Rail Projects Agreement, has the meaning given to that term in the Infrastructure Lease;
- (b) in respect of Category 1 Rail Land that is subject to the Interstate Infrastructure Lease, has the meaning given to that term in the Interstate Infrastructure Lease; and
- (c) in respect of Category 2 Rail Land, has the meaning given to that term in the relevant Category 2 Lease (as applicable).

**Alternate Traffic Control Room** means the alternative traffic control room where the backup system referred to in section 1.6 of Part D1 of the PSR is located, which at the date of this Agreement, is at 49 Balston St, Southbank.

**Amended Outstanding Close-Out Costs** has the meaning given in clause 21.2(c)(ii)B.

**Annual KPI Report** has the meaning given in section 4(a)(ii) of Part B of Schedule 3.

**Anticipated Transition Services Period** has the meaning given in clause 28.4(e)(iii).

**Apprentice** means a person whom an employer has undertaken to train under a Training Contract.

**Alternative Approval** means a planning permit, approval or other authorisation or an exemption from the need for any planning permit, approval or other authorisation, which legally

entitles Project Co and its Associates to carry out the Project Activities impacted by the PSA Event.

**Alternative Approval Event** means:

- (a) an Alternative Approval is procured by the State; and
- (b) the Alternative Approval requires an additional or modified condition or requirement to be satisfied which is not imposed by the Planning Scheme Amendment or otherwise required by the State Project Documents.

[Alternative Settlement Direct Provisions](#) has the meaning given in clause 23.15B(a).

**Approval** means the Key Approvals, any licence, permit, authorisation, consent, assessment, approval, determination, certificate, accreditation, registration, clearance, permission or the like (as amended or substituted from time to time) which is required to be issued by or obtained from any Authority or any other person or in accordance with any Law, which must be obtained or satisfied in connection with the Project (including for the continuous passage of vehicles after the West Gate Tunnel Opening Date).

**Approval Suspension Period** has the meaning given in clause 13.7(c).

**Approved Project** means any form of the Project that is permitted by and will comply with the Key Approvals.

**APRA** means the Australian Prudential Regulation Authority.

**ARTC** means Australian Rail Track Corporation Ltd (ABN 75 081 455 754), in its capacity as lessor and manager of Victoria's interstate track and related assets.

**Artefacts** means any places, fossils, bones, artefacts, coins, articles of antiquity, buildings, structures, natural features or other remains or objects or things of scientific, geological, historical, aesthetic, social, spiritual, cultural, heritage or archaeological interest including any items of cultural heritage significance under the *Aboriginal Heritage Act 2006* (Vic).

**As-Built Records** means the as-built information required to be provided in relation to the Works in accordance with section 11 of Part F.6 of the PSR.

**Assessment Periods** means the assessment periods referred to in each KPI as set out in Part C of Schedule 3.

**Asset Management System** has the meaning given in the PSR.

**Associate or Associates** means, in relation to a person, any officer, agent, adviser, consultant, contractor or employee of that person and:

- (a) in the case of Project Co, includes:
  - (i) the Project Co Representative;
  - (ii) any Group Member or Consortium Member (other than Project Co) and their respective officers, agents, advisers, consultants, contractors and employees; and
  - (iii) the Equity Investors, any Subcontractors (that are not Consortium Members) and their respective officers, agents, advisers, consultants, contractors and employees,

each acting in connection with the Project, but does not include:

- (iv) \_\_\_\_\_ the State or any of its Associates, the Independent Reviewer and Environmental Auditor or any Handover Reviewer; ~~and~~
- (v) \_\_\_\_\_ in respect of the Settlement Direct Provisions only, the D&C Subcontractor and the D&C Subcontractor's Associates (as defined in the D&C Subcontract); and
- (vi) \_\_\_\_\_ BSF, their Related Bodies Corporate and their Associates.

(b) in the case of the State, means:

- (i) any officer, agent, adviser, consultant, contractor or employee of the State;
- (ii) the Project Proponent;
- (iii) the State Representative;
- (iv) during the D&C Phase only, the Port Lessor, the Port Lessee and the Port Manager;
- (v) during the D&C Phase only, VicTrack in its capacity as a counterparty to the West Gate Tunnel Project Rail Licence;
- (vi) during the D&C Phase only, each Category 1 Rail Interface Party to the extent of the Category 1 Rail Interface Party's role under the relevant Rail Projects Agreement and Interstate Infrastructure Lease;
- (vii) the Road Interface Parties (although for the purpose of the indemnity in clause 39.8 of this Agreement, the OSARs Project Co will not be an Associate of the State); and
- (viii) any other person to whom the State delegates a right, power, function or duty in accordance with this Agreement,

each acting in connection with the Project, but does not include Project Co or its Associates, the Independent Reviewer and Environmental Auditor or any Handover Reviewer.

**Assumed Transport Network Enhancement** means a transport network enhancement referred to in the Assumed Transport Network Enhancements Schedule.

**Assumed Transport Network Enhancements Schedule** means Schedule 29.

**AS5100 (2004)** means AS 5100 (SET)-2004, Bridge Design Set, published by Standards Australia in 2004.

**AS5100 (2017)** means AS/(NZS) 5100:2017 Series – Bridge Design, as amended or updated from time to time.

**AS5100 (2017) Requirement** means a requirement or obligation to comply with AS5100 (2017) in carrying out the Project Activities except to the extent set out in clause 2.22(c).

**Australian Privacy Principles** means the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth).

**Authority** means:

- (a) any government or any governmental, semi-governmental or local government authority, local council, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality; and
- (b) any person having jurisdiction over, or ownership of, the Utility Infrastructure Works.

**Availability Fee Letter** means the letter dated on or about the date of this Agreement between Funding Co and Project Co.

**B2B Integration Systems** means the systems in use by Project Co at the relevant time that allow the secure transfer of transactions files between Project Co and Foreign Toll Operators to allow interoperable tolling utilising the MOU file standards.

**Bank Bill Rate** in a period means:

- (a) the rate (expressed as a yield per centum per annum to maturity rounded upwards to two decimal places) which is the buying rate for bank accepted Bills quoted at approximately 10:10am (Melbourne time) on page "BBSY" of the Reuters Monitor System on that day, having a term closest to that period; or
- (b) if that rate is no longer available or if, in the reasonable opinion of the State Representative, that rate becomes an inappropriate rate to benchmark the Overdue Rate for the purposes of this Agreement or becomes incapable of application, the Bank Bill Rate means the rate reasonably determined by the State Representative to be the appropriate equivalent rate, having regard to prevailing market conditions.

**Base Case Financial Model** has the meaning given in clause 50.1 and as updated from time to time in accordance with clause 50.

**Base Case Projected Revenue** means the projected revenue to be derived by Project Co in connection with the West Gate Tunnel as set out in the Base Case Financial Model.

**Base Case Net Operating Cashflow** means the projected net operating cashflow to be derived by Project Co in connection with the West Gate Tunnel as set out in the Base Case Financial Model, calculated as:

- (a) Base Case Projected Revenue; less
- (b) projected costs as set out in the Notional Cost Profile.

**Beneficiaries** has the meaning given in clause 52.5.

**Best D&C Practices** means, subject to clause 2.22(a), design, construction, commissioning and repair practices which are carried out:

- (a) with the skill, care and diligence which may reasonably be expected of a skilled professional carrying out design, construction, commissioning and repair work similar to the D&C Activities (other than the OpCo D&C Phase IRS Activities);
- (b) in a manner which is safe to all people and the Environment;

- (c) with the intent of ensuring reliable, long term and safe operation of the West Gate Tunnel;
- (d) by trained and experienced personnel utilising high quality, safe and proper equipment, tools, procedures and industry standards;
- (e) with an adequate number of personnel, materials, resources and supplies;
- (f) using new and high quality fixtures, fittings, finishes and materials which are free from defects and appropriate for the environment in which they are intended to be used under normal conditions and reasonably anticipated abnormal conditions; and
- (g) in a manner which, at all times, remains consistent with the overall road network standards and are in accordance with the PSR.

**Best Industry Practices** means Best D&C Practices and Best O&M Practices (or either as the context requires).

**Best O&M Practices** means, subject to clause 2.22(a), maintenance, management, operation, repair and refurbishment activities which are carried out:

- (a) with the skill, care and diligence which may reasonably be expected of a skilled professional carrying out maintenance, management, operation, repair and refurbishment activities similar to the O&M Activities or the OpCo D&C Phase IRS Activities (as applicable);
- (b) in a manner which is safe to all people and the Environment;
- (c) with the intent of ensuring reliable, long term and safe operation of the West Gate Tunnel;
- (d) by trained and experienced personnel utilising high quality, safe and proper equipment, tools, procedures and industry standards;
- (e) with an adequate number of personnel, materials, resources and supplies;
- (f) using new and high quality fixtures, fittings, finishes and materials which are free from defects and appropriate for the environment in which they are intended to be used under normal conditions and reasonably anticipated abnormal conditions and with a design life equal to or greater than the items being repaired or replaced; and
- (g) with a commitment to continually meeting advancements in technology and improving the standards and quality of the O&M Activities including ensuring that:
  - (i) the Relevant Infrastructure remain consistent with those of the overall privately operated road network in Victoria and are in accordance with the PSR; and
  - (ii) advancements in technology which Project Co must implement to enable it to comply with the requirements of the State Project Documents are promptly responded to and incorporated into the O&M Activities no later than the time when the relevant component of the Relevant Infrastructure is due to be repaired or replaced,

provided that nothing in this paragraph (g) requires Project Co to:

- (iii) replace or materially modify any part of the Relevant Infrastructure earlier than the time it would otherwise be required to be replaced or modified in order to comply with the requirements of the State Project Documents; or

- (iv) replace or materially modify any part of the Relevant Infrastructure where:
- A. such replacement or modification would adversely impact on the integrity, consistency or efficiency of the operation or maintenance of the Relevant Infrastructure or that part of the Relevant Infrastructure; or
  - B. it would not be reasonable to expect that a reasonable and competent concessionaire maintaining a road similar to the Freeway to Best O&M Practices (within the meaning of paragraphs (a) to (f) of this definition) would replace or modify that part of the Relevant Infrastructure having regard to the impact of such replacement or modification on the Relevant Infrastructure or the Project Activities.

~~**Bid D&C Program** means the program for the D&C Activities (other than the OpCo D&C Phase IRS Activities) contained in Part K of the PSR as at the date of this Agreement.~~

**Bills** has the same meaning as "bill of exchange" in the *Bills of Exchange Act 1909* (Cth) (but does not include a cheque or payment order) and a reference to the drawing or acceptance of, or other dealing with, a Bill is to be interpreted in accordance with that Act.

[Bond Reference Price has the meaning given in the D&C Subcontract.](#)

[BSF has the meaning given in the D&C Subcontract, and includes any replacement operator of the BSF Disposal Site.](#)

[BSF Disposal Site has the meaning given in the D&C Subcontract.](#)

**Business Day** means a day in Melbourne that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday for Melbourne pursuant to the *Public Holidays Act 1993* (Vic).

**Business Hours** means between 9:00 am and 5:00 pm on a Business Day.

**Business Management Strategy** has the meaning given in the PSR.

[Cash Security has the meaning given in clause 24.1A\(d\).](#)

**Category 1 Rail Interface Party, Category 2 Rail Interface Party, Category 3 Rail Interface Party and Category 4 Rail Interface Party** means those parties so identified in section 2 of Schedule 24.

**Category 1 Rail Land** means the land so described in section 3 of Schedule 24, but excludes the relevant Air Space.

**Category 2 Lease** means a lease between VicTrack and a Category 2 Rail Interface Party.

**Category 2 Rail Land** means the land so described in section 3 of Schedule 24, but excludes the relevant Air Space.

**Category 3 Rail Land** means the land so described in section 3 of Schedule 24.

**Category 4 Common Roads and Tracks** has the meaning given in the WGT Rail Licence.

**Category 4 Rail Land** means:



- (a) the land so described in section 3 of Schedule 24;
- (b) all Air Space above any:
  - (i) Category 1 Rail Land; or
  - (ii) Category 2 Rail Land; and
- (c) Category 3 Rail Land which has become Category 4 Rail Land pursuant to clause 6.6(b)(i)D.

**Catastrophic Event** means any event which requires urgent action to minimise a serious risk of:

- (a) harm to the health or safety of any person;
- (b) harm to the Environment;
- (c) harm to the Site;
- (d) harm to the structural integrity of any part of the Relevant Infrastructure; or
- (e) damage to or destruction of any other property (not comprising the Relevant Infrastructure).

**Category of Works** means each category of activities referenced in the column titled 'Category of Works' set out in the table in Annexure 1 of the Change Compensation Principles.

**CE Payment Date** means the date which is 20 Business Days after the end of each Financial Year.

**Certificate of Close-Out** means a certificate substantially in the form required by the Schedule of Certificates and Notices certifying that Close-Out has been achieved.

**Certificate of Tolling Completion** means a certificate substantially in the form required by the Schedule of Certificates and Notices certifying that Tolling Completion has been achieved.

**Certificate of West Gate Tunnel Completion** means a certificate substantially in the form required by the Schedule of Certificates and Notices certifying that West Gate Tunnel Completion has been achieved.

**Certified Design Documentation** means Design Documentation which:

- (a) is developed in accordance with section 2.4 of the Design Review Section; and
- (b) otherwise meets the requirements of the State Project Documents.

**Certified Lease Survey Plan** has the meaning given in clause 6.9(a).

**Change Compensation Event** has the meaning given in the Change Compensation Principles.

**Change Compensation Principles** means Schedule 4.

**Change in Control** means where, at any time, any person or Entity alone or together with any Associate or Associates ceases to or commences to, directly or indirectly, have Control of an Entity. For the purposes of this definition, "Associate" or "Associates" has the meaning given in the Corporations Act and includes a person deemed to be an associate of a designated body (within the meaning of section 12 of the Corporations Act).



**Change in Federal Environmental Law** means:

- (a) a change in a Federal Environmental Law existing at the date of this Agreement;
- (b) the enactment or making of a new Federal Environmental Law after the date of this Agreement; or
- (c) a change in the way a Federal Environmental Law is applied, or in the interpretation of a Federal Environmental Law, after the date of this Agreement,

which requires a change to the Freeway or the O&M Activities.

**Change in Law** means any one or more of the following:

- (a) a change in, or repeal of, an existing Law;
- (b) the enactment or judicial determination of a new Law; or
- (c) a change in the way a Law is applied or interpreted as a result of a decision of a court of competent jurisdiction,

introduced or made after the date of this Agreement but does not include:

- (d) a change in the way a Law is applied or interpreted due to:
  - (i) a failure of Project Co or any of its Associates to comply with that Law or an applicable Standard;
  - (ii) an illegal act or omission of Project Co or any of its Associates; or
  - (iii) any breach of the State Project Documents by Project Co;
- (e) a Change in Policy;
- (f) any new Approval or change in an Approval resulting from an act or omission of Project Co or any of its Associates (other than an act or omission of Project Co which is authorised or permitted under a State Project Document);
- (g) any new Law or change in existing Law relating to Taxes including the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) and the GST Law;
- (h) any new Law or change in any existing Law which was not in force at the date of this Agreement but which:
  - (i) had been published in the Government Gazette by way of bill, draft bill or draft statutory instrument or otherwise specifically referred to prior to the date of this Agreement;
  - (ii) is contained or referred to in the PSR, Project Information or any Project Document;
  - (iii) a party exercising Best Industry Practices would have reasonably foreseen or anticipated prior to the date of this Agreement; or
  - (iv) is substantially the same as a Law in force prior to the date of this Agreement;

- (i) the designation of the Relevant Infrastructure or any part of the Relevant Infrastructure as vital critical infrastructure by order of the Governor in Council in accordance with section 74E of the *Emergency Management Act 2013* (Vic);
- (j) any new Law or change in existing Law relating to Part IVAA (Proportionate Liability) of the *Wrongs Act 1958* (Vic) or its application which limits or eliminates the impact of that Part or any legal risk allocation under clause 61.12, whether or not it has any application; or
- (k) any new law or change in any existing law relating to:
  - (i) physical change to the transport network, other than a physical change to either or both the Relevant Infrastructure or CityLink; and
  - (ii) the introduction of the Australian Building and Construction Commission or the Building Code 2013 (Cth), 'Supporting Guidelines for Commonwealth Funding Entities' (1 February 2013).

**Change in Mandatory Requirements** means a Change in Law or Change in Policy.

**Change in Policy** means any one or more of the following:

- (a) the introduction of a new Standard; or
- (b) a material change in a Standard,

introduced or made after the date of this Agreement but does not include:

- (c) a Change in Law;
- (d) a new Standard or a change to a Standard, that was not in force at the date of this Agreement but which:
  - (i) the State has expressly notified Project Co of prior to the date of this Agreement;
  - (ii) was contained or referred to in any Project Document or Project Information;
  - (iii) a party performing activities similar to the Project Activities in accordance with Best Industry Practices would have reasonably foreseen or anticipated prior to the date of this Agreement;
  - (iv) is substantially the same in effect as a Standard in force prior to the date of this Agreement; or
  - (v) is substantially the same in effect as any other requirement with which Project Co was required to comply with under the State Project Documents prior to the date of the new or changed Standard, including any obligation to comply with Best Industry Practices;
- (e) any new Standard or change in any existing Standard relating to the introduction of the Australian Building and Construction Commission or the *Building Code 2013* (Cth), 'Supporting Guidelines for Commonwealth Funding Entities' (1 February 2013); or
- (f) a new Standard or a change in a Standard in response to:

- (i) the failure of Project Co or its Associates to comply with a Law, Standard or Approval; or
- (ii) any breach of the State Project Documents by Project Co.

For the avoidance of doubt (but without limiting clause 2.22(f)), paragraph (d) of this definition does not include AS5100 (2017).

**Change in Tolling Law** means a Change in Law which:

- (a) prevents, hinders or disrupts the ability of Project Co to levy and collect tolls, fees and charges as permitted by the State Project Documents; or
- (b) removes the offence of failing or refusing to pay the toll for the use of the Freeway.

**Change Notice** has the meaning given in the Change Compensation Principles.

**CityLink** means the land declared under section 61 of the *Melbourne City Link Act 1995 (Vic)* to be a road and includes any part of that land.

**CityLink Access Deed** means the deed entitled "CityLink Access Deed" entered into between the D&C Subcontractor and the CityLink Parties on or about the date of this Agreement.

**CityLink Amendments Schedule** means Schedule 41.

**CityLink and ESEP Concession Amending Deeds** means the:

- (a) amending deed to the CityLink Concession Deed to be entered into between the State and the CityLink Parties, in the form contained on the USB as physically attached at Schedule 1 to the CityLink Option Deed;
- (b) amending deed to the ESEP Deed to be entered into between the State and Clepco; and
- (c) amending deed to the agreement entitled 'City Link and Extension Projects Integration and Facilitation Deed' to be entered into between the State, the CityLink Parties and Clepco,

each as agreed or amended in accordance with the CityLink Option Deed.

**CityLink Concession Deed** means the deed entitled the "Agreement for the Melbourne City Link" between the State and the CityLink Parties made with effect as at and from 20 October 1995.

**CityLink Concession Period** has the meaning given to the term 'Concession Period' in the CityLink Concession Deed.

**CityLink Construction Land** means the areas of the CityLink Leased Area required for the purposes of undertaking the CityLink Returned Works.

**CityLink Handover** means the discharge by the CityLink Parties of their obligations under clauses 3.4AA to 3.4AQ of the CityLink Concession Deed.

**CityLink Leased Area** has the meaning given to the term "leased land" under the *Melbourne City Link Act 1995 (Vic)*.

**CityLink Maintenance Land** means the areas of the CityLink Leased Area required for the purposes of undertaking the Project Activities during the O&M Phase.

**CityLink Option Deed** means the deed entitled "CityLink Option Deed" entered into between the State, the CityLink Parties and Clepco on or about the date of this Agreement.

**CityLink Parties** means the Company and TIML in its capacity as trustee for the CityLink Trust.

**CityLink Project** has the meaning given to 'Project' in the CityLink Concession Deed.

**CityLink Project Documents** has the meaning given to the term 'Project Documents' in the CityLink Concession Deed.

**CityLink Returned Works** has the meaning given in section 2 of Part LH20 of the PSR (D&C) (as that term is defined in the D&C Subcontract).

**CityLink Trust** has the meaning given to "Trust" in the CityLink Concession Deed.

**CityLink Tulla Widening Project** means the project known by that name for the widening of the CityLink Tullamarine freeway between the CityLink tunnels and Melbourne Airport being undertaken by the State, VicRoads, the CityLink Parties and their respective Associates.

**Claim** means any claim, action, demand, suit or proceeding (including by way of contribution or indemnity) made:

- (a) in connection with the Project Documents, the Relevant Infrastructure or the Project; or
- (b) at Law or for specific performance, restitution, payment of money (including damages), an extension of time or any other form of relief.

[Claim Defence Right has the meaning given in the D&C Subcontract.](#)

[Claiming Party has the meaning given in clause 2.20\(o\)\(v\).](#)

[Clause 40 Amendments has the meaning given in clause 40.14\(e\).](#)

**Clepco** means City Link Extension Pty Ltd (ABN 40 082 058 615).

**Close-Out** means the stage when:

- (a) the balance of the Works not completed as part of:
  - (i) West Gate Tunnel Completion; and
  - (ii) Tolling Completion,  
have been completed, including correcting all Defects in the Works and any Returned Facility;
  - (iii) specified in the Certificate of West Gate Tunnel Completion and the Certificate of Tolling Completion;
  - (iv) notified by Project Co to the State in accordance with clause 22.1(b) prior to the relevant Date for Close-Out; or
  - (v) notified by the State to Project Co in accordance with clause 22.1(d) prior to the relevant Date for Close-Out; and
  - (vi) all Returned Facilities have achieved Handback; and

- (b) Project Co has done everything which this Agreement requires Project Co to do as a condition precedent to Close-Out.

**Close-Out Bond** has the meaning given in clause 21.2(a)(v).

**CLUT Deed of Accession** means a deed substantially in the form set out in Schedule 10 of the D&C Subcontract, under which TIML, in its capacity as trustee for the CityLink Trust, agrees to accede to the D&C Subcontract.

**CLUT Works Loan Agreement** means the agreement entitled "CLUT Works Loan Agreement" to be entered into between Project Co and TIML, in the form contained on the USB as physically attached at Schedule 1 to the CityLink Option Deed, as amended in accordance with the CityLink Option Deed.

**CMR Modification** has the meaning given in clause 34.7(a).

**Commonwealth** means the Commonwealth of Australia.

**Company** means CityLink Melbourne Limited (ABN 65 070 810 678).

**Compensable Enhancement** means, subject to clause 38.2, a material circumstance or material event that occurs or takes place after the date of this Agreement which is a consequence of the exercise by the State of any right or power of the type referred to in clause 26.3, including connections to the Freeway to which clause 26.4 applies, an increase of the capacity of a Principal Road Interface or an upgrade to a Principal Road Interface carried out to a standard higher than the requirements of clause 26.1(a)(iii).

**Compensable Enhancement Amount** has the meaning given in clause 38.3(a).

**Compensable Extension Event** means each of the following events:

- (a) breach by the State or the Project Proponent of any State Project Document;
- (b) any act or omission of:
- (i) the State in its capacity as counterparty to the State Project Documents;  
or
  - (ii) any of the State's Associates, except to the extent Project Co has not complied with its obligations in accordance with clauses 10.7, 10.8 and 10.12 in respect of any Interface Parties and that non-compliance has caused or contributed to the act or omission of that Associate,
- other than any such act or omission which:
- (iii) is authorised or permitted under a State Project Document or a Road Interface Agreement;
  - (iv) gives rise to a Modification; or
  - (v) is contemplated by clause 9.1 (other than any such act or omission which would be a breach of a State Project Document),

except where such act or omission is expressly deemed to be a Compensable Extension Event;

- (c) cessation or suspension of any part of the D&C Activities (or a material change in the way the D&C Activities are carried out) because of:

- (i) a Commonwealth or State government direction;
  - (ii) an order of a court or tribunal of competent jurisdiction; or
  - (iii) a requirement of Law,
- in connection with a Heritage Claim or Native Title Claim (as the case may be), to the extent that the cumulative cessation or suspension (or the impact of a material change to the D&C Activities) exceeds 10 Business Days;
- (d) industrial action in respect of the Works or the OpCo D&C Phase IRS Activities which directly affects the Project and which:
    - (i) is the direct result of an act or omission of the State or its Associates (excluding the Interface Parties) in relation to the Project not being an act or omission authorised or permitted in accordance with any Project Document; and
    - (ii) occurs only at the Construction Areas or otherwise only in respect of the Project;
  - (e) the carrying out of Omitted Works by the Omitted Works Contractor;
  - (f) a Key Approval Event, other than where the Key Approval Event gives rise to a Modification;
  - (g) a court makes a Final Court Ruling:
    - (i) relating solely to Laws which is in the legislative power of the State to change; and
    - (ii) which has not been made as a result (in whole or in part) of a breach by Project Co or its Associates of the Project Documents or some other wrongful act or omission by Project Co or its Associates,which prohibits or prevents Project Co from undertaking all, or substantially all, of the Project Activities in the manner contemplated by this Agreement in all material aspects;
  - (h) Coode Road is not permanently closed or truncated (to the extent required in order for the D&C Activities to be performed in accordance with this Agreement) by 1 March 2019;
  - (i) any other event expressly deemed to be a Compensable Extension Event in this Agreement; ~~and~~
  - (j) any of the following events occurring between the Operative Date (as defined in the WGT-OSARs Interface Agreement) and 18 July 2019:
    - (i) any breach of the WGT-OSARs Interface Agreement by the OSARs Project Co, or any other act or omission of the OSARs Project Co which is not permitted under this Agreement or the WGT-OSARs Interface Agreement, in each case except to the extent caused or contributed to by a breach of this Agreement by Project Co (and excluding any act or omission the subject of paragraph (j)(iii));
    - (ii) any failure by the OSARs Project Co (prior to Project Co accessing the OSARs Interface Site for the purposes of constructing the WGT-Project Co OSARs Interface Works), to maintain the OSARs Interface Site with

the skill, care and diligence which may reasonably be expected of a skilled professional carrying out similar works to the OSARs Project;

- (iii) where Project Co has agreed to provide the OSARs Project Co with access to the OSARs Interface Site after 25 June 2019 in accordance with clause 6.3(b) of the WGT-OSARs Interface Agreement, OSARs Project Co or its subcontractors depart from those agreed access arrangements (including as a result of a change in construction methodology) in a manner that adversely affects the WGT–Project Co OSARs Interface Works, provided that:
  - A. Project Co provided the State with a copy of the agreed access arrangements in writing evidencing the acceptance of the agreed access arrangements by the Project Co Representative and the OSARs Project Co Representative (as defined in the WGT-OSARs Interface Agreement) prior to providing OSARs Project Co access to the OSARs Interface Site; and
  - B. Project Co notifies the State as soon as practicable upon becoming aware of the departure or proposed departure; and
- (iv) any loss or damage to any property used or to be used by Project Co in connection with the Temporary Works, Works or the Relevant Infrastructure, in each case to the extent caused by the OSARs Project Co,

and for the purposes of this paragraph (j), references to OSARs Project Co will include the State where the WGT-OSARs Interface Agreement is novated to the State in accordance with clause 10.8(d): ~~and~~.

(k) where the D&C Subcontractor is entitled to payment of compensation, an extension of time or other relief or Entitlement in respect of a Claim or in respect of the exercise of a State Spoil Risk Right (as defined in the D&C Subcontract), under clause 7A.10 of the D&C Subcontract.

**Concept Design** means the concept design for the Works (other than the Tolling Works) set out in Parts K3 to K5 and K19 of the PSR.

**Concession Enhancement Payment Deed** means the agreement entitled “Concession Enhancement Payment Deed” to be entered into between Project Co, the Company and Clepco in the form contained on the USB as physically attached at Schedule 1 to the CityLink Option Deed, as amended in accordance with the CityLink Option Deed.

**Condition Precedent** means a condition precedent set out in the Conditions Precedent Schedule.

**Condition Precedent Deadline** means, in connection with a Condition Precedent, the date specified next to that Condition Precedent in the Conditions Precedent Schedule, or such other date as the parties may agree.

**Condition Review Date** has the meaning given in clause 28.4(d).

**Conditions Precedent Schedule** means Schedule 2.

**Confidential Information** means in respect of a party (**Discloser**), information about or pertaining to the business, operations or affairs of the Discloser that is provided by the Discloser or its Associates (or in the case of Project Co, a Related Body Corporate of Project Co) to the other party (**Recipient**) or its Associates in accordance or in connection with this Agreement (whether prior to or after the date of this Agreement) or which otherwise comes to



the knowledge of the Recipient or its Associates in connection with this Agreement, and which a reasonable person would (having regard to the nature of that information) consider confidential, and:

- (a) in the case of the State, includes:
  - (i) the Project Documents;
  - (ii) the Project Information;
  - (iii) Project Co Material other than to the extent it is Project Co OHS Material;
  - (iv) the State Project Documents; and
  - (v) any other information in connection with the Project which Project Co is required to keep confidential to comply with any Information Privacy Principles or any applicable Law; and
- (b) in the case of Project Co, includes:
  - (i) Project Co OHS Material; and
  - (ii) the information described in the Confidential Information Schedule,

but in all cases excludes any of the information described above:

- (c) which is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed from one party to the other; or
- (d) which the Recipient can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Discloser or its Associates (or the information otherwise coming to the Recipient's knowledge), unless such knowledge arose from a disclosure of information which the Recipient ought reasonably to have known was in breach of an obligation of confidentiality or was itself the subject of confidentiality obligations.

**Confidential Information Schedule** means Schedule 15.

**Consolidated Handover** means the occurrence of Handover and CityLink Handover on or around the same date.

**Consortium** means:

- (a) Project Co;
- (b) New Co until the earlier of:
  - (i) the Date of Tolling Completion; and
  - (ii) the Date of Parliamentary Support (CityLink);
- (c) the D&C Subcontractor up to the end of the D&C Phase; and
- (d) OpCo,

and "**Consortium Member**" means any of them.

**Construction Access Agreement** has the meaning given in the D&C Subcontract.



**Construction Areas** means the Licensed Construction Areas and the Other D&C Access Areas.

**Construction Documentation** means the IFC Design Documentation which Project Co is entitled to use for construction purposes in accordance with section 2.5 of the Design Review Section and which meets the requirements set out in section 2 of Part F6 of the PSR.

**Construction Licence** means any licence granted in accordance with clause 6.5 in connection with any of the Works, in the form set out in Exhibit C.

**Construction Records** means those documents described in section 10 of Part F6 of the PSR.

**Construction Site** means:

- (a) the Construction Areas; and
- (b) Extra Construction Land.

**Construction Bond** means any Performance Bond provided by the D&C Subcontractor in favour of Project Co.

**Contamination** means a condition of land, air, soil or water including groundwater resulting from past or present Pollution and which shares any of the characteristics of Pollution.

**Contamination Modification Event** means:

- (a) where, without limiting paragraphs (b), (c) or (d):
  - (i) to the extent that a Contamination Notice relates to groundwater Contamination on, in, over or under or that emanated or is emanating to or from any part of the Construction Area, Maintenance Area or Leased Area;
  - (ii) the Contamination Notice relates to groundwater Contamination which is disturbed, exacerbated or interfered with in the carrying out of the Project Activities that Project Co is not required to Manage in accordance with clause 7.2(a); and
  - (iii) satisfaction of the requirements of the Contamination Notice is required for Project Co to comply with the State Project Documents or in order to permit, or minimise any delay to, the carrying out of the Project Activities, in whole or in part;
- (b) where:
  - (i) a Contamination Notice relates to that part of the mass of Contamination on, in, over or under or that emanated or is emanating to or from any part of the Construction Area, Maintenance Area or Leased Area that neither Project Co nor any of its Associates has:
    - A. caused or contributed to;
    - B. disturbed, exacerbated or interfered with; or
    - C. failed to mitigate, minimise or avoid to the extent a prudent, experienced and competent contractor in the circumstances would mitigate, minimise or avoid such Contamination,

and that, but for the issuance of the Contamination Notice, Project Co is otherwise not required to Manage in accordance with the State Project Documents; and

- (ii) satisfaction of the requirements of the Contamination Notice is required for Project Co to comply with the State Project Documents or in order to permit, or minimise any delay to, the carrying out of the Project Activities, in whole or in part;
- (c) where:
- (i) Project Co is required under the Port Land Deed or the WGT Road Licence to comply with a clean up notice or pollution abatement notice issued pursuant to a Government Legal Requirement which relates to that part of the mass of Contamination that neither Project Co nor any of its Associates has:
    - A. caused or contributed to;
    - B. disturbed, exacerbated or interfered with; or
    - C. failed to mitigate, minimise or avoid to the extent a prudent, experienced and competent contractor in the circumstances would mitigate, minimise or avoid such Contamination,and that, but for the issuance of the clean up notice or pollution abatement notice (as applicable) pursuant to a Government Legal Requirement, Project Co is otherwise not required to Manage in accordance with the State Project Documents; and
  - (ii) satisfaction of the requirements of the clean up notice or pollution abatement notice is required for Project Co to comply with the State Project Documents or in order to permit, or minimise any delay to, the carrying out of the Project Activities, in whole or in part; or
- (d) where, without limiting paragraph (b), to the extent that a Contamination Notice received after the Date of West Gate Tunnel Completion relates to Contamination on, in, over or under or that emanated or is emanating to or from any part of any Additional MOFF Area that neither Project Co nor any of its Associates has:
- (i) caused or contributed to;
  - (ii) disturbed, exacerbated or interfered with; or
  - (iii) failed to mitigate, minimise or avoid to the extent a prudent, experienced and competent contractor in the circumstances would mitigate, minimise or avoid such Contamination in carrying out its obligations in respect of maintenance of the relevant Additional MOFF Area.

**Contamination Notice** means a clean up notice or pollution abatement notice issued, under the *Environment Protection Act 1970* (Vic) or any other Law which requires a person to take measures to restore the Environment to a specified condition or to remove, disperse, abate, destroy, dispose of, neutralise, remediate, treat, contain or otherwise test, monitor, record or manage or assess any Contamination or any damage caused by or risk of harm arising from any Contamination in, on, under or emanating to or from the Site or any other land within the vicinity of the Site used or occupied by Project Co or its Associates for the Project.

**Contestable Items** means goods or services the subject of this Agreement for which there are competitive international suppliers and Australian and New Zealand suppliers. The Contestable Items are identified in the LIDP as set out in the VIPP Schedule.

**Contract Particulars** means Schedule 1.

**Contract Works Insurance (Delay in Start-up)** means the Insurance policy set out in Part A, section (d) of the Insurance Schedule.

**Contract Works Insurance (Material Damage)** means the Insurance policy set out in Part A, section (a) of the Insurance Schedule.

**Contract Works Insurance (Public and Product Liability)** means the Insurance policy set out in Part A, section (b) of the Insurance Schedule.

**Control** means:

- (a) control of, or having the capacity to control the composition of the board or partnership committee, or decision making, directly or indirectly, in relation to the financial and operating policies;
- (b) being in a position to cast, or control the casting of, more than 20% of the maximum number of votes that may be cast at a general meeting or similar; or
- (c) having a relevant interest (as defined in section 608 of the Corporations Act but as if a reference in that section to "securities" were a reference to Securities as defined in this Agreement) in more than 20% of the Securities,

of an Entity (whether alone or together with any Associates). For the purposes of this definition, "Associate" or "Associates" has the meaning given in the Corporations Act and includes a person deemed to be an associate of a designated body (within the meaning of section 12 of the Corporations Act).

**Controlling Entity** means, in relation to a Change in Control of a Consortium Member, the person or Entity to whom Control will pass.

**Cordon Price or Restriction** means any Relevant Price or Restriction that relates to:

- (a) the use of vehicles within; or
- (b) the entry or exit of vehicles to or from,

the area contained within the shaded green portion and within the green boundary line on the map as set out in Schedule 16, or parts thereof.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**COTS Software** means computer software, in which the Intellectual Property Rights are owned by a person other than Project Co or a member of the Transurban Group, that is generally commercially available on commercial terms to members of the public who are willing to pay the appropriate licensing fee, other than any software which forms part of the Subcontractor Material, the Existing Tolling Software or the Firmware.

**Counterparty Details** means, in connection with each person (other than the State, the Project Proponent, the Commonwealth Bank of Australia, Independent Payment Certifier, a Utility and the Independent Reviewer and Environmental Auditor) who is a party to a State Project Document:

- (a) a certified copy of its constitution (or other constituent documents);
- (b) in the case of a trustee who enters into the State Project Documents on behalf of a trust, a certified copy of the relevant trust deed;

- (c) a certified copy of any powers of attorney under which the person executed each State Project Document; and
- (d) a certified copy of the extract of minutes or circular resolution evidencing the resolutions of its board of directors, authorising the entry into, delivery and observance of obligations in accordance with each State Project Document to which it is a party.

[COVID Event has the meaning given in the D&C Subcontract.](#)

**Critical Systems** means each of the Operations Management and Control System, Asset Management System and the RSS (as defined in the PSR) and Tolling System.

**D&C Activities** means all things which Project Co is, or may be, required to carry out or do:

- (a) in connection with the Works; or
- (b) to otherwise comply with its obligations under the State Project Documents during the D&C Phase,

but excludes the O&M Activities [and the Excluded Spoil Activities](#).

**D&C Direct Deed** means the document entitled "D&C Direct Deed - West Gate Tunnel" between the State, Project Co, TIML, the D&C Subcontractor and the Parent Guarantor in respect of the D&C Subcontractor.

**D&C Early Activities** has the meaning given in the Western Distributor Commitment Deed.

**D&C Phase** means the period commencing on the date of this Agreement and ending on the on the expiry of the Last DLP (as defined in the D&C Subcontract).

**D&C Phase Insurances** means the Insurances referred to in Part A of the Insurance Schedule.

**D&C Program** means a program of the D&C Activities (other than the OpCo D&C Phase IRS Activities) containing the details required by the PSR or which the Independent Reviewer and Environmental Auditor otherwise reasonably requires, as prepared and updated in accordance with this Agreement.

**D&C Program Activity Item** means the activity items that:

- (a) are allocated to a Category of Works; and
- (b) are included in the:
  - (i) the [Reset Bid D&C D&C](#) Program; or
  - (ii) a D&C Program which has been submitted for review in accordance with the Review Procedures and has not been rejected in accordance with section 4.2 of the Review Procedures.

**D&C Rectification Period** means, in respect of any part of the Works, the period which commences on the date of this Agreement and expires on the expiry of the Defects Liability Period (as defined in the D&C Subcontract) which is applicable to that part of the Works.

[D&C Related Dispute has the meaning given in clause 23.15A\(b\)\(ii\).](#)

**D&C Subcontract** means the agreement between Project Co, the State, NewCo and the D&C Subcontractor to carry out the D&C Activities (other than the OpCo D&C Phase IRS Activities

and the Tolling Works) including that agreement as acceded to by TIML pursuant to the CLUT Deed of Accession and any other contract between Project Co and a Subcontractor to carry out the D&C Activities (other than the OpCo D&C Phase IRS Activities and the Tolling Works).

~~**D&C Subcontract Price** means the contract price for the delivery of the Works identified as such in the D&C Subcontract.~~

**D&C Subcontractor** means, as at the date of this Agreement, the party specified in item 2 of the Contract Particulars and any person who in addition or substitution is engaged by Project Co to carry out all, or substantially all, of the D&C Activities (other than the OpCo D&C Phase IRS Activities).

**Date for Close-Out** means the date specified in item 3 of the Contract Particulars as adjusted (if at all) in accordance with this Agreement.

**Date for Tolling Completion** means the date specified in item 4 of the Contract Particulars as adjusted (if at all) in accordance with this Agreement.

**Date for West Gate Tunnel Completion** means the date specified in item 5 of the Contract Particulars as adjusted (if at all) in accordance with this Agreement.

**Date of Handback** means the date specified in Project Co's notice in accordance with clause 20.3(c)(ii).

**Date of Close-Out** means the date upon which the Independent Reviewer and Environmental Auditor signs the Certificate of Close-Out.

**Date of Parliamentary Support (CityLink)** means the date when all of the following have occurred:

- (a) the CityLink and ESEP Concession Amending Deeds have been signed and tabled in each House of Parliament;
- (b) the Revocation Period has ended without any revocation (whether in whole or in part) of the CityLink and ESEP Concession Amending Deeds; and
- (c) all conditions precedent to the CityLink and ESEP Concession Amending Deeds have been satisfied or waived.

**Date of Tolling Completion** means the date upon which the Independent Reviewer and Environmental Auditor signs the Certificate of Tolling Completion.

**Date of West Gate Tunnel Completion** means the date upon which the Independent Reviewer and Environmental Auditor signs the Certificate of West Gate Tunnel Completion.

**Day 1 Clauses** has the meaning given in clause 3.1.

**Day 1 Uninsurable Risk** means:

- (a) war, act of a public enemy (whether war is declared or not), civil war, rebellion, revolution, military usurped power, military insurrection, military commotion or other like hostilities;
- (b) chemical, nuclear or biological contamination;
- (c) ionising radiation or contamination by radioactivity; and
- (d) any act of terrorism, except to the extent a declaration is made under the *Terrorism Insurance Act 2003* (Cth),

save to the extent caused or contributed to by Project Co or any of its Associates.

**DCOM Interface Deed** means the document entitled “DCOM Interface Deed - West Gate Tunnel” between the D&C Subcontractor, OpCo and Project Co.

**Deed of Accession** means a deed substantially in the form set out in the Utilities Schedule, under which Project Co agrees to accede to a Utility Agreement.

**Default Termination Event** means any of the following events:

- (a) **(abandonment)**: Project Co permanently abandons, either wholly or substantially, the D&C Activities or the O&M Activities;
- (b) **(Project Co or Group Member Insolvency Event)**: an Insolvency Event occurs in relation to:
  - (i) Project Co; or
  - (ii) Funding Co, Transurban Holdings Limited or Transurban Holding Trust , where such event occurs at any time before the Date of West Gate Tunnel Completion;

and, in the case of an Insolvency Event under paragraph (a)(iv) or (a)(vii) of the definition of Insolvency Event, Project Co has not remedied the event within 10 Business Days of the occurrence of that Insolvency Event, provided that where Funding Co has taken steps to enforce its rights under the Finance Documents in respect of such an Insolvency Event, Project Co will not have the benefit of the 10 Business Days period to remedy the Insolvency Event and the Default Termination Event will arise immediately upon Funding Co taking those steps.

- (c) **(assignment, transfer or disposal)**: Project Co breaches its obligations under clause 49.1(a)(i) and does not rectify such breach within 90 days of the State giving Project Co a notice which contains details of the breach;
- (d) **(Share Capital Dealing)**: subject to clause 49.4(b), Project Co breaches its obligations under clause 49.2(a) and does not rectify such breach within 90 days of the State giving Project Co a notice which contains details of the breach;
- (e) **(unremedied Major Default)**: a Major Default is capable of remedy and Project Co fails to remedy the Major Default within the period set out in the Major Default Notice (as extended, if at all, in accordance with clause 41.2(f));
- (f) **(Major Default not capable of remedy)**: a Major Default is not capable of remedy and Project Co fails to diligently comply with any reasonable requirements of the State to overcome the consequences of the Major Default within the time stated in the notice given by the State in accordance with clause 41.1(b)(ii)B (as extended, if at all, under clause 41.2(f));
- (g) **(failure to achieve West Gate Tunnel Completion by the Sunset Date)**: Project Co fails to achieve West Gate Tunnel Completion by the Sunset Date; and
- (h) **(deemed Default Termination Event)**: any other event which is expressly deemed to be a Default Termination Event in accordance with this Agreement.

**Default Termination Payment** means the Termination Payment for a Termination for a Default Termination Event in accordance with the Termination Payments Schedule.

**Defect** means:

- (a) any defect, damage, fault or omission (including shrinkage, expansion, fading or settlement) in:
  - (i) the Relevant Infrastructure; or
  - (ii) any Returned Facility,  
(including any Settlement Defect) although excluding any such things which would have been accommodated in accordance with Best Industry Practices; or
- (b) any other aspect of:
  - (i) the Relevant Infrastructure or the Project Activities; or
  - (ii) any Returned Facility,

which is not in accordance with the requirements of this Agreement.

**Deliverable** means any tangible and intangible information, document, report, software (including source and object code), data or other materials provided or required to be provided by or for Project Co or any of its Associates to the State in accordance with the State Project Documents.

**Design and Development Overlay** means Design and Development Overlay Schedules 13 and 14 of the Maribyrnong Planning Scheme and Design and Development Overlay Schedules 15 and 16 of the Hobsons Bay Planning Scheme, as gazetted by Amendment GC65 on 7 December 2017.

**Design Documentation** means all Deliverables produced as a part of or relating to the design of any Works (including all draft and final design standards, design reports, durability reports, drawings, specifications, manuals, designs, models, samples, patterns and calculations) in computer readable and written forms, or stored by any other means, which Project Co or any of its Associates creates, or are required to, or must necessarily, create, in carrying out the D&C Activities.

**Design Management Plan** means the plan relating to the design of the Works in accordance with section 2.1(c) of the Project Plans and O&M Manuals Section.

**Design Review Process** means the process for the development of the design of the Works to be implemented in accordance with the Design Review Section.

**Design Review Section** means Part F5 of the PSR.

**Designated Investor** means Transurban Holdings Limited.

**Detailed Design Package** has the meaning given in the PSR.

**Direct Interface Agreement** means any arrangement entered into by the D&C Subcontractor with any Direct Interface Party during the D&C Phase, including in relation to access periods, occupations and other site access conditions for the purpose of the Rail Interface Works.

**Direct Interface Party** means any:

- (a) Category 1 Rail Interface Party; and
- (b) Category 2 Rail Interface Party.

**Dispute** has the meaning given in clause 43.1(a).



**Distribution** means, without double counting, any:

- (a) dividend, return of capital, or other distribution or payment (in cash or in kind) in connection with the share capital or, units or partnership interest of a Group Member or shareholder loans (or other loans in the nature of equity funding) to, or for the benefit of, a Group Member;
- (b) release by a Group Member of any actual or contingent liability of any Equity Investor (or any Related Body Corporate of an Equity Investor); or
- (c) payment, loan or transfer of any assets or provision of any other benefit by a Group Member to any Equity Investor (or any Related Body Corporate of any Equity Investor) which is not on arm's length commercial terms.

**Downstream Independent Reviewer and Environmental Auditor Functions** has the meaning given in the Independent Reviewer and Environmental Auditor Deed of Appointment.

[Drawn Bonds has the meaning given in clause 24.1A\(d\).](#)

**Early Termination Payment** means the Termination Payment for a Termination for an Early Termination Event in accordance with the Termination Payments Schedule.

**Easements** means those easements, restrictions on use, covenants, agreements, or other similar arrangements together with any leases, sub-leases, licences, rights or privileges in each case as are granted at the date of this Agreement.

[East Zone Major Steel Procurement Schedule means Schedule 45.](#)

**Election Date** means, for each Pre-Agreed Modification, the relevant date specified as the "Election Date" in the Pre-Agreed Modification Schedule, or such other date as may be agreed by the parties.

**Enforcement Payments Schedule** means Schedule 40.

**Engineering Cadets** means those persons who are combining formal university training in an engineering or related discipline with practical work experience.

**Enterprise-wide Subcontract** means a Subcontract entered into between a member of the Transurban Group and a Subcontractor who is not a member of the Transurban Group for both:

- (a) the performance of all or part of the O&M Activities that are the subject of a Service Agreement; and
- (b) the supply of goods or services, or granting of rights used to supply those goods or services for at least one other toll road operated by a member of the Transurban Group, such other toll road not being limited to CityLink.

[Entitlement means any rights, remedies, benefits, compensation, recovery or other relief.](#)

**Entity** has the meaning given in section 64A of the Corporations Act, but is also deemed to include a joint venture within the meaning of Australian Accounting Standard 131 (AASB 131).

**Environment** means the physical factors of the surroundings of humans and other life forms, including the land, soil, plants, habitat, waters, atmosphere, climate, sounds, odours, tastes, biodiversity and the social factor of aesthetics.

**Environmental Effects Statement** means the environment effects statement prepared under the *Environment Effects Act 1978* (Vic) for the West Gate Tunnel.



**Environmental Hazard** means 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.

**Environmental Management Plans** means the plans relating to environmental management prepared and updated by Project Co in accordance with the Project Plans and O&M Manuals Section.

**Environmental Management System** has the meaning given in the PSR.

**Environmental Requirements** means:

- (a) all Laws relating to the Environment and the conditions and requirements of any Approval relating to the Environment;
- (b) the conditions and requirements identified:
  - (i) in Part H21 of the PSR; and
  - (ii) without limiting clause 8.3(b), the Incorporated Document; and
- (c) all environmental safeguards and measures reasonably necessary to avoid, reduce, minimise or mitigate the environmental impacts of the Project Activities, having regard to those Environmental Requirements set out in paragraph (a).

**EPA** means the Environment Protection Authority established under the *Environment Protection Act 1970* (Vic).

**Equity Documents** means:

- (a) the Equity Subscription Deed;
- (b) [the New Equity Contribution Deed](#);
- ~~(b)~~(c) the Project Co Equity Note Deed Poll; and
- ~~(c)~~(d) any other document which the parties agree is an Equity Document for the purposes of this Agreement.

**Equity Investor** means:

- (a) a person identified in the Ownership Schedule as at the date of this Agreement (subject to any replacements in accordance with clause 49);
- (b) each other person who has provided or has agreed to provide:
  - (i) equity funding at the times and in the amounts set out in the Base Case Financial Model (whether by way of subscription for units or shares or provision of unitholder or shareholder loans); and
  - (ii) any other equity, financial arrangement, security or option issued by or provided to a Group Member which does not constitute a Refinancing; or
- (c) any person who replaces or is added, in accordance with clause 49, to the persons referred to in paragraph (a) or (b),

provided that:

- (d) the Company and Clepco in their respective capacities as counterparties to the Concession Enhancement Payment Deed, and TIML (in its capacity as trustee for the CityLink Trust) in its capacity as a counterparty to the CLUT Works Loan Agreement; and
- (e) the State,

are not Equity Investors for the purposes of this Agreement.

**Equity Subscription Deed** means the document entitled "Equity Subscription Deed" between the State, TIML in its capacity as responsible entity of the Transurban Holding Trust, TIML in its capacity as trustee for the CityLink Trust, Transurban Holdings Limited and Project Co.

**Escrow Agreement** means Attachment 1 to the Post Close IP Deliverables Schedule.

**ESEP Deed** means the deed entitled 'Agreement for the Exhibition Street Extension Project' dated 22 April 1998 between the State and Clepco, including all exhibits to that deed.

**ESEP Project** has the meaning given to it in the ESEP Deed.

**ETR Act** means the *Education and Training Reform Act 2006* (Vic).

**Excluded Spoil Activities** means:

- (a) the site establishment works for the BSF Disposal Site (or any other disposal site used for the disposal of spoil produced by the Project);
- (b) operation or management of the BSF Disposal Site by BSF (or any other disposal site used for the disposal of spoil produced by the Project);
- (c) the receipt, storage and disposal at the BSF Disposal Site by BSF (or any other disposal site) of spoil produced by the Project; and
- (d) Spoil Risk Activities.

**Existing Structural Asset** has the meaning given in the PSR.

**Existing Tolling Software** means all Third Party Software forming part of the Tolling System (as defined in the CityLink Concession Deed) as at the date of this Agreement, together with any update, upgrade or new release of that Third Party Software (including in connection with the Tolling Works), subject to clause 52.2(m) of Schedule 33.

**Expert Determination Agreement** means Schedule 14.

**Expiry Date** has the meaning given in clause 4.2.

**Explanation** has the meaning given in clause 23.2(c)(i)A.

**Extension Event** means each of the following events:

- (aa) (other than for the purposes of clause 23.4, clause 23.6 or clause 23.7), a Settlement Direct Event;
- (a) a Compensable Extension Event;
- (b) a Force Majeure Event; and
- (c) a Rebuilding Event,

occurring between:

- (d) in connection with an M80 Interface Design Activity, Financial Close and the date of achievement of the relevant M80 Interface Design Activity Milestone;
- (e) in connection with West Gate Tunnel Completion, Financial Close and the Date of West Gate Tunnel Completion;
- (f) in connection with Tolling Completion, Financial Close and the Date of Tolling Completion; and
- (g) in connection with Close-Out, Financial Close and the Date of Close-Out.

**Extra Construction Land** means:

- (a) CityLink Construction Land; and
- (b) all other areas upon which the D&C Activities (other than D&C Activities relating solely to design) are being carried out or materials are being prepared or stored, excluding the Construction Areas and the CityLink Leased Area.

**Extra Maintenance Land** means:

- (a) CityLink Maintenance Land; and
- (b) all other areas upon which the O&M Activities are being carried out or materials are being prepared or stored during the O&M Phase, excluding the Maintenance Areas and Leased Area.

**Facility Owner** means the owner of, or the entity entitled to exercise control with respect to, a Returned Facility and includes, where applicable, a responsible road authority (as defined in the Road Management Act).

**FCC** has the meaning given in the PSR.

**Federal Environmental Law** means a Law of the Commonwealth which expressly requires or necessitates the installation, modification or enhancement of air filtration or Contamination control measures for the purposes of the Project (or projects similar to the Project).

**FFP Warranty** means the warranty given by Project Co in accordance with clause 5.3.

**Final Court Ruling** means a decision of a court:

- (a) from which no appeal can be taken and in respect of which no application for special leave to appeal can be made; or
- (b) in respect of which the relevant appeal or special leave application period has expired without an appeal being taken or an application for special leave to appeal being made.

[Final EOT Assessment has the meaning given in the D&C Subcontract.](#)

**Final Expiry Date** means 13 January 2045.

**Final Payment Certificate (State Works)** has the meaning given in the D&C Subcontract.

**Final Skills Guarantee Performance Report** has the meaning given in clause 57.2(d)(ii).

**Finance Direct Deed** means the document entitled “Finance Direct Deed Funding Co” between the State, Project Co, Funding Co, NewCo, the Company and Clepco.

**Finance Documents** means:

- (a) the WGT Co Loan Facility Agreement;
- (b) the Funding Co Security;
- (c) the Finance Direct Deed;
- (d) the NewCo Loan Facility Agreement; and
- (e) any other document which the parties agree is a Finance Document for the purposes of this Agreement.

**Finance System** means the system in use by Project Co at the relevant time that supports the settlement process between the operators of toll road assets and retailers of toll account and pass products, together with the maintenance of general ledger accounts for asset and retail operations.

**Financial Close** means when the last Condition Precedent to be satisfied (or waived in accordance with clause 3.3) has been satisfied (or waived in accordance with clause 3.3) as set out in a notice given by the State to Project Co in accordance with clause 3.2(c).

**Financial Model** means a financial model based on the then current Base Case Financial Model and updated in accordance with clause 50.2.

**Financial Year** means each 12 Month period commencing on 1 July and ending on 30 June.

**Financial Year (D&C)** means each 12 Month period commencing on 1 January and ending on 31 December.

**Firmware** means any computer software permanently embedded within physical assets (including field devices and devices forming part of the RSS) by being recorded in non-volatile memory.

**Fit For Purpose** means:

- (a) fit for its intended purposes, functions, uses and requirements, including the carrying out of the O&M Activities during the O&M Phase; and
- (b) otherwise meets the requirements,

as specified in, or reasonably inferred from, the PSR and:

- (c) in the case of the West Gate Tunnel (excluding the Tolling Works and the Remaining Works) and the Maintained Off-Freeway Facilities, as determined by reference to the purposes, functions, uses and requirements (including Laws and Standards) which are current and apply as at the Date of West Gate Tunnel Completion;
- (d) in the case of the Tolling Works, as determined by reference to the purposes, functions, uses and requirements (including Laws and Standards) which are current and apply as at the Date of Tolling Completion;
- (e) in the case of the Returned Facilities, as determined by reference to the purposes, functions, uses and requirements (including Laws and Standards) which are current and apply as at Handback;

- (f) in the case of the Temporary Works, as determined by reference to the purposes, functions, uses and requirements (including Laws and Standards) which are current and apply as at completion of the relevant package of works; and
- (g) in the case of the Remaining Works, as determined by reference to the purposes, functions, uses and requirements (including Laws and Standards) which are current and apply as at the Date of Close-Out.

**FMS** has the meaning given in the FMS Agreement.

**FMS Agreement** means the document entitled 'West Gate Tunnel and CityLink FMS Operating Agreement' between the State, Project Co and the CityLink Parties dated on or about the date of this Agreement, including the Interface Protocol, Mutual Device Control Schedule and Key Operating Principles (each as defined in and updated in accordance with the FMS Agreement).

**FMS Devices** has the meaning given in the FMS Agreement.

**FMS Failure** means a failure by the State to deliver and maintain the level of functionality in its FMS and FMS Devices which is required by the FMS Agreement or which could reasonably be inferred as being required from the terms of the FMS Agreement, including the Interface Protocol and the Mutual Device Control Schedule (each as defined in the FMS Agreement).

**FMS Reference Documents** means the VicRoads Managed Motorways Framework and any Reference Documents to the extent that they relate to the operation of the FMS.

**Force Majeure Event** means each of the following events:

- (a) earthquake, tropical cyclone, natural disaster, landslide, seismic activity, tsunami or mudslide;
- (b) a flood which might, at the date of this Agreement, be expected to occur less frequently than once in every 100 years;
- (c) war, act of a public enemy (whether war is declared or not), civil war, rebellion, revolution, military usurped power, military insurrection, military commotion or other like hostilities;
- (d) chemical, nuclear or biological contamination;
- (e) ionising radiation or contamination by radioactivity;
- (f) fire or explosion caused by events referred to in paragraph (a) or (c); or
- (g) an act of terrorism,

which:

- (h) occurs at or directly in the vicinity of the Key Off-Site Areas, Construction Areas, Maintenance Areas, CityLink Maintenance Land, Leased Areas, CityLink Construction Land or Key Operational Areas; and
- (i) prevents Project Co from carrying out all or a material part of the Project Activities in accordance with the State Project Documents or prevents the State from carrying out all or a material part of its obligations in accordance with the State Project Documents.

**Force Majeure Termination Event** means:

- (a) a Force Majeure Event which prevents Project Co from carrying out all or a material part of the Project Activities in accordance with the State Project Documents for a continuous period exceeding 6 months;
- (b) on or after the Date of West Gate Tunnel Completion, a State Force Majeure Termination Event;
- (c) prior to the Date of West Gate Tunnel Completion, a Force Majeure Event which prevents the State from carrying out all or a material part of its obligations under the State Project Documents for a continuous period exceeding 6 months; and
- (d) any event expressly deemed to be a Force Majeure Termination Event in accordance with this Agreement.

**Foreign Toll Operator** means any entity (other than Project Co) operating a toll road in Australia.

**Franchise Agreement** means:

- (a) Franchise Agreement - Train, dated 2 October 2017 entered into between Public Transport Victoria and Metro Trains Melbourne Pty Ltd ACN 136 429 948, which comprises, amongst others, the Franchise Agreement - Train Projects Module and the Franchise Agreement - Train Infrastructure Module, as amended by the Amendment Deed (No. 1) Franchise Agreement - Train dated 28 November 2017; and
- (b) Franchise Agreement - Tram, dated 2 October 2017 entered into between Public Transport Victoria and KDR Victoria Pty Ltd ACN 138 066 074, which comprises, amongst others, the Franchise Agreement - Tram Projects Module and the Franchise Agreement - Tram Infrastructure Module, as amended by Amendment Deed (No. 1) Franchise Agreement - Tram dated on or about 28 November 2017, and Amendment Deed (No. 2) Franchise Agreement - Tram dated on or about the date of this Agreement.

**Freeway** means the primary road connecting the West Gate Freeway with the Port of Melbourne, CityLink and the central city, including the upgraded section of the West Gate Freeway between the M80 Interchange and Williamstown Road, and includes all Lanes, Ramps, road tunnel ventilation systems and stacks, signage, barriers, and other physical infrastructure required for the road completed in accordance with this Agreement, on or in the Leased Area, other than the Tolling Back Office System, OMCS Back Office and the Asset Management System.

**Funding Co** means Transurban Funding Pty Ltd (ACN 609 949 337).

**Funding Co Security** means the document entitled "General Security Deed" between Project Co and Funding Co.

**Government Directed Benefit** means:

- (a) a change in the infrastructure, management or operation of all or any part of the Melbourne transportation network (including the public transport network), the implementation of a policy that affects the whole or any part of that network, or the exercise of any right or power to which clause 26.3 applies; or
- (b) the acceleration or early adoption or implementation of such a change or such a thing,

the adoption, implementation, exercise or acceleration of which:

- (c) is specifically for the purpose of redressing (in whole or in part) the Relevant Effect of a Key Risk Event;
- (d) occurs after that Key Risk Event; and
- (e) Project Co cannot transparently demonstrate to the State has been fully factored into the Base Case Financial Model (as at the date of this Agreement).

**Government Legal Requirement** has the meaning given in the Port Land Deed.

**Government Party or Parties** means all and any of the State, and any Authority.

**Greater Melbourne Area** means the geographical area within the map entitled 'Enlargement 2' as set out in Schedule 32.

**Groundwater Management Plan** has the meaning given in section 4.1(d) of Part C of the PSR.

**Groundwater Settlement Date** means the date on which the D&C Subcontractor is no longer required to comply with its obligations under clause 7.5(a) of the D&C Subcontract.

**Group** means:

- (a) Project Co;
- (b) any wholly owned subsidiary of Project Co and NewCo; and
- (c) NewCo,

and **Group Member** means any of them.

**Group Training Organisation** means an organisation that employs Apprentices and Trainees and hosts them out to other businesses to undertake relevant on the job experience.

**GST** has the meaning given in the GST Act and where appropriate includes Notional GST.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**GST Law** has the meaning given in the GST Act.

**Handback** means where Project Co has done everything that this Agreement requires to enable Project Co to hand back the relevant Returned Facility to the State or Facility Owner in accordance with clause 20.3.

**Handover** means the stage when Project Co has done everything that this Agreement requires to enable Project Co to handover the Relevant Infrastructure in the Handover Condition in accordance with clause 28.6.

**Handover Bond** has the meaning given in clause 28.4(i)(ii).

**Handover Bond Reference Amount** has the meaning given in clause 28.4(e)(iv).

**Handover Condition** has the meaning given in clause 28.3.

**Handover Matters Agreement Notice** has the meaning given in clause 28.5(d)(i).

**Handover Matters Disagreement Notice** has the meaning given in clause 28.5(d)(ii).

**Handover Matters Notice** has the meaning given in clause 28.5(c).



**Handover Reviewer** means a person with suitable expertise and experience appointed as the independent reviewer for Handover in accordance with clause 28.4(a).

**Handover Services** has the meaning given in clause 28.4(e)(i).

**Hazardous Substance** means any substance which would or might reasonably be expected to cause damage or injury to any person, any property or the Environment.

**Heritage Claim** means a claim made in connection with a requirement under any Law for the protection, preservation or removal of any Artefact.

**House of Parliament** means each of the Legislative Assembly and the Legislative Council of the Parliament of Victoria.

**Hyde Street Bridge Site** means the area identified as such in Schedule 44.

**Hyde Street Bridge Works** has the meaning given in the WGT-OSARs Interface Agreement but only to the extent within the Hyde Street Bridge Site.

**ICN** means Industry Capability Network Victoria of Level 11, 10 Queens Road Melbourne Victoria, 3004 (ABN 20 007 058 120).

**IFC Design Documentation** means design documentation issued for construction in accordance with section 2.5 of the Design Review Section.

**Incident** means any event which:

- (a) involves personal injury, death or significant damage to or destruction of the Relevant Infrastructure or other property in connection with delivery of the Project;
- (b) poses a serious risk to:
  - (i) the health or safety of any person;
  - (ii) the Environment;
  - (iii) the Freeway; or
  - (iv) the structural integrity of any part of the Relevant Infrastructure,or poses a serious risk of damaging or destroying the Relevant Infrastructure or any other property;
- (c) prevents or hinders the Freeway or any part of it from being open to the public for the safe, continuous and efficient passage of vehicles; or
- (d) requires an urgent response to prevent any occurrence which could:
  - (i) cause personal injury or significant damage to or destruction of the Relevant Infrastructure or other property; or
  - (ii) compromise the health or safety of any person or property.

**Incorporated Document** means the 'West Gate Tunnel Project Incorporated Document dated December 2017' incorporated by the Planning Scheme Amendment in the Schedule to Clause 52.03 and the Table to Clause 81.01 of the Melbourne, Hobsons Bay, Maribyrnong, Port of Melbourne, Brimbank and Wyndham Planning Schemes in relation to the Project or the Project Activities as at the date of this Agreement, as amended or substituted from time to time.



**Indemnified Persons** has the meaning given in clause 52.4(f).

**Independent Payment Certifier** has the meaning given in the D&C Subcontract.

**Independent Payment Certifier Deed of Appointment** means the document entitled "Independent Payment Certifier Deed of Appointment – West Gate Tunnel" between the State, TIML, Project Co, the D&C Subcontractor and the Independent Payment Certifier.

**Independent Reviewer and Environmental Auditor** means the entity appointed as the Independent Reviewer and Environmental Auditor under the Independent Reviewer and Environmental Auditor Deed of Appointment, as replaced (if at all) under clause 9.7.

**Independent Reviewer and Environmental Auditor Deed of Appointment** means the document entitled "Independent Reviewer and Environmental Auditor Deed of Appointment - West Gate Tunnel" between the State, Project Co and the Independent Reviewer and Environmental Auditor.

**Index** means each index set out in the Indexes Schedule.

**Indexed** means the relevant amount is to be indexed in accordance with the Indexes Schedule.

**Indexes Schedule** means Schedule 20.

**Indirect or Consequential Loss** means any:

- (a) loss of opportunity, profit, anticipated profit, business, business opportunities, revenue or any failure to realise anticipated savings;
- (b) penalties payable by the State or any of its Associates under agreements other than any State Project Document; or
- (c) penalties payable by Project Co or any of its Associates under agreements other than any State Project Document.

**Industrial Special Risks Insurance** means the Insurance policy for industrial special risks set out in Part B, section (a) of the Insurance Schedule.

**Industrial Waste** means any waste arising from commercial, industrial or trade activities and any waste containing substances or materials which are potentially harmful to any person, any property or the Environment.

**Information Privacy Principles** means the Information Privacy Principles set out in the *Privacy and Data Protection Act 2014* (Vic).

**Information Protection Agreement** means an agreement between Project Co and VicRoads relating to disclosure to Project Co of information collected or received by VicRoads in relation to its registration or licensing functions and activities.

**Infrastructure Lease** means any of:

- (a) the Franchise Agreement - Train Infrastructure Module included in the Franchise Agreement;
- (b) the Franchise Agreement - Tram Infrastructure Module included in the Franchise Agreement; and
- (c) the Infrastructure Lease - V/Line entered into between Public Transport Victoria and V/Line Pty Ltd dated 8 September 2014 as amended and restated.

**Initial WGT Traffic Management Plan** means the plan of that name attached to the WGT-M80 Interface Agreement as at the date of this Agreement.

**Input Tax Credit** has the meaning given in the GST Act and where appropriate includes amounts accounted for in the same way as input tax credits in any calculation of Notional GST.

**Insolvency Event** means the occurrence of any of the following events:

- (a) subject to paragraph (b) in the case of a trust, in relation to an Entity:
  - (i) **(liquidator, administrator or receiver appointed)**: a liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager or similar officer is appointed in respect of the Entity or any asset of the Entity;
  - (ii) **(distress or execution)**: a distress, attachment or other execution is levied or enforced upon or against any assets of the Entity and in the case of a writ of execution or other order or process requiring payment, it is not withdrawn or dismissed within 10 Business Days;
  - (iii) **(winding up)**: an order is made for the administration, dissolution or winding up of the Entity, or an application to the courts is made (and is not stayed or dismissed within 20 Business Days after being made) or a resolution is passed for the administration, dissolution or winding up of the Entity other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the State Representative;
  - (iv) **(cessation of business)**: the Entity ceases, or threatens to cease, to carry on its business or payment of its debts generally, other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the State Representative;
  - (v) **(arrangement or compensation)**: the Entity enters, or resolves to enter into any scheme of arrangement or composition with its creditors generally, or any class of its creditors, other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the State Representative;
  - (vi) **(inspector)**: an inspector is appointed under any companies legislation to investigate all or any part of the affairs of the Entity in relation to a possible contravention by the Entity of that legislation and the appointment:
    - A. is not withdrawn within 10 Business Days; and
    - B. in the reasonable opinion of the State Representative, may have a material adverse effect;
  - (vii) **(insolvency)**: the Entity is unable to pay its debts when they fall due, or is deemed unable to pay its debts under any applicable Law (other than as a result of a failure to pay a debt or claim which is the subject of a good faith dispute); or
  - (viii) **(deregistration)**: for a registered corporation under the Corporations Act, a step taken under section 601AA, 601AB or 601AC of the Corporations Act to cancel its registration; and
- (b) in relation to a trust:

- (i) **(application to court)**: an application or order is sought or made (and is not stayed or dismissed within 20 Business Days after being sought or made) in any court for the property of the trust to be brought into court or administered by the court or brought under its control; or
- (ii) **(assets insufficient)**: the assets of the trust are not sufficient to satisfy the trustee's debts (excluding debts which are the subject of a good faith dispute) as and when they become due and payable in respect of which it has a right to be indemnified out of the assets of the trust.

[Insurance Reimbursable has the meaning given in clause 40.17\(e\).](#)

[Insurance Report has the meaning given in clause 40.17\(a\).](#)

**Insurance Schedule** means Schedule 12.

**Insurances** means the insurances required to be effected and maintained in accordance with this Agreement.

**Insured** means any person entitled to coverage under any of the Insurances as referred to in the Insurance Schedule.

**Integration Services** means the integration of the B2B Integration Systems and the Finance System with the Tolling Back Office System.

**Intellectual Property Rights** includes:

- (a) all copyright and analogous rights;
- (b) all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), designs (whether or not registrable), confidential information (including trade secrets and know-how), circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific or artistic fields; and
- (c) all rights to register, rights in applications for the registration of and rights to extend or renew the registration of any of the foregoing,

whether created or in existence before, on or after the date of this Agreement and whether existing in Australia or otherwise.

**Interface Party** or **Interface Parties** has the meaning given in clause 10.7(a).

**Interim Skills Guarantee Performance Report** has the meaning given in clause 57.2(d)(i).

**Interstate Infrastructure Lease** means the Interstate Infrastructure Lease entered into between Public Transport Victoria and Australian Rail Track Corporation Ltd dated 20 October 2000 as amended and restated.

**IREA Cap** means \$44,604,572.

**IRS Agreement** means the document entitled 'Incident Response Services Agreement' to be entered into between OpCo and VicRoads in accordance with the OSA Direct Deed.

**Key Approval** means each of the following Approvals procured by the State in relation to the West Gate Tunnel:

- (a) the Planning Scheme Amendment or, in the circumstances of a PSA Event, an Alternative Approval;

- (b) the Minister's Assessment;
- (c) the Works Approval;
- (d) the Project CHMP;
- (e) a declaration under the Relevant Legislation that the Project is a declared project to which the Relevant Legislation applies; and
- (f) the designation by the Victorian Minister of Planning of the Project Area for the Approved Project under the Relevant Legislation.

**Key Approval Event** means:

- (a) legal action being taken in connection with a Key Approval;
- (b) any review or revocation of, or change to, a Key Approval (other than a PSA Event); or
- (c) any review or revocation of, or change to, an Approval (other than a Key Approval) or a new Approval, consequent on the circumstances specified in paragraphs (a) and (b),

but does not include:

- (d) legal action being taken, or any review or revocation of, or change to a Key Approval, for any breach or alleged breach (which is later established to be a breach) of a Key Approval by Project Co or any of its Associates; or
- (e) any amendment to the Key Approvals after the date of this Agreement as a direct consequence of the State making the Additional Land Parcels available to Project Co in accordance with clauses 6.2(d) and 6.2(e), including the amendment of the Project CHMP under clause 8.1(g).

**Key Off-Site Areas** means:

- (a) the precast yards leased by Project Co for the purposes of the Project; and
- (b) any area where a tunnel boring machine to be used in the carrying out of the D&C Activities is being fabricated, transported, assembled or delivered, other than the Construction Areas.

**Key Operational Areas** means:

- (a) the Burnley site office encompassing all of the land in Crown Allotment 1C of 39A, Parish of Jika Jika, City of Richmond as shown on OP 121635-A; and
- (b) 49 Balston Street, Southbank VIC 3006.

**Key People** means:

- (a) the people specified in item 6 of the Contract Particulars; and
- (b) the people notified to, and approved by, the State in accordance with clause 10.1(b), to be employed or engaged in the roles specified in item 6 of the Contract Particulars,

as replaced (if at all) in accordance with clause 10.1(a)(v).

**Key Risk Event** means:

- (a) each of the following events:
  - (i) an act or omission of the State which prevents, hinders or disrupts the ability of Project Co or its Associates to levy and collect tolls, fees and charges as permitted by the State Project Documents;
  - (ii) a date on or prior to the Date of Tolling Completion has not been fixed by Order of the Governor in Council published in the Government Gazette or otherwise in accordance with the Project Legislation, as the day on which tolling of the Freeway is to commence;
  - (iii) the Freeway has not been declared to be a road under section 193 of the Relevant Legislation by the Date of West Gate Tunnel Completion, or the declaration is revoked in whole or in part in respect of a part of the Leased Area after the Date of West Gate Tunnel Completion without the agreement of Project Co;
  - (iv) the Governor in Council has not declared Project Co to be the "West Gate Tunnel Corporation" under the Project Legislation by the Date of West Gate Tunnel Completion;
  - (v) the Governor in Council has not declared OpCo to be the "West Gate Tunnel operator" under the Project Legislation by the later of the Date of West Gate Tunnel Completion and 20 Business Days after a request from Project Co; and
  - (vi) the State fails to cause to be prescribed any of the matters which it must use reasonable endeavours to cause to be prescribed as listed in clause 31.2 or 31.3 by the Date of Tolling Completion;
- (b) the cessation or suspension of any part of the O&M Activities, or a change in the way the O&M Activities are carried out, because of a government direction or a requirement of Law in connection with a Heritage Claim or Native Title Claim (as the case may be) (other than an event described in paragraph (s));
- (c) a Key Approval Event;
- (d) a Project Specific Change in Mandatory Requirement (other than an event described in paragraph (a) or (h));
- (e) the first set of minimum requirements for civil debt recovery approved by the Minister and published in the Government Gazette for the purpose of the Project Legislation, is different to the minimum requirements for civil debt recovery set out in Schedule 35, and that difference is not immaterial;
- (f) any subsequent minimum requirements for civil debt recovery approved by the Minister and published in the Government Gazette, after the first such publication, for the purpose of the Project Legislation are different to the minimum requirements for civil debt recovery in place immediately prior to the publication of the revised minimum requirements, and that difference is not immaterial;
- (g) an Accident Towing Licence Event;
- (h) each of the following events:
  - (i) a Project Specific Change in Mandatory Requirements which is a Change in Tolling Law; and

- (ii) the use of the Freeway by autonomous vehicles (including vehicles without drivers) is permitted, but there is no Change in Law to enable Project Co or its Associates to levy and collect tolls and charges in respect of such use (including the ability of Project Co or its Associates to request, and expect, service of an infringement notice in relation to the evasion of tolls and the enforcement of the offence the subject of that infringement notice), in the same manner as prior to the use of the Freeway by autonomous vehicles;
- (i) a Change in Mandatory Requirements which implements or changes a Road Network Price or Restriction;
- (j) a Change in Federal Environmental Law;
- (k) a Force Majeure Event that is a Day 1 Uninsurable Risk or an Uninsurable Risk;
- (l) where the State steps-in as a result of a Catastrophic Event;
- (m) a court makes a Final Court Ruling:
  - (i) relating solely to Laws which it is in the legislative power of the State to change; and
  - (ii) which has not been made as a result (in whole or in part) of a breach by Project Co or its Associates of the Project Documents or some other wrongful act or omission by Project Co or its Associates,which prohibits or prevents Project Co from undertaking all, or substantially all, of the Project Activities in the manner contemplated by this Agreement;
- (n) the offence of failing or refusing to pay the toll for the use of the Freeway is not enforced, or recovery procedures are not pursued, by the State or its Authorities, in each case in a manner which in substance achieves a similar outcome to that which would reasonably be expected by an operator of a private tollway in Victoria, having regard to the enforcement and recovery procedures and practices implemented by the State and its Authorities in relation to the offence of failing or refusing to pay the toll for the use of private tollways prior to the date of this Agreement and the enforcement and infringement regime implemented by the Project Legislation as at the Project Legislation Commencement Date;
- (o) a single Contamination Modification Event or series of Contamination Modification Events related to, or a consequence of, a single event giving rise to the series of Contamination Modification Events (other than an event described in paragraph (s));
- (p) subject to clause 34.12(b), the State issues a notice pursuant to clause 34.4(b)(v) in relation to a Latent Condition Event;
- (q) the State fails to provide support to the Freeway as required under clause 26.1;
- (r) a Change in Law, an Act of Prevention (as that term is defined in the CityLink Concession Deed), a breach by the State of the CityLink Concession Deed, or the State directs a Variation (as that term is defined in the CityLink Concession Deed) under the CityLink Concession Deed without the agreement or consent of the CityLink Parties, which prevents the CityLink Parties from affording the lower of:
  - (i) the level of support that the CityLink Parties had been providing prior to the Change in Law, Act of Prevention (as that term is defined in the CityLink Concession Deed), breach by the State of the CityLink

Concession Deed or Variation (as that term is defined in the CityLink Concession Deed) (as applicable); and

- (ii) a level of support to the Freeway that is consistent with the level of support that the State must afford to the Freeway in accordance with clause 26.1;
- (s) each of the following events:
  - (i) a single Contamination Modification Event or series of Contamination Modification Events related to, or a consequence of, a single event giving rise to the series of Contamination Modification Events; or
  - (ii) the cessation or suspension of any part of the O&M Activities, or a change in the way the O&M Activities are carried out, because of a government direction or a requirement of Law in connection with a Heritage Claim or Native Title Claim (as the case may be),  
  
in relation to any part of the Additional MOFF Areas; and
- (t) any other event which is expressly deemed to be a Key Risk Event in this Agreement.

**Key Risk Event Notice** has the meaning given in clause 27.1.

**Key Subcontract** means:

- (a) the D&C Subcontract;
- (b) the Operating Services Agreement; and
- (c) any Subcontract in respect of the Project Activities as specified in item 7 of the Contract Particulars,

as replaced in accordance with clause 10.1(a)(iv).

**Key Subcontractor** means:

- (a) the D&C Subcontractor;
- (b) OpCo; and
- (c) any Subcontractor who is engaged to perform the Project Activities as specified in item 7 of the Contract Particulars,

as replaced in accordance with clause 10.1(a)(iv).

**Key Subcontractors (D&C)** means:

- (a) SICE in respect of the ITS / motorway network communications system / plant management and control system– cabling and equipment design (Transurban);
- (b) Visionstream in respect of the ITS – cabling and equipment design (VicRoads);
- (c) Freyssinet Australia – Freyssinet International Joint Venture in respect of the precast segmental erection;
- (d) Aurecon Jacobs Joint Venture as lead design consultant; and



(e) Kapsch in respect of the RSS.

**KPI** means a key performance indicator as set out in Part C of Schedule 3.

**KPI Assessment System** has the meaning given in clause 32.1(a).

**KPI Audit Notice** has the meaning given in clause 32.4(b).

**KPI Auditor** has the meaning given in clause 32.4(c)(i).

**KPI Auditor's Report** has the meaning given in clause 32.4(d).

**KPI Benchmark** means the performance benchmarks in respect of each KPI as set out in Part C of Schedule 3.

**KPI Data** means the data contemplated under clauses 32.3(a)(iii) and 32.3(a)(iv).

**KPI Event** means, in respect of a KPI, a failure to meet the KPI Benchmark for that KPI, measured at the time and in the manner set out in Part C of Schedule 3.

**KPI Liability** has the meaning given in section 2 of Part B of Schedule 3.

**KPI Points** means the points accrued by Project Co in accordance with Part C of Schedule 3 in respect of each KPI Event.

**KPI Points Cap(s)** has the meaning given in section 3 of Part B of Schedule 3.

**KPI Regime** means the regime for the measurement of Project Co's performance and the associated rights and obligations of the parties in respect of the KPIs and the applicable KPI Benchmarks as set out in clause 32 and Schedule 3.

**Land Availability Plans** means the land availability plans set out in:

- (a) the Property Schedule; and
- (b) in respect of the Additional Land Parcels, Table H15.2 and Table H15.3 of Part H15 and Part K22 of the PSR,

as amended from time to time in accordance with clause 6.3.

**Lane** means a lane of the Freeway and includes any shoulder used as an emergency stopping lane.

**Latent Condition Event** means the discovery or encountering of any latent defect in, or any other physical condition of, any Existing Structural Assets forming part of the Relevant Infrastructure except to the extent:

- (a) that the defect or condition:
  - (i) was assumed or foreseen by Project Co; or
  - (ii) should have been assumed or foreseen by a prudent, competent and experienced operation and maintenance service provider exercising Best O&M Practices,

to arise, or to be likely to arise, during the O&M Phase; or

- (b) that the defect or condition:



- (i) was required to be rectified; or
- (ii) would have been required to be rectified if Project Co had properly carried out all such testing and investigations required by the PSR in accordance with the Agreement,

as part of Project Co's obligations during the period up to or as a condition of West Gate Tunnel Completion, including:

- (iii) sections 3.1 and 4 of Part B of the PSR;
- (iv) to comply with Best D&C Practices in carrying out the D&C Activities; and
- (v) to comply with the FFP Warranty.

**Law** means:

- (a) those principles of common law and equity established by decisions of courts;
- (b) all other statutes, regulations, by-laws, ordinances and subordinate legislation of the Commonwealth, the State or an Authority; and
- (c) Approvals (including any conditions or requirements under them).

**LCA Plan** has the meaning given in the Construction Licence.

**Lease** means the lease of the part of the Leased Area for the West Gate Tunnel to be granted by the State to Project Co, in the form set out in Exhibit B.

**Lease (NewCo)** means the lease of the part of the Leased Area for the West Gate Tunnel to be granted by the State to NewCo, in the form set out in Exhibit BA.

**Leased Area** means the subdivided stratum (limited in height and depth) which is described in:

- (a) prior to the Lease and the Lease (NewCo) being granted, the Lease Plan; and
- (b) on and from the date the Lease and the Lease (NewCo) is granted, the West Gate Tunnel Lease Plan or the West Gate Tunnel Lease (NewCo) Plan, as applicable (or as otherwise determined in accordance with clauses 6.9(f) to 6.9(g)).

**Lease Plan** means the Proposed Leased Area Plans set out in the Property Schedule, which identifies the land to be leased to Project Co and NewCo in accordance with the Lease and the Lease (NewCo) respectively, as amended from time to time as a result of the application of the Lease Principles and to become the West Gate Tunnel Lease Plan and the West Gate Tunnel Lease (NewCo) Plan respectively.

**Lease Principles** means the lease principles contained in Part H16 of the PSR.

**Liability** means any debt, obligation, claim, action, cost, (including legal costs, deductibles or increased premiums) expense, loss (whether direct or indirect), damage, compensation, charge or liability of any kind (including fines or penalties), whether it is:

- (a) actual, prospective or contingent; or
- (b) currently ascertainable or not,

and whether under this Agreement, any other Project Document or arising at Law.

**Licensed Construction Areas** means that part of the subdivided stratum (limited in height and depth) which is:

- (a) included in the Land Availability Plans; and
- (b) identified in the LCA Plan as amended from time to time in accordance with the Construction Licence.

**Licensed Maintenance Areas** means those areas which form a part of the Project Land that are Crown land or land owned in fee simple by the Project Proponent over which Project Co requires access for the Permitted Use (as that term is defined in the Maintenance Licence), and which are identified in the Licensed Maintenance Area Plan (limited in height and depth where such limitation is shown on the Licensed Maintenance Area Plan), as amended from time to time in accordance with the Maintenance Licence.

**Licensed Maintenance Area Plan** has the meaning given in the Maintenance Licence.

**LIDP** means the Local Industry Development Plan set out in the VIPP Schedule.

**LIDP Monitoring Table** means the table included in the VIPP Schedule.

**Low Impact Lane Closure** means a lane closure that complies with Schedule 11.

**LUAA** means a land use activity agreement entered into in accordance with the TOS Act.

**M80 Contract** means the contract entitled "M80 Ring Road Upgrade Design and Construct Contract CN8676" to be entered into by VicRoads and the M80 Contractor.

**M80 Contractor** means the contractor to be engaged by the State or VicRoads to carry out the M80 Upgrade Project and including that contractor's associates and subcontractors appointed in respect of the M80 Upgrade Project.

**M80 Interface Design Activities** has the meaning given in Part H24 of the PSR.

**M80 Interface Site** has the meaning given to the term 'Interface Site' as set out in the WGT-M80 Interface Agreement.

**M80 Interface Works** has the meaning given in the Pre-Agreed Modification Schedule in respect of the Pre-Agreed Modification relating to the M80 Upgrade Project.

**M80 Interface Design Activity Milestones** means the following milestones:

Name and Description of M80 Interface Design Activity Milestone	M80 Interface Design Activity Milestone Date
<b>Preliminary Design</b>	
Civil Ramps E	9 April 2018
Drainage Ramps E	23 April 2018
Ramp B/K Bridge	16 April 2018
Ramp F/L Bridge	30 April 2018

Name and Description of M80 Interface Design Activity Milestone	M80 Interface Design Activity Milestone Date
Ramp E Bridge	7 May 2018
<b>Draft Certified Design</b>	
Civil Ramps E	13 August 2018
Drainage Ramps E	27 August 2018
Ramp B/K Bridge	13 August 2018
Ramp F/L Bridge	7 September 2018
Ramp E Bridge	14 September 2018
<b>IFC Design</b>	
Civil Ramps E	27 September 2018
Drainage Ramps E	18 October 2018
Ramp B/K Bridge	11 October 2018
Ramp F/L Bridge	18 October 2018
Ramp E Bridge	16 November 2018

**M80 Interface Design Activity Milestone Dates** means the date attached to the relevant M80 Interface Design Activity Milestone.

**M80 Traffic Management Plan** means the initial and any subsequent M80 traffic management plan prepared in accordance with clause 13.2 (and finalised in accordance with clause 13.2(c)(v)).

**M80 Upgrade Project** means the design and construction upgrade of the M80 Ring Road from Princes Freeway to Western Highway to provide additional lanes in each direction, structure widening and strengthening, braided ramps, managed motorway infrastructure, traffic barriers, retaining walls, landscaping, urban design and associated works, in accordance with the M80 Contract as at the date of this Agreement. Unless otherwise agreed by Project Co, it does not include any amendments, modifications or supplements to those works or activities after the date of this Agreement.

**Maintained Off-Freeway Facilities** has the meaning given in the PSR.

**Maintenance Areas** means the Licensed Maintenance Areas and the Other Maintenance Access Areas.

**Maintenance Licence** means any licence granted in accordance with clause 6.5(b) in connection with any of the Maintained Off-Freeway Facilities in the form set out in Exhibit D.

**Maintenance Principles** has the meaning in the PSR.

**Major Default** means any of the following events:

- (a) **(abandonment)**: Project Co displays an intention to wholly or substantially abandon the D&C Activities or the O&M Activities;
- (b) **(Insolvency Event of Consortium Member)**: an Insolvency Event occurs in relation to a Consortium Member (other than Project Co and, after the Date of West Gate Tunnel Completion, the D&C Subcontractor) and that Consortium Member is not replaced within 6 months (or such longer period agreed) by a party approved by the State;
- (c) **(fraud)**: Project Co or any of its Associates engages in fraud, collusion or dishonest conduct in carrying out their obligations under the Project Documents;
- (d) **(Independent Reviewer and Environmental Auditor Notice)**: the Independent Reviewer and Environmental Auditor notifies the State and Project Co:
  - (i) subject to clause 23.2(ib), that Project Co is not diligently pursuing:
    - A. the Remediation Plan under clause 23.2(f)(i)A; or
    - B. the amended Remediation Plan under clause 23.2(i)(ii)A;
  - (ii) subject to clause 23.2(ib), that the D&C Program is not consistent with the Remediation Plan;
  - (iii) subject to clauses 23.2(g) and 23.2(ia) that:
    - A. the Explanation is not satisfactory under clause 23.2(e)(ii); or
    - B. the Remediation Plan does not address its concerns under clause 23.2(f)(ii);
  - (iv) subject to clause 23.2(ia) under clause 23.2(i)(i)B, that the amended Explanation is not satisfactory; or
  - (v) subject to clause 23.2(ia) under clause 23.2(i)(ii)B, that the amended Remediation Plan is not satisfactory;
- (e) **(fails to provide Explanation or Remediation Plan)**: Project Co fails to provide an Explanation or Remediation Plan within 20 Business Days of receipt of the Non-Compliance Notice;
- (f) **(breach of obligations)**: Project Co or any of its Associates:
  - (i) breaches a material obligation under clause 10 or clause 49 (except for clauses 49.1(a)(i) or 49.2(b)); or
  - (ii) breaches an obligation under clause 59.1(b)(ii) in relation to a Probity Event;
- (g) **(insurance breach)**: a breach by Project Co of a material obligation under clauses 40.1, 40.2, 40.7 or 40.16;

- (h) **(failure to provide bond):** Project Co fails to procure:
  - (i) a Close-Out Bond in accordance with clause 21.2(b);
  - (ii) an O&M Bond in accordance with clause 25.6(h); or
  - (iii) a Replacement O&M Bond in accordance with clause 25.6(j);
- (i) **(default by Project Co):** Project Co defaults:
  - (i) in a material respect; or
  - (ii) in a persistent or repeated fashion which has a material adverse effect on Project Co's ability to carry out the Project Activities which has not been remedied within 20 Business Days of the State giving Project Co a notice which contains details of the breach,

in the due observance and performance of:

  - (iii) any of its obligations under any State Project Document, other than under clause 23.1 or clause 23.2; or
  - (iv) any of its obligations under any Finance Document or Equity Document to the extent such default entitles a financier or equity provider to refuse to provide funding under the Finance Document or Equity Document;
- (j) **(material breach by Project Co):** any breach by Project Co of a State Project Document, other than a breach of clause 23.1 or clause 23.2, which has a material adverse effect on Project Co's ability to deliver the Project;
- (k) **(persistent breach):** prior to the Date of West Gate Tunnel Completion only, Project Co defaults in the due observance and performance of any of its obligations under any State Project Document in a persistent or repeated fashion (which does not have a material adverse effect on Project Co's ability to carry out the Project Activities) and:
  - (i) Project Co fails to provide to the State, within 20 Business Days of the State giving Project Co a notice which contains details of the breach:
    - A. a plan and program for the remediation of the breach that is satisfactory to the State (acting reasonably); or
    - B. a commercial proposal to seek relief from the obligation to remediate part or all of the breach that is satisfactory to the State (acting reasonably and having regard to Best Industry Practices and the standards and practices in use on other privately operated roads in Australia); or
  - (ii) having provided to the State a plan, program or commercial proposal of the type referred to in paragraph (k)(i) of this definition that is satisfactory to the State, fails to comply with that plan, program or commercial proposal;
- (l) **(KPI Liability Cap):** if it is reported in any Quarterly KPI Report or Annual KPI Report that in any full Financial Year after the Date of West Gate Tunnel Completion, Project Co has accrued KPI Points (after excluding KPI Points accrued under KPI 3 and/or KPI 4 in respect of the WGT Service Area (as defined in Schedule 3)) in excess of the maximum annual KPI Points Cap (**KPI Cap Default**) and:

- (i) Project Co fails to provide to the State, within 20 Business Days after the occurrence of the KPI Cap Default:
  - A. a plan and program that is satisfactory to the State (acting reasonably) for the remediation of, or to prevent the reoccurrence of, the events or circumstances that gave rise to the KPI Cap Default; or
  - B. a Modification Proposal in accordance with clause 32.11 in respect of the events or circumstances that gave rise to the KPI Cap Default;
- (ii) having provided to the State a plan and program of the type referred to in paragraph (l)(i)A of this definition that is satisfactory to the State, Project Co fails to diligently pursue the implementation of that plan and program;
- (iii) having provided to the State a Modification Proposal under clause 32.11 in respect of which the State issues a Modification Order, Project Co fails to comply with its obligations in relation to that Modification Order; or
- (iv) having provided to the State a Modification Proposal under clause 32.11, the State elects not to issue a Modification Order, other than where the State has failed to comply with its obligations under clause 32.11(c);
- (m) **(Enterprise-wide Subcontract warranty)**: a breach by Project Co of the warranty in clause 10.3B(a);
- (n) **(Post Close IP Deliverables)**: a breach by Project Co of clause 3.5; or
- (o) **(deemed Major Default)**: any other event which is expressly deemed to be a Major Default in accordance with this Agreement.

**Major Default Notice** has the meaning given in clause 41.1(b).

**Manage** means:

- (a) other than in relation to groundwater Contamination:
  - (i) to take measures to restore the Environment to the condition required by Law and this Agreement, including the PSR, the Project Plans, the Environmental Requirements and the Groundwater Management Plan;
  - (ii) to remove, disperse, abate, destroy, dispose of, neutralise, remediate, treat or contain; or
  - (iii) to test, monitor, record, manage or assess; and
- (b) in relation to groundwater Contamination:
  - (i) to take measures to minimise, manage or mitigate an impact;
  - (ii) to remove, disperse, abate, destroy, dispose of, neutralise, remediate, treat or contain, to the extent groundwater Contamination enters the excavated works; and
  - (iii) to test, monitor, record, manage or assess.

**Marine Transit Insurance** means the Insurance policy set out in Part A, section (f) of the Insurance Schedule.

**Market Led Proposal Guidelines** means the guidelines entitled "Market-led Proposal Guidelines" issued by the Department of Treasury and Finance.

**Material** has the meaning given in clause 52.5.

**Material Subcontract** means any:

(a) Subcontract for all or part of the D&C Activities (other than the Tolling Works):

- (i) the value of the works under which exceeds \$10,000,000;
- (ii) which, when aggregated with the value of the works under each other Subcontract for the D&C Activities (other than the Tolling Works) previously entered into by the same Subcontractor (other than the Subcontract in accordance with subparagraph (a)(i)), will result in the total value of those contracts exceeding \$10,000,000; or
- (iii) irrespective of the value of the works, with a Key Subcontractor (D&C),

each a **Material Subcontract (D&C)**, [but in each case excludes the Spoil Disposal Contract \(as defined in the D&C Subcontract\)](#);

(b) Subcontract for all or part of the Tolling Works (other than a Service Agreement):

- (i) the value of the works under which exceeds \$10,000,000; or
- (ii) which, when aggregated with the value of the works under each other Subcontract for the Tolling Works previously entered into by the same Subcontractor (other than the Subcontract in accordance with subparagraph (b)(i)), will result in the total value of those contracts exceeding \$10,000,000,

each a **Material Subcontract (Tolling Works)**;

(c) Subcontract (other than an Enterprise-wide Subcontract and a Service Agreement) for all or part of the O&M Activities:

- (i) the annual value of which exceeds \$5,000,000 (Indexed); or
- (ii) which, when aggregated with the annual value of each other Subcontract for O&M Activities which remains in effect and which was entered into by the same Subcontractor in the preceding 12 month period (other than a Subcontract referred to in subparagraph (c)(i)), will result in the total annual value of those contracts exceeding \$5,000,000 (Indexed),

each a **Material Subcontract (O&M)**; or

(d) any other Subcontract (irrespective of the value of the works), which relates to the carrying out of the D&C Activities referred to in Schedule 6, whether or not Project Co is a party.

**Material Subcontract (O&M – CityLink/WGT)** means a Material Subcontract (O&M) under which the Subcontractor provides operation, maintenance, repair and/or tolling goods or services (which may include the provision of licensed materials) in relation to the Project and the CityLink Project only.

[MEI and IT Equipment means the items listed in the MEI and IT Equipment Schedule.](#)

[MEI and IT Equipment Schedule means Schedule 46.](#)

**Minister's Assessment** means the assessment by the Victorian Minister for Planning under the *Environment Effects Act 1978* (Vic) in relation to the Environmental Effects Statement.

**Model Litigant Guidelines** means the Victorian Model Litigant Guidelines, as amended from time to time.

**Model Variation Event** has the meaning given in clause 50.3.

**Modification** means:

- (a) any change to:
  - (i) the Relevant Infrastructure; or
  - (ii) the Project Activities,including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Relevant Infrastructure, the Project Activities or any change to or from them including as a result of any Pre-Agreed Modification Election Notice;
- (b) without limiting clause 34:
  - (i) a Project Specific Change in Mandatory Requirements; or
  - (ii) where Project Co is required to comply with a Change in Policy in accordance with clause 34.7(c), a Change in Policy,that will or is likely to have an adverse impact on Projected Revenue; and
- (c) a deemed Modification in accordance with clause 34.11.

**Modification Estimate** has the meaning given in clause 34.3(c)(i).

**Modification Order** means a direction issued by the State under clause 34.1 which requires Project Co to proceed with a Modification.

**Modification Proposal** has the meaning given in clause 34.6(a).

**Modification Quote** means the quote prepared by Project Co in accordance with clause 34.3(c).

**Modification Request** has the meaning given in clause 34.2.

**Month** means a calendar month.

**Monthly D&C Phase Progress Report** means the monthly progress report to be provided by Project Co during the D&C Phase in accordance with section 14.7 of Part F6 of the PSR.

**Monthly O&M Phase Progress Report** means the monthly progress report to be provided by Project Co during the O&M Phase in accordance with section 13.1 of Part F7 of the PSR.

**Moral Rights** has the meaning given in the *Copyright Act 1968* (Cth) and any corresponding or similar rights granted under any other laws anywhere in the world.

**MOU** has the meaning given in the PSR.

**Native Title Claim** means any claim or application under any Law relating to native title, including any application under section 61 of the *Native Title Act 1993* (Cth).



**Negative Pre-Agreed Modification** means a Pre-Agreed Modification set out in Part B of the Pre-Agreed Modification Schedule.

**Net Operating Cashflow** means, at any time, the projected net operating cashflow to be derived by Project Co in connection with the West Gate Tunnel from that time until the Final Expiry Date, calculated as:

- (a) Projected Revenue; less
- (b) projected costs as set out in the Notional Cost Profile.

**Network Tolling Agreement** means the agreement of that name between Project Co and the Company and OpCo, dated on or around the date of this Agreement.

**New D&C Program Activity Item** has the meaning given in clause 15(d)(ii).

**[New Equity Contribution Deed](#)** means the document entitled "[New Equity Contribution Deed](#)" between Project Co and Transurban Holdings Limited.

**New WGT Subcontract** has the meaning given in clause 28.7(b)(ii)B or clause 28.7(c)(ii), as the context requires.

**New WHS Regulations** means any work health and safety regulations replacing or amending the *Occupational Health and Safety Regulations 2017* (Vic) in line with the model Work Health and Safety Regulations as endorsed by the Workplace Relations Ministerial Council (Cth) in December 2009.

**NewCo** means West Gate Tunnel Leasehold Co. Pty Ltd (ACN 622 944 709).

**NewCo Equity Note Deed Poll** means the deed poll so entitled issued by NewCo and dated on or around the date of this Agreement.

**NewCo Loan Facility Agreement** means the agreement so entitled between NewCo, Funding Co and the State dated on or around the date of this Agreement.

**NewCo Sub-Lease** means the sub-lease entered into between NewCo and Project Co in respect of that part of the Leased Area the subject of the Lease (NewCo) in the form of Schedule 43.

**NewCo Works Loan Agreement** means the agreement so entitled between Project Co and NewCo dated on or around the date of this Agreement.

**Non-Compliance Notice** has the meaning given in clause 23.2(b).

**Non-Conformance** has the meaning given in clause 22.3(a).

**Non-Conformance Register** has the meaning given in clause 22.3(e).

**Notional Cost Profile** means the notional cost profile as set out in the Base Case Financial Model.

**Notional Debt Profile** means the notional debt profile set out in the Base Case Financial Model.

**Notional Tax Profile** means the notional tax profile set out in the Base Case Financial Model.

**Notional GST** means, where, in relation to the Intergovernmental Agreement on the Reform of Commonwealth-State Financial Relations and the *National Taxation Reform (Consequential Provisions) Act 2000* (Vic) (**NTR Act**) or a direction given under section 5 of the NTR Act, the

supplier is obliged to make voluntary or notional GST payments, in which case Notional GST means those voluntary or notional payments. For the avoidance of doubt, Notional GST amounts will be calculated as if the GST Act applies to the relevant supplies.

**O&M Activities** means all things and tasks which Project Co is required to carry out to discharge its operation, maintenance, repair and tolling obligations in accordance with the State Project Documents, including:

- (a) the operation, maintenance, repair and tolling of the West Gate Tunnel;
- (b) the maintenance and repair of the Maintained Off-Freeway Facilities; and
- (c) the Handover Services,

which for the avoidance of doubt does not include the OpCo D&C Phase IRS Activities.

**O&M Bond** has the meaning given in clause 25.6(g).

**O&M Manuals** means each of the operation and maintenance manuals to be prepared and updated by Project Co as described in the Project Plans and O&M Manuals Section.

**O&M Non-Conformance** means, during the O&M Phase and in connection with the O&M Activities, a failure by Project Co to comply with its obligations under the State Project Documents, other than to the extent such failure is permitted or excused pursuant to a State Project Document.

**O&M Phase** means the period commencing on the Date of West Gate Tunnel Completion and ending on the Expiry Date.

**O&M Phase Insurances** means the Insurances referred to in Part B of the Insurance Schedule.

**O&M Site** means:

- (a) the Leased Area;
- (b) the Maintenance Areas; and
- (c) the Extra Maintenance Land.

**OHS Accreditation Scheme** means the WHS Accreditation Scheme established under the Building and Construction Industry (Improving Productivity) Act 2016 (Cth).

**OHS Legislation** means all Laws in connection with occupational health and safety including the *Occupational Health and Safety Act 2004* (Vic), the OHS Regulations and all other regulations made under the *Occupational Health and Safety Act 2004* (Vic).

**OMCS Back Office** has the meaning given in the PSR.

**Omitted Scope** has the meaning given in clause 6.2(f)(i).

**Omitted Works** has the meaning given in clause 34.5(a).

**Omitted Works Contractor** has the meaning given in clause 34.5(b).

**OHS Regulations** means the *Occupational Health and Safety Regulations 2017* (Vic).

**OpCo** means, as at the date of this Agreement, the party specified in item 9 of the Contract Particulars and any person who, in addition or substitution, is engaged by Project Co to carry out all, or substantially all, of the O&M Activities.

**OpCo D&C Phase IRS Activities** means the incident response services to be provided by Project Co on and from the later of the date which is 4 months after Financial Close and 1 May 2018 until the Date of West Gate Tunnel Completion in accordance with section 8 of Part H22 of the PSR.

**Operating Services Agreement** means the agreement entitled "West Gate Tunnel Operating Services Agreement" between Project Co and OpCo dated on or around the date of this Agreement.

**Operations Management and Control System** or **OMCS** has the meaning given in the PSR.

**OSA Direct Deed** means the document entitled "Operating Services Agreement Direct Deed - West Gate Tunnel" between the State, Project Co and OpCo.

**OSARs Interface Site** has the meaning given to the term 'Interface Site' in the WGT-OSARs Interface Agreement.

**OSARs Interface Works** has the meaning given in the WGT-OSARs Interface Agreement.

**OSARs Project** means the project known as the Outer Suburban Arterial Roads Program (Western Package) involving almost 30 kilometres of lane duplication and over 700 lane kilometres of road rehabilitation in relation to the outer western suburban arterial road network and including the following capital works:

- (a) Dunnings Road and Palmers Road upgrade, Point Cook Road to Princes Freeway, Point Cook;
- (b) Palmers Road upgrade, Princes Freeway to Western Freeway, Truganina;
- (c) Derrimut Road upgrade, Sayers Road to Dohertys Road, Tarneit;
- (d) Leakes Road upgrade, Fitzgerald Road to Derrimut Road, Truganina;
- (e) Dohertys Road upgrade, Fitzgerald Road to Grieve Parade, Laverton North;
- (f) Dohertys Road upgrade, Foundation Road to Palmers Road, Truganina;
- (g) Princes Freeway/Forsyth Road interchange upgrade, Hoppers Crossing;
- (h) Duncans Road interchange, Werribee/Werribee South; and
- (i) Hyde Street bridge strengthening.

**OSARs Project Co** means the project company engaged by the State to undertake the OSARs Project, being Netflow OSARS (Western) Pty Ltd as trustee for Netflow OSARS (Western) Unit Trust for and on behalf of the Netflow OSARS (Western) Partnership and Cintra OSARS (Western) Pty Ltd as trustee for Cintra OSARS (Western) Unit Trust for and on behalf of the Netflow OSARS (Western) Partnership.

**OSARs Project Deed** has the meaning given in the WGT-OSARs Interface Agreement.

**Other D&C Access Areas** means that part of the subdivided stratum (limited in height and depth):

- (a) which is included in the Land Availability Plans, the WGT Road Licence or the WGT Rail Licence; and
- (b) in respect of which access is procured by the State in accordance with clause 6.6.

**Other Financing Documents** means:

- (a) the general security deed dated on or about the date of this Agreement between Project Co and the Company;
- (b) the general security deed dated on or about the date of this Agreement between Project Co and Clepco; and
- (c) the general security deed dated on or about the date of this Agreement between Funding Co and NewCo.

**Other Maintenance Access Areas** means those areas in respect of which access is procured by the State in accordance with clause 6.6 in order to carry out the O&M Activities in connection with the Maintained Off-Freeway Facilities.

**Outstanding Close-Out Costs** has the meaning given in clause 21.2(a)(iv)B.

**Outstanding Matters Report** has the meaning given in clause 28.4(e).

**Overdue Rate** means 2% per annum above the Bank Bill Rate.

**Ownership Schedule** means Schedule 18.

**Parent Guarantee** means the guarantee given by the Parent Guarantor of any D&C Subcontractor to Project Co in connection with the obligations of the relevant D&C Subcontractor to Project Co under a D&C Subcontract.

**Parent Guarantor** means each person giving a Parent Guarantee, which as at the date of this Agreement means the parties specified in item 10 of the Contract Particulars.

**Pass Through Clauses** means each of the following clauses:

- (a) in relation to each Material Subcontract (O&M – CityLink/WGT):
  - (i) clause 10.3(d); and
  - (ii) clauses 40.2(d) and 40.2(e); and
- (b) in relation to a Subcontract (O&M - CityLink/WGT) (including for the avoidance of doubt a Material Subcontract (O&M – CityLink/WGT)):
  - (i) clause 10.3(a);
  - (ii) clause 10.5(b), to the extent that the terms of the Material Subcontract (O&M – CityLink/WGT) do not give Project Co the right to require the removal, replacement or restriction on further employment or engagement referred to in that clause;
  - (iii) clause 10.6(a)(iii);
  - (iv) clause 10.9;
  - (v) clause 12.1(b)(v);

- (vi) clauses 54.1(d)(ii) and 54.1(d)(iii); and
- (vii) clauses 54.2(d)(ii) and 54.2(d)(iii).

**Payment Certificate (State Works)** has the meaning given in the D&C Subcontract.

**Performance Bond** means a bank guarantee which:

- (a) is unconditional, irrevocable and payable on demand;
- (b) is issued by a financial institution that is the holder of a current licence issued by APRA and has the Required Rating; and
- (c) specifies a location within Melbourne where demand is to be given and payment made, without further confirmation from the issuer, on any Business Day.

**Permitted Share Capital Dealing** means a Share Capital Dealing specified in the Permitted Share Capital Dealing Schedule.

**Permitted Share Capital Dealing Schedule** means Schedule 19.

**Personal Information** means:

- (a) with respect to anything done or occurring during the D&C Phase, "personal information" within the meaning of the *Privacy and Data Protection Act 2014* (Vic); and
- (b) with respect to anything done or occurring during the O&M Phase (including with respect to information collected by Project Co during the D&C Phase), "personal information" within the meaning of the *Privacy Act 1988* (Cth).

**Planning Scheme Amendment** means the amendment to the Melbourne, Hobsons Bay, Maribyrnong, Wyndham, Port of Melbourne and Brimbank Planning Schemes permitting development of the West Gate Tunnel.

**Pollution** includes any solid, liquid, gas, odour, heat, sound, vibration, radiation or substance present in any segment of the Environment (other than those naturally present in a given segment of the Environment) which alone or in combination makes or may make the Environment:

- (a) unsafe or unfit for habitation or occupation by persons or animals;
- (b) degraded in its capacity to support plant life;
- (c) contaminated; or
- (d) otherwise environmentally degraded.

**Port Land Deed** means the deed so entitled entered into between the State and Project Co on or about the date of this Agreement.

**Port Lessee** means Lonsdale Asset Property Pty Limited ACN 614 295 582 as trustee for the Lonsdale Asset Property Trust.

**Port Lessor** means Melbourne Port Lessor Pty Ltd ABN 39 610 924 626.

**Port Manager** means Port of Melbourne Operations Pty Ltd ABN 67 610 925 178 as trustee for the Port of Melbourne Unit Trust ABN 83 751 315 034.

**Port Transaction Land** has the meaning given in the Port Land Deed.

**Positive Pre-Agreed Modification** means a Pre-Agreed Modification set out in Part A of the Pre-Agreed Modification Schedule.

**Post Close IP Deliverables Schedule** means Schedule 31.

**Post Expiry Licensed Area** has the meaning given in clause 28.10(a).

**PPS Act** means the *Personal Property Securities Act 2009* (Cth) and regulations made under that Act.

**Pre-Agreed Modification** means a Modification specified in the Pre-Agreed Modification Schedule, which may be either a Negative Pre-Agreed Modification or a Positive Pre-Agreed Modification.

**Pre-Agreed Modification Amount** means for each Pre-Agreed Modification, the relevant amount specified in the Pre-Agreed Modification Schedule.

**Pre-Agreed Modification Election Notice** means a notice issued by the State in accordance with clause 34.16(a).

**Pre-Agreed Modification Schedule** means Schedule 39.

**Preferred Respondent Phase** means the period between execution of the Western Distributor Commitment Deed and Financial Close.

**Preferred Respondent Phase Design Report** has the meaning given in clause 17.3(c).

**Preliminary Design Documentation** has the meaning given in the PSR.

**Prevention by Law Event** has the meaning given in clause 42.5(a).

**Principal Contractor** has the meaning given in the OHS Legislation.

**Principal Road Interfaces** means those roads or other means of vehicular access as set out in Schedule 26.

**Principal Road Interface (Freeway)** means those roads or other means of vehicular access as set out in paragraphs (i), (ii) and (x) of Schedule 26.

**Principal Road Interface Price or Restriction** means any Relevant Price or Restriction that relates to the use of vehicles on a Principal Road Interface.

**Privacy Code** means:

- (a) with respect to anything done or occurring during the D&C Phase, a code of practice defined in, and approved under, the *Privacy and Data Protection Act 2014* (Vic); and
- (b) with respect to anything done or occurring during the O&M Phase (including with respect to information collected by Project Co during the D&C Phase), a registered APP code in force under the *Privacy Act 1988* (Cth).

**Privacy Regulator** means:

- (a) with respect to anything done or occurring during the D&C Phase, the Privacy and Data Protection Commissioner appointed under the *Privacy and Data Protection Act*

2014 (Vic) or any other person or body having power to regulate the collection, use, disclosure or handling of Relevant Personal Information; and

- (b) with respect to anything done or occurring during the O&M Phase (including with respect to information collected by Project Co during the D&C Phase), the Privacy Commissioner appointed under the *Privacy Act 1988* (Cth) or any other person or body having power under the *Privacy Act 1988* (Cth) to regulate the collection, use, disclosure or handling of Personal Information for the purposes of the *Privacy Act 1988* (Cth).

**Probity Event** includes any event or thing which occurs before or after the date of this Agreement and which:

- (a) has or may have a material adverse effect on, or on the perception of, the character, integrity or honesty of a Consortium Member or a Relevant Person;
- (b) relates to a Consortium Member or a Relevant Person and has or may have a material adverse effect on the public interest, or public confidence, in the Project; or
- (c) without limiting paragraphs (a) and (b), involves a material failure of a Consortium Member or a Relevant Person to achieve or maintain:
  - (i) reasonable standards of ethical behaviour;
  - (ii) the avoidance of conflicts of interest which will have a material adverse effect on the ability of the Consortium Member or the Relevant Person to carry out and observe its obligations in connection with the Project; or
  - (iii) other standards of conduct that would otherwise be expected of a party involved in a State government project.

**Probity Investigation** means any probity or criminal investigations to report on the character, integrity or honesty of a person or Entity, including:

- (a) investigations into commercial structure, business and credit history, prior contract compliance or any criminal records or pending charges; and
- (b) interviews of any person or research into any relevant activity that is or might reasonably be expected to be the subject of criminal or other regulatory investigation.

[Proceeds has the meaning given in clause 24.1A\(c\).](#)

**Project** means:

- (a) the financing and undertaking of the Works;
- (b) the financing and carrying out of the Project Activities;
- (c) the operation, maintenance and repair of the West Gate Tunnel;
- (d) the maintenance and repair of the Maintained Off Freeway Facilities;
- (e) the Handback of the Returned Works to the relevant Facility Owners;
- (f) the handover of the Relevant Infrastructure to the State; and
- (g) the levying and collection of tolls on the West Gate Tunnel,



and the performance of all other obligations in accordance with any Project Document.

**Project Activities** means all things that Project Co is, or may be, required to do to comply with its obligations in accordance with the State Project Documents, including the D&C Activities and the O&M Activities, but excludes the Excluded Spoil Activities.

**Project Area** means the project area designated by the Victorian Minister for Planning under the Relevant Legislation, including any variations to the project area in accordance with the Relevant Legislation.

**Project CHMP** means the cultural heritage management plan procured by the State for the West Gate Tunnel and approved under the *Aboriginal Heritage Act 2006* (Vic) on 6 September 2017.

**Project Co Commercially Sensitive Information** means the following Confidential Information of Project Co or Project Co's Related Bodies Corporate:

- (a) any traffic model or traffic model forecast produced by or on behalf of Project Co or any Related Body Corporate of Project Co;
- (b) any forecasted revenue(s);
- (c) discount rates;
- (d) the Base Case Financial Model and any Financial Model, and any information contained within them (other than any information which would not otherwise be Confidential Information of Project Co);
- (e) the Additional State Contribution Schedule;
- (f) the Enforcement Payments Schedule; ~~and~~
- (g) the Project Financial Model (as defined in the Adjustment Events Schedule), and any information contained within it (other than any information which would not otherwise be Confidential Information of Project Co);~~;~~
- (h) the New Equity Contribution Deed and the State Works Loan Agreement; and
- (i) Project Co's entry into and performance of the SSAA and the SSAA Documents (each as defined in the D&C Subcontract) and the terms of those documents.

**Project Co Equity Note** means the note issued by Project Co to Transurban Holdings Limited pursuant to the Project Co Equity Note Deed Poll.

**Project Co Equity Note Deed Poll** means the deed poll entered into by Project Co to issue the Project Co Equity Note on or around the date of this Agreement.

**Project Co Material** means:

- (a) the Design Documentation;
- (b) the Construction Documentation;
- (c) the Construction Records;
- (d) the As-Built Records;
- (e) the Project Plans and the O&M Manuals;



- (f) any other Deliverable; and
- (g) all other documentation, information (including data bases and drafts), models, systems, computer software and technology in which Intellectual Property Rights are capable of subsisting which Project Co or any of its Associates prepare or use in carrying out the Project Activities,

but excluding any Third Party Back Office Software.

**Project Co OHS Material** means any document, report or other information described in clause 12.1(b)(iv)(whether requested by the State in accordance with clause 12.1(b)(iv) or otherwise).

**Project Control Group** means the group referred to in clause 9.3(a).

**Project Co Representative** means the person or persons specified in item 11 in the Contract Particulars subject to replacement, termination or delegation in accordance with clause 9.2(e).

**Project Delivery Management Plan** means the plan relating to Project Co's management of the D&C Activities prepared and updated by Project Co in accordance with the Project Plans and O&M Manuals Section.

**Project Documents** means:

- (a) this Agreement;
- (b) the Lease;
- (c) the Construction Licence;
- (d) the Maintenance Licence;
- (e) the State Security;
- (f) the D&C Subcontract;
- (g) the Operating Services Agreement;
- (h) the D&C Direct Deed;
- (i) the OSA Direct Deed;
- (j) each Subcontractor Direct Deed;
- (k) the Parent Guarantees;
- (l) the Equity Documents;
- (m) the Finance Documents;
- (n) the Account Bank Deed;
- (o) the account bank deed dated on or about the date of this Agreement between NewCo and the Commonwealth Bank of Australia;
- (p) the Concession Enhancement Payment Deed;
- (q) the State Works Loan Agreement;

- (r) the CLUT Works Loan Agreement;
- (s) the Independent Reviewer and Environmental Auditor Deed of Appointment;
- (t) each Direct Interface Agreement;
- (u) each Road Interface Agreement;
- (v) each Utility Agreement;
- (w) each Deed of Accession;
- (x) each Escrow Agreement;
- (y) the Port Land Deed;
- (z) the WGT Road Licence;
- (aa) the Sub Port Land Deed;
- (bb) the WGT Road Access Agreement;
- (cc) the WGT Road Operating Agreement;
- (dd) the Sub-Independent Reviewer and Environmental Auditor Deed of Appointment;
- (ee) the Independent Payment Certifier Deed of Appointment;
- (ff) the Proof Engineer Deed of Appointment;
- (gg) the WGT Rail Licence;
- (hh) the WGT Rail Sublicence;
- (ii) the Construction Access Agreement;
- (jj) the CLUT Deed of Accession;
- (kk) the Lease (NewCo);
- (ll) the NewCo Sub-Lease;
- (mm) the NewCo Works Loan Agreement dated on or about the date of this Agreement between Project Co and NewCo;
- (nn) the Transurban / Project Co Deed of Undertaking;
- (oo) the WGT Call Option Deed;
- (pp) the State Equity Subscription Deed;
- (qq) the NewCo Equity Note Deed Poll;
- (rr) the Other Financing Documents; and
- (ss) any other document the parties agree is a Project Document.

**Project Equity** has the meaning given in Schedule 5 (Termination Payments Schedule).

**Project Information** means all documents and information provided by the State and its Associates to Project Co in connection with the Project:

- (a) prior to the date of this Agreement, which are not incorporated into this Agreement;
- (b) after the date of this Agreement, which the State is not required by this Agreement to provide to Project Co; and
- (c) without limiting paragraph (a), the Site Information Reports.

**Project Intellectual Property Rights** means all Intellectual Property Rights in any of the following:

- (a) any Project Co Material, any Relevant Infrastructure or any Returned Facilities, including any such Intellectual Property Rights:
  - (i) existing at the date of this Agreement; or
  - (ii) which come into existence after the date of this Agreement, including those derived from Intellectual Property Rights existing at the date of this Agreement; and
- (b) any information, ideas, documents, equipment or material of any kind and however embodied, which are supplied, brought to or used by or on behalf of Project Co in undertaking the Project (including each method of working used by or on behalf of Project Co in carrying out the Project Activities) or which are made available to the State in accordance with this Agreement by or on behalf of Project Co, whether or not forming part of the Project Co Material or the Relevant Infrastructure and whether or not owned by a third party, but excluding the Third Party Back Office Software.

**Project Land** has the meaning given in the Relevant Legislation.

**Project Legislation** means legislation for the Project passed by each House of Parliament.

**Project Legislation Commencement Date** means the date on which the Project Legislation has come into operation in accordance with its terms.

**Project Plans** means each of the project plans to be prepared and updated by Project Co as described in the Project Plans and O&M Manuals Section.

**Project Plans and O&M Manuals Section** means section 2 of Part F1 of the PSR.

**Project Proponent** means the project proponent appointed under the Relevant Legislation in respect of the West Gate Tunnel (formerly known as the Western Distributor Project) until designation of the Project Area and, upon designation of the Project Area, means the project authority (as that term is defined under the Relevant Legislation) for the West Gate Tunnel Project.

**Project Requirements** has the meaning given in the PSR.

**Project Scope** has the meaning given in the PSR.

**Project Specific Change in Mandatory Requirements** means:

- (a) any amendment to a Rail Projects Agreement which has a material impact on the delivery of the Project Activities; or
- (b) a Change in Mandatory Requirements which expressly and exclusively applies to:

- (i) the Project, West Gate Tunnel, the Construction Areas, the CityLink Construction Land, the Maintenance Areas, CityLink Maintenance Land, the Leased Area or Key Operational Areas;
- (ii) Project Co, but only in its capacity as the Entity contracting with the State to implement the Project; or
- (iii) Project Co and other Entities which are undertaking projects under the Partnerships Victoria framework, or any replacement or substitute policies relating to public private partnership arrangements for the provision of public infrastructure in the State of Victoria, in each case only as it applies to them in that capacity,

excluding the initial enactment of legislation to the extent that the legislation:

- (c) facilitates the operation and maintenance of the West Gate Tunnel by Project Co in accordance with this Agreement; or
- (d) enables Project Co to:
  - (i) levy tolls, administrative fees and charges for the use of the Freeway as contemplated by this Agreement; or
  - (ii) seek enforcement of a failure or refusal to pay such tolls, fees or charges.

**Projected Revenue** means, at any time, the projected revenue to be derived by Project Co in connection with the West Gate Tunnel from that time until the Final Expiry Date. For the avoidance of doubt, the projected revenue is not required to be determined by reference to the Financial Model.

**Proof Engineer** has the meaning given in the D&C Subcontract.

**Proof Engineer Deed of Appointment** means the document entitled “Proof Engineer Deed of Appointment – West Gate Tunnel” between Project Co, the D&C Subcontractor and the Proof Engineer.

**Property Committee** has the meaning given in clause 6.1.

**Property Schedule** means Schedule 9 as amended in accordance with clause 6.3.

**Proposed Change** has the meaning given in clause 18.4.

**Proposed Leased Area Plans** has the meaning given in the PSR.

**Protected Infrastructure** means that part of the Relevant Infrastructure comprising the tunnels, portals and associated infrastructure and equipment.

**Protective Data Security Standards** means protective data security standards made under the *Privacy and Data Protection Act 2014* (Vic).

**Proximate State Work** means where the State, or a person authorised by the State, elects:

- (a) to do or procure one or more of the following:
  - (i) construct, operate, maintain, alter, upgrade or repair any:
    - A. road or other means of vehicle, public transport, pedestrian or bicycle access; or

- B. Utility Infrastructure or any other infrastructure or improvements; or
    - (ii) carry out any other work, services or activities,  
located (in whole or in part) on, adjacent to, under or above the Construction Areas, Maintenance Areas or Leased Area and which:
      - (iii) has or will cause a lane closure on the Freeway during carrying out of the relevant works, services or activities;
      - (iv) has or will impact Project Co's ability to maintain the maximum posted speed applicable in ordinary steady state operation of the part or parts of the Freeway that are impacted by the carrying out of the relevant works, services or activities; or
      - (v) has or will directly and materially impact:
        - A. Project Co's ability to carry out the Project Activities, which may include Project Co's ability to keep the Freeway open for the safe, efficient and continuous passage of vehicles;
        - B. the Relevant Infrastructure (including any consequential changes to the Relevant Infrastructure); or
        - C. the costs of carrying out the O&M Activities during the carrying out of the relevant works, services or activities; or
  - (b) to connect, or procure the connection of, any:
    - (i) structure or road or other means of vehicle, public transport, pedestrian or bicycle access to the West Gate Tunnel; or
    - (ii) Utility Infrastructure or any other infrastructure or improvement to the West Gate Tunnel,
- excluding:
- (c) any work, services or activities undertaken by any Rail Interface Party;
  - (d) the CityLink Tulla Widening Project and the OSARs Project occurring at the OSARs Interface Site or the Hyde Street Bridge Site, other than:
    - (i) for the purposes of clause 39.3(d)(iii);
    - (ii) any work, services or activities undertaken by the OSARs Project Co on or after 18 July 2019; and
    - (iii) the Hyde Street Bridge Works in the event that OSARs Project Co has not completed the Hyde Street Bridge Works and vacated the Hyde Street Bridge Site by 30 June 2019; and
  - (e) on and from the Date of West Gate Tunnel Completion:
    - (i) any work, services, or activities in relation to a Principal Road Interface to the extent that the State is affording support in accordance with clause 26.1 in respect of that Principal Road Interface; and

- (ii) any work, services or activities undertaken by the CityLink Parties to implement a Variation (as that term is defined under the CityLink Concession Deed).

**Proximate State Works Notice** has the meaning given in clause 26.4(b).

**PSA Event** means the revocation of a planning scheme amendment for the West Gate Tunnel by either House of Parliament in accordance with section 38 of the *Planning and Environment Act 1987* (Vic).

**PSA Termination Event** has the meaning given in clause 42.6(a).

**PSR** means the project scope and requirements set out in Exhibit A including all appendices, annexures, attachments and exhibits to it.

**PSR (D&C)** has the meaning given to the term in the D&C Subcontract.

**Public Disclosure Obligations** has the meaning given in clause 53.2(a).

**Public Transport Victoria** means the Public Transport Development Authority established under the *Transport Integration Act 2010* (Vic).

**Quarter** means each 3 Month period commencing on a Quarterly Date, except that:

- (a) the first Quarter of the O&M Phase will be the period from the Date of West Gate Tunnel Completion until the day before the first Quarterly Date during the O&M Phase; and
- (b) the last Quarter of the O&M Phase will be the period from the last Quarterly Date during the O&M Phase to the Expiry Date.

**Quarterly Date** means every 1 January, 1 April, 1 July and 1 October.

**Quarterly KPI Report** has the meaning given in section 4(a)(i) of Part B of Schedule 3.

**Rail Interface Area** has the meaning given in clause 10.12(n).

**Rail Interface Parties** means each of:

- (a) Category 1 Rail Interface Party;
- (b) Category 2 Rail Interface Party;
- (c) Category 3 Rail Interface Party; and
- (d) Category 4 Rail Interface Party.

**Rail Interface Parties' Requirements** means any document or requirement to be complied with as required by the Rail Interface Parties in relation to the Rail Interface Works, and includes the Rail Interface Parties' requirements and protocols relating to access and works affecting the infrastructure or operations of the Rail Interface Parties.

**Rail Interface Works** means all work required to be carried out to develop the Project within the Rail Land, including:

- (a) any part of the Works that relates to the removal and relocation of assets and rail infrastructure to facilitate the construction of the Project; and

- (b) any part of the Works interfacing with or otherwise affecting any infrastructure or operations of the Rail Interface Parties,

but excludes the works set out in section 1 of Schedule 24.

**Rail Land** means all:

- (a) Category 1 Rail Land;
- (b) Category 2 Rail Land;
- (c) Category 3 Rail Land; and
- (d) Category 4 Rail Land.

**Rail Projects Agreements** means:

- (a) the Franchise Agreement - Train Projects Module included in the Franchise Agreement;
- (b) the Franchise Agreement - Tram Projects Module included in the Franchise Agreement; and
- (c) the Projects Agreement - V/Line entered into between Public Transport Victoria and V/Line Pty Ltd dated 8 September 2014 as amended and restated.

**Rail Safety Acts** means the *Rail Safety (Local Operations) Act 2006* (Vic) and the Rail Safety National Law.

**Rail Safety National Law** has the meaning given in the *Rail Safety National Law Application Act 2013* (Vic).

**Rail Transport Operator** has the meaning given in the Rail Safety Acts.

**Ramp** means each of the entry ramps to and exit ramps forming part of the Freeway and includes those ramps specified in Table A.2 and Diagram A.1, Diagram A.2 and Diagram A.3 in section 7 of Part A of the PSR.

**Rates** means all municipal rates, water rates, sewerage rates, drainage rates and other rates payable to any Authority in connection with the Site, but does not include any portion of such rates as relates to the connection of the Site to utilities or rates or charges for the usage of utilities.

**Realignment Works** has the meaning given in clause 13.5A(a).

**Rebuilding Event** has the meaning given in the Change Compensation Principles.

**Recoverable State Works Set Off Amount** has the meaning given in clause 2.20(j).

**Reference Document** has the meaning given in the PSR.

**Refinancing** means any new financing arrangement entered into by Project Co or NewCo as borrower with a person who is not Funding Co, an Equity Investor or a Wholly Owned Group Member of an Equity Investor, which has the effect of restructuring the then current financing arrangements, other than under or as contemplated by the Concession Enhancement Payment Deed.

**Registered Education and Training Organisation** means a person or body registered under Part 4.3 of the ETR Act to deliver an accredited course or award or issue a registered qualification.

**Related Body Corporate** has the meaning given in the Corporations Act.

**Relevant Circumstances** means:

- (a) where it is agreed or determined that a Compensable Enhancement Amount is payable by Project Co to the State;
- (b) where it is agreed or determined that an amount calculated in accordance with section 3.1(b) of the Change Compensation Principles is payable by Project Co to the State; or
- (c) where it is agreed or determined that an amount described in paragraph (b) of the definition of 'Rent' (as that term is defined in the Lease) is payable by Project Co to the State in accordance with the Lease.

**Relevant Circumstances Amount** means any amounts payable by Project Co to the State arising out of or in connection with the Relevant Circumstances.

**Relevant Circumstances Payment Date** means the date on which any Relevant Circumstance Amount is payable by Project Co to the State.

**Relevant Circumstances Tax Liability** has the meaning given to it in clause 29.3(f).

**Relevant Effect** means an adverse effect on the projected net operating cashflows in connection with the West Gate Tunnel from the date of the occurrence of the Key Risk Event until the Final Expiry Date, the net present value of which exceeds:

- (a) in relation to a Key Risk Event described in paragraph (a) of the definition of Key Risk Event, \$2.5 million (Indexed);
- (b) in relation to a Key Risk Event described in paragraph (e) of the definition of Key Risk Event, \$0;
- (c) in relation to a Key Risk Event described in paragraph (f) of the definition of Key Risk Event, \$10 million (Indexed);
- (d) in relation to a Key Risk Event described in paragraph (g) of the definition of Key Risk Event, \$0 million (Indexed);
- (e) in relation to a Key Risk Event described in paragraph (h) of the definition of Key Risk Event, \$10 million (Indexed);
- (f) in relation to a Key Risk Event described in paragraph (s) of the definition of Key Risk Event, \$0 million; or
- (g) in relation to a Key Risk Event other than an event described in paragraph (a), paragraph (e), paragraph (f), paragraph (g), paragraph (h) or paragraph (s) of the definition of Key Risk Event, \$20 million (Indexed).

In calculating the net present value for the purposes of this definition, the nominal adverse effect on the net operating cashflows will be calculated by comparing the Base Case Net Operating Cashflows with the Adjusted Net Operating Cashflows.

**Relevant Infrastructure** means:



- (a) prior to the Date of West Gate Tunnel Completion, the Works;
- (b) on or after the Date of West Gate Tunnel Completion until prior to the Date of Tolling Completion, the Tolling Works, the West Gate Tunnel (excluding the Tolling Back Office System) and the Maintained Off-Freeway Facilities; and
- (c) on or after the Date of Tolling Completion, the West Gate Tunnel and the Maintained Off-Freeway Facilities,

excluding any Returned Works which have achieved Handback.

**Relevant Legislation** means the *Major Transport Projects Facilitation Act 2009 (Vic)*.

**Relevant Person** means:

- (a) a director or secretary of a Consortium Member; or
- (b) any officer or employee, consultant, contractor or agent of a Consortium Member who:
  - (i) has the ability to exercise influence or control in relation to the relevant Consortium Member, or in matters relating to the Project;
  - (ii) works in any role in connection with the Project Activities, including undertaking any task for the purpose of this Agreement; or
  - (iii) has access to Confidential Information in connection with the Project or Users.

**Relevant Personal Information** means any "Personal Information" that is collected, held, used or managed by Project Co from time to time in connection with this Agreement or the performance of any Project Activities.

**Relevant Price or Restriction** means any cost to a vehicle or person for use of the road network (including any tax, levy, impost, duty, rate, charge, toll or fee) or restriction on the use of all or part of a road which relates to:

- (a) the distance travelled by;
- (b) the location (whether point or area) of the use by;
- (c) the type of road used by;
- (d) the time of use by;
- (e) the amount of usage by;
- (f) the occupants or other attributes of;
- (g) the class or category of; or
- (h) any combination of (a) to (f),

a vehicle.

[Relevant Risk means in relation to D&C Phase Insurances only, a risk in respect of which insurance policies that contain terms and conditions that are consistent with the Insurance Schedule are unavailable in the recognised international insurance market in connection with that risk by Reputable Insurers.](#)

**Relevant Systems** means:

- (a) all computer software forming part of the Tolling System;
- (b) all computer software forming part of the OMCS;
- (c) all computer software forming part of the Asset Management Systems;
- (d) all other computer software to be provided under the PSR (D&C) or otherwise pursuant to the Project; and
- (e) all Firmware,

but excluding the Subcontractor Material and the Existing Tolling Software.

**Relevant Utility** means an entity (whether publicly or privately owned) that provides, or intends to provide, water, sewerage, drainage, gas, electricity or other like services under the authority of any State legislation.

**Relevant Utility Infrastructure** means any part of the supply, distribution or reticulation network owned, operated or controlled by a Relevant Utility, including poles, pipes, cables, wires, conduits and tunnels.

**Relief Event** means an event which entitles Project Co to:

- (a) an extension of time;
- (b) compensation;
- (c) relief or suspension from carrying out any of the Project Activities; or
- (d) bring any other Claim against the State,

in accordance with this Agreement [or in relation to a Settlement Direct Event, the Settlement Direct Provisions](#).

[Remaining State Spoil Bonding Amount has the meaning given in clause 24.1A\(d\).](#)

**Remaining Works** means, on and from the date that the State issues a Pre-Agreed Modification Election Notice pursuant to clause 34.16 in respect of the M80 Interface Works (if at all), the construction and completion of the M80 Interface Works.

**Remediation Plan** has the meaning given in clause 23.2(c).

**Replacement O&M Bond** has the meaning given in clause 25.6(i).

**Representatives** has the meaning given in clause 43.2(a).

**Reputable Insurer** means an insurance company having the Required Rating.

**Required Rating** means a credit rating of at least:

- (a) A- by Standard & Poor's Rating Services, a division of The McGraw Hill Companies, Inc. or S&P Global Ratings Australia Pty Ltd; or
- (b) A3 by Moody's Investor Services, Inc. (including in Australia through Moody's Investors Service Pty Limited (ABN 61 003 399 657)) or any successor to its rating business.

[Reset D&C Program means the program for the D&C Activities contained in Part K28 of the PSR as at the Settlement Amendments Operative Date.](#)

**Responsible Entity** has the meaning given in the Corporations Act.

**Responsible Minister for VIPP** means the Minister with responsibility for administering the *Victorian Industry Participation Policy Act 2003* (Vic).

**Returned Facility** means any discrete part of the Returned Works to be completed and handed back in accordance with the State Project Documents.

**Returned Works** means the:

- (a) Utility Infrastructure Works;
- (b) CityLink Returned Works;
- (c) Road Works;
- (d) State Asset Works; and
- (e) Accommodation Works,

and those Works described as such in section 5.1(l) of Part A of the PSR.

**Review Procedures** means Schedule 7.

**Revised LIDP** has the meaning given in clause 56.2(a).

**Revocation Period** means the period which begins on the date the State exercises its option under the CityLink Option Deed and ends at the end of the last day on which any CityLink and ESEP Concession Amending Deed may be, or has been, revoked (either wholly or in part) by a House of Parliament in accordance with the *Melbourne City Link Act 1995* (Vic).

**Road** means any road or road reserve (other than the Freeway) which crosses, is adjacent to, or is affected by, the Project Activities.

**Road Function** has the meaning given in the Relevant Legislation.

**Road Interface Agreement** means the WGT-OSARs Interface Agreement and the WGT-M80 Road Interface Agreement, in each case on and from the date those agreements are entered into by all parties to them.

**Road Interface Party** means OSARs Project Co and the M80 Contractor, in each case on and from the date the relevant Road Interface Agreement is entered into by all parties to it.

**Road Management Act** means the *Road Management Act 2004* (Vic).

**Road Network Price or Restriction** means a Relevant Price or Restriction that:

- (a) other than in the case of a Cordon Price or Restriction or Principal Road Interface Price or Restriction, applies on a network wide basis, or substantially on a network wide basis, within the Greater Melbourne Area; and
- (b) has a purpose of changing road network travel volumes (for example, by effecting modal shift).

**Road Safety Act** means the *Road Safety Act 1986* (Vic).

**Road Works** means the physical things and works which Project Co must design, supply, construct, install, produce or complete in connection with the construction, modification, reinstatement or improvement of a Road and handover to the State or the relevant Facility Owner in accordance with this Agreement.

**Roaming Agreement** means the agreement of that name between Project Co and the Company, dated on or around the date of this Agreement.

**RSS** has the meaning given in the PSR.

**Safe Location** means a safe and convenient place near the Freeway (including outside of the O&M Site) or a place approved by VicRoads.

**Safety Management Documentation** means the safety management documentation required to be prepared by a Rail Transport Operator to comply with its obligations under the Rail Safety Acts.

**Safety Management System** has the meaning given in the Rail Safety Acts.

**Schedule of Certificates and Notices** means Schedule 8.

**Secured Account** means a bank account in the name of and nominated by Project Co or NewCo, provided that such account is at all times subject to the State Security and the Account Bank Deed.

**Securities** means shares, units, interests in a partnership, and any other interests which would constitute "securities" as defined under the Corporations Act.

**Security Interest** means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind and includes:

- (a) a "security interest" as defined in section 12 of the PPS Act;
- (b) anything which gives a creditor priority to other creditors with respect to any asset; and
- (c) retention of title (other than in the ordinary course of day-to-day trading) and a deposit of money by way of security.

**Security of Payment Act** means the *Building and Construction Industry Security of Payment Act 2002* (Vic).

**Separated Systems** means:

- (a) the Tolling Back Office System;
- (b) the OMCS; and
- (c) the Asset Management System,

and such other systems contemplated to be subject to the Separation Plan Services in accordance with the Separation Plans.

**Separation Fee** means the fee payable by the State to Project Co which is calculated in accordance with clause 28.16.

**Separation Notice** has the meaning given in clause 28.1(a).

**Separation Plans** means the:

- (a) Separation Plan (ITS);
- (b) Separation Plan (TBO); and
- (c) Separation Plan (AMS),

approved (or deemed to be approved) in accordance with clause 25.10.

**Separation Plan Services** means the works or services to be performed by Project Co to implement the Separation Plans.

**Separation Principles** means Schedule 36.

**Service Agreement** means a Subcontract entered into between:

- (a) OpCo; and
- (b) a member of the Transurban Group (other than Project Co),

for all or part of:

- (c) the O&M Activities;
- (d) the OpCo D&C Phase IRS Activities; or
- (e) the Tolling Works.

**Settlement Amendments Operative Date** means the 'Operative Date' as defined in the Third Amending Deed.

**Settlement Deed** means the document entitled 'Deed of Settlement West Gate Tunnel Project' between the State, Project Co, NewCo, the Trustee (as that term is defined in the Settlement Deed) and the D&C Subcontractor dated on or around the date of the Third Amending Deed.

**Settlement Defect** means any aspect of the Relevant Infrastructure or Returned Facility which:

- (a) exceeds the settlement criteria set out in section 10(a) of Part B of the PSR; or
- (b) pursuant to sections 10(c) and 10(d) of Part B of the PSR, is predicted to exceed the settlement criteria set out in section 10(a) of Part B of the PSR,

prior to the Settlement DLP Expiry Date.

**Settlement Direct Event** means:

- (a) a Spoil Event; or
- (b) a COVID Event.

**Settlement Direct Provisions** has the meaning given in the D&C Subcontract.

**Settlement DLP Expiry Date** means the date which is 36 months after the Date of West Gate Tunnel Completion (as defined in the D&C Subcontract).

**Settlement Liabilities** means any Liabilities of the State under, or in respect of, the Settlement Direct Provisions.

**Share Capital Dealings** has the meaning given in clause 49.2.

**Single Asset Handover (WGT)** means the occurrence of Handover on a date that is prior to or after (but not around the same date as) the occurrence of CityLink Handover.

**Site** means:

- (a) from the date of this Agreement until the Date of Tolling Completion, the Construction Site; and
  - (b) in connection with the O&M Phase, the O&M Site,
- (as the context requires) and includes any part of such area or land.

**Site Access and Interface Protocols** means the plan of that name which sets out the procedures and protocols for accessing the Construction Site.

**Site Access and Occupation Schedule** has the meaning given in the Rail Projects Agreements.

**Site Access Program** means a site access program agreed between Public Transport Victoria, ARTC and the 'contractor' in accordance with the Interstate Infrastructure Lease.

**Site Conditions** means any physical conditions on, under, or over the surface, or in the vicinity of the Site, including:

- (a) **(water)**: surface water, ground water, ground water hydrology, the existence of any wells and the effects of any de-watering;
- (b) **(physical structures)**: physical and structural conditions above, upon and below the surface of the ground including any infrastructure, partially completed structures, Artefacts or below ground works;
- (c) **(vegetation)**: pastures, grasses or other vegetation on the Site;
- (d) **(topography)**: topography, ground surface and sub-surface conditions and geology including rock or other materials;
- (e) **(climate)**: climatic and weather conditions, rain, surface water run-off and drainage, water seepage, wind, wind-blown dust and sand seasons, mud and other effects of climatic and weather conditions;
- (f) **(Contamination)**: any Contamination;
- (g) **(Pollution)**: any Pollution;
- (h) **(physical conditions)**: all other physical conditions and characteristics of or in the vicinity of the Site, on or below the surface which may affect Project Co's ability to carry out its obligations in accordance with this Agreement; and
- (i) **(easements)**: all Easements over or in connection with the Site,

whether or not they were in existence or known to Project Co before the date of this Agreement.

**Site Information Report** means any report provided by the State or any of the State's Associates in relation to any core sample, geotechnical or site information.

**Skills Guarantee** means the Major Projects Skills Guarantee, which is a policy of the Victorian Government and is located at <http://economicdevelopment.vic.gov.au/about-us/strategies-and-initiatives/major-projects-skills-guarantee>.

**Skills Guarantee Compliance Plan** means the Major Project Skills Guarantee Compliance Plan set out in Appendix G of the Workforce Development Plan.

**Skills Guarantee Performance Reports** has the meaning given in clause 57.2(a).

**Social Procurement Strategy** means the strategy set out in Schedule 23 as amended from time to time in accordance with this Agreement.

**Solvent** has the meaning given in the Corporations Act.

[Spoil Event has the meaning given in the D&C Subcontract.](#)

[Spoil Risk Activity has the meaning given in the D&C Subcontract.](#)

[Spoil Site Risk has the meaning given in the D&C Subcontract.](#)

**Standards** means all standards, codes, specifications, policies and requirements to be complied with in accordance with, and subject to, the terms of this Agreement (including section 2.1(b) and (d) of Part A of the PSR) and includes:

- (a) the standards, policies, instructions and other procedures specified in or reasonably inferred from the PSR (including the Reference Documents); and
- (b) any other policy, guideline, standard, procedure or requirement, which applies in connection with the Project:
  - (i) which is notified to Project Co;
  - (ii) which is publicly available or otherwise available to Project Co;
  - (iii) with which Project Co is expressly required by the terms of this Agreement, by Law or by direction of the State to comply; or
  - (iv) which Best Industry Practices would dictate would apply to the Project, unless the State (in its absolute discretion) gives notice to Project Co that such policy, guideline, standard, procedure or requirement does not constitute a Standard for the purpose of this Agreement,

as may be amended or updated from time to time.

**State** means the Crown in right of the State of Victoria and the Project Proponent where it is acting in its capacity as a party to a State Project Document.

**State Act of Prevention** means:

- (a) a breach by the State of a State Project Document or a breach by the Project Proponent of the Maintenance Licence; or
- (b) a fraudulent, reckless, unlawful, negligent or malicious act or omission of the State or its Associates,

occurring:

- (c) on or after the Date of Tolling Completion; or

- (d) for the purposes of clause 25.9(a), the KPI Regime and Part H19 of the PSR only, on or after the Date of West Gate Tunnel Completion.

**State Assets** means:

- (a) the traffic signals set out in Part H4 of the PSR which are located within the Leased Area;
- (b) the communications conduits and fibres in the Leased Area which are the responsibility of the State as set out in section 1(b)(ii) of Part H11 of the PSR; and
- (c) any other Assets located within the Leased Area which are to be handed back to the State or any of its Associates in accordance with this Agreement or as otherwise agreed by the State and Project Co.

**State Asset Works** means the physical things and works which Project Co must design, supply, construct, install, produce or complete in connection with the construction, modification, reinstatement or improvement of a State Asset and handover to the State or the relevant Facility Owner in accordance with this Agreement.

**State Condition** has the meaning given in clause 8.3(b).

**State Cure Notice** means:

- (a) a notice issued under clause 6.2(a) of the D&C Direct Deed; and
- (b) a notice issued under clause 6.2(a) of the OSA Direct Deed,

or either as the context requires.

[State Debt has the meaning given in clause 24.1A\(a\).](#)

**State Equity Subscription Deed** means the document so entitled between the State, NewCo, Funding Co and Project Co dated on or around the date of this Agreement.

**State Force Majeure Termination Event** has the meaning given in clause 42.2(c).

**State Notice of Intention to Terminate** has the meaning given in clause 28.1(c).

**State Project Documents** means those Project Documents to which the State or the Project Proponent is a party (other than the D&C Subcontract).

**State Representative** means the person or persons specified in item 12 of the Contract Particulars subject to replacement, termination or delegation in accordance with clause 9.2(c).

**State Security** means the document entitled "State Security - West Gate Tunnel" between the State, Project Co and NewCo.

[State Settlement Set Off Amount has the meaning given in clause 2.20\(i\)\(iv\).](#)

[State Spoil Bonding Amount has the meaning given in clause 24.1A\(a\).](#)

[State Unpaid Settlement Amount has the meaning given in clause 2.20\(i\)\(iii\).](#)

**State Works** has the meaning given in the D&C Subcontract.

**State Works Loan Agreement** means the document entitled "State Works Loan Agreement" between the State and Project Co, entered into on or around the date of this Agreement.



**State Works Payment Condition** means in respect of the payment of an amount on account of the State Works Price that Project Co has provided reasonable evidence to the State of making a corresponding payment pursuant to clause 2.21(k) of the D&C Subcontract.

**State Works Price** has the meaning given in the D&C Subcontract.

**State Works Set Off Amount** has the meaning given in clause 2.20(i)(ii).

**State Works Unpaid Amount** has the meaning given in clause 2.20(i)(i).

**Step-In Event** has the meaning given in clause 37.1(a).

**Streamlined Modification Proposal** has the meaning given in clause 34.14(a).

**Subcontract** means an agreement which:

- (a) Project Co enters into with a Subcontractor; or
- (b)            a Subcontractor enters into with another Subcontractor in connection with the Project Activities.

[For the avoidance of doubt, the Spoil Disposal Contract \(as defined in the D&C Subcontract\) will not be a Subcontract.](#)

**Subcontract (O&M – CityLink/WGT)** means a Subcontract (other than a Service Agreement) under which the Subcontractor provides operation, maintenance, repair and/or tolling goods or services (which may include the provision of licensed materials) in relation to the Project, the CityLink Project and the ESEP Project only.

**Subcontractor** means any person:

- (a) who enters into a contract in connection with the Project Activities with Project Co or another Consortium Member; or
- (b) whose subcontract is in connection with the Project Activities and is in a chain of contracts where the ultimate contract is with Project Co or another Consortium Member.

[but in each case excludes BSF and any Related Bodies Corporate and each of their Associates and any person whose subcontract is in a chain of contracts below BSF.](#)

**Subcontractor Direct Deed** means a document entitled "Subcontractor Direct Deed West Gate Tunnel" between Project Co, the D&C Subcontractor and a relevant Key Subcontractor (D&C) substantially in the form of Schedule 13.

**Subcontractor IP Exceptions Schedule** means Schedule 30.

**Subcontractor Material** means, subject to clause 52.7(b), any Project Co Material to which any of the exceptions contained in the Subcontractor IP Exceptions Schedule applies, together with any update, upgrade or new release of that Project Co Material.

**Sub-Independent Reviewer and Environmental Auditor** has the meaning given in the D&C Subcontract.

**Sub-Independent Reviewer and Environmental Auditor Deed of Appointment** means the document entitled "Sub-Independent Reviewer and Environmental Auditor Deed of Appointment – West Gate Tunnel" between Project Co, the D&C Subcontractor and the Sub-Independent Reviewer and Environmental Auditor.

[Subsequent Project Co Claim has the meaning given in clause 7A\(b\)\(iii\).](#)

**Subsidiary** has the same meaning as 'subsidiary' in the Corporations Act, except that an entity may be a subsidiary of a partnership or trust and a trust or partnership may be a Subsidiary of an entity, for the purposes of which a unit or other beneficial or partnership interest will be regarded as a share.

**Sunset Date** means the date which is 36 Months after the Date for West Gate Tunnel Completion, as extended (if at all) in accordance with clause 23.16.

**Tax or Taxes** means any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature, imposed or levied by an Authority, together with any interest, penalty, charge, fee or other amount imposed or made on, or in connection with, any of the foregoing, but excluding any Rates or Road Network Price.

**Technological Improvement** means a technological improvement with performance, efficiency, sustainability or durability characteristics that are materially better than those required under the State Project Documents.

**Temporary Operational Completion** means the stage when the Works are safe for use by the public for the passage of vehicles.

**Temporary Works** means the temporary physical works which Project Co must design, supply, construct, install, produce or complete for the purpose of carrying out the D&C Activities including access, ingress, egress and laydown requirements.

**Term** means the term of this Agreement:

- (a) subject to clause 3.1, commencing on the date of Financial Close; and
- (b) ending on the Expiry Date.

**Termination for a Default Termination Event** means termination of this Agreement in accordance with clause 42.4.

**Termination for a Force Majeure Termination Event** means termination of this Agreement in accordance with clause 42.2.

**Termination for an Early Termination Event** means termination of this Agreement in accordance with:

- (a) clause 39.6(b);
- (b) clause 42.5; or
- (c) clause 42.6.

**Termination Payment** means a termination payment calculated in accordance with the Termination Payments Schedule.

**Termination Payment Date** means 20 Business Days after the later of:

- (a) the Expiry Date; and
- (b) the date on which the amount of the relevant Termination Payment is agreed by the State and Project Co or, failing agreement, is determined by an independent expert in accordance with the Termination Payments Schedule or clauses 43 to 44,

or such other date as may be specified in the Termination Payments Schedule for payment of a Termination Payment.

**Termination Payments Schedule** means Schedule 5.

[Third Amending Deed means the deed amending this Agreement dated on or about March 2022.](#)

Third Party Software means:

- (a) COTS Software; and
- (b) other computer software (not being COTS Software) in which the Intellectual Property Rights are owned by a person other than Project Co or a member of the Transurban Group,

but excluding the Subcontractor Material, the Existing Tolling Software and the Firmware.

**Third Party Back Office Software** means Third Party Software which is both:

- (a) used internally by Project Co or any of its Associates in carrying out any Project Activities or to create any materials described in paragraphs (a) to (g) of the definition of Project Co Material (but not incorporated into any such materials); and
- (b) COTS Software,

excluding to avoid doubt any computer software which forms part of or is necessary in order for the State or its nominee to use or operate the Critical Systems, or is both necessary and used by a member of the Transurban Group to maintain the Critical Systems.

**Third Party Intellectual Property Rights** means any Intellectual Property Rights that are not vested in Project Co or any of its Associates.

**Third Party Material** has the meaning given in clause 52.6(a)(i).

**TIML** means Transurban Infrastructure Management Limited (ABN 27 098 147 678).

**Toll Calculation Schedule** means Schedule 28.

**Tolling Back Office System** has the meaning given in the PSR.

**Tolling Completion** means the stage when:

- (a) West Gate Tunnel Completion has been achieved;
- (b) the Tolling Works are complete except for minor Defects which:
  - (i) do not prevent the Tolling Works from being Fit for Purpose;
  - (ii) the Independent Reviewer and Environmental Auditor determines that Project Co has reasonable grounds for not promptly rectifying; and
  - (iii) can be corrected without prejudicing the use of the West Gate Tunnel for the safe, efficient and continuous passage of vehicles; and
- (c) Project Co has done everything which this Agreement requires Project Co to do as a condition precedent to Tolling Completion.

**Tolling System** has the meaning given in the PSR.

**Tolling Works** has the meaning given to it in the PSR.

**TOS Act** means the *Traditional Owner Settlement Act 2010* (Vic).

**Traffic Management Strategy** means the strategy relating to traffic management during the Term prepared and updated by Project Co in accordance with the Project Plans and O&M Manuals Section.

**Trainee** means a person (other than an Apprentice) employed under a Training Contract.

**Training Contract** has the meaning given in the ETR Act.

**Transition Services** means the O&M Activities, other than:

- (a) lifecycle maintenance;
- (b) any other activities carried out for the purpose of achieving a design life requirement; and
- (c) the Handover Services.

**Transition Services Fee** means the fee (if any) payable by the State to Project Co in accordance with clause 28.16 for carrying out the Transition Services.

**Transition Services Fee Entitlement Period** has the meaning given in clause 28.16(d).

**Transurban Group** means the group of entities that comprises, from time to time:

- (a) Transurban International Limited (ACN 121 746 825), Transurban Holdings Limited and Transurban Holding Trust by its responsible entity Transurban Infrastructure Management Limited (ACN 098 147 678) but only while the securities of those entities remain stapled securities (together the **Stapled Entities**);
- (b) each company in which the Stapled Entities, whether individually or collectively, own (directly or indirectly) more than 50% of the voting shares or securities; and/or
- (c) each company which is for the purposes of section 50AA of the Corporations Act under the "control" of the Stapled Entities, whether individually or collectively.

**Transurban Holdings Limited** means Transurban Holdings Limited (ABN 86 098 143 429).

**Transurban Holding Trust** means Transurban Holding Trust (ARSN 098 807 419).

**Transurban Limited** means Transurban Limited (ABN 96 098 143 410).

**Transurban / Project Co Deed of Undertaking** means the deed poll entitled 'Deed of Undertaking (Project Co)' given by Transurban Finance Company Pty Ltd ABN 65 098 539 452 for the benefit of Project Co, dated on or around the date of this Agreement.

**Truck Ban** means a prohibition on, or curfew or other time limitation in respect of, Trucks (as defined in the *Road Safety Road Rules 2017* (Vic)) using any roads within the area contained within the shaded portion of the map as set out in Schedule 34.

**Tunnel** has the meaning given in the PSR.

[Tunnel Spoil means spoil \(including soil, rock, sludge and water\) generated or excavated by a tunnel boring machine used for the purposes of the Project.](#)

**Uninsurable Risk** means a risk that is required to be insured in accordance with this Agreement and is insurable at the date of this Agreement but during the Term:

- (a) insurance becomes unavailable in the recognised international insurance market in connection with that risk by Reputable Insurers; or
- (b) the insurance premium payable for insuring that risk with a Reputable Insurer or the terms and conditions of the relevant insurance are such that the risk is no longer generally being insured against by private sector providers of infrastructure similar to the Relevant Infrastructure or the Project or services similar to the Project Activities in Australia or in the United Kingdom.

**Unplanned Occupation Impact** means any:

- (a) Unplanned Occupation Impact - Projects Agreement; and
- (b) Unplanned Occupation Impact - Infrastructure Lease.

**Unplanned Occupation Impact - Infrastructure Lease** means a rail occupation that exceeds the duration provided for in the Interstate Infrastructure Lease (including any Site Access Program) (to the extent of the period of excess).

**Unplanned Occupation Impact - Project Agreement** means a rail occupation that exceeds the duration provided for in the relevant Rail Projects Agreement (including the Site Access and Occupation Schedule) (to the extent of the period of excess).

**User** means any person who is entitled to use any part of the West Gate Tunnel or the Maintained Off-Freeway Facilities.

**Utility** means an entity (whether publicly or privately owned) that provides, or intends to provide, water, sewerage, drainage, gas, electricity, telephone, telecommunications, fuel, railway, tramway, road, intelligent transport systems, bus stop or other like services under the authority of State or Commonwealth legislation and includes all Relevant Utilities.

**Utility Agreement** means an agreement referred to in Part 7 of the Relevant Legislation entered into between the Project Proponent and any Relevant Utility in relation to the D&C Activities and includes an approved utility agreement as defined in Part 7 of the Relevant Legislation and any 'Utility Agreement' acceded to by Project Co pursuant to a Deed of Accession.

**Utility Infrastructure** means any part of the supply, distribution or reticulation network owned, operated or controlled by a Utility, including poles, pipes, pipeline, cables, wires, conduits, tunnels, aqueduct, electrical installation, telecommunications plant, water channel, and railway and electronic communications systems but not including communications systems provided as part of the Works and includes the Relevant Utility Infrastructure.

**Utility Infrastructure Works** means the physical things and works which Project Co must design, supply, construct, install, produce, commission or complete in connection with the construction, modification or relocation of Utility Infrastructure and handover to the State, to an Authority or to another person in accordance with this Agreement other than Utility Infrastructure to be handed over as part of the West Gate Tunnel or the Maintained Off-Freeway Facilities.

**Utility Interruption** means electricity being unavailable to the Project as a result of a failure upstream of the point of electricity connection to an electricity supply network, provided that the electricity supply network is located in Australia or the Philippines.

**Utilities Schedule** means Schedule 10.

**Ventia Subcontract** means the Subcontract between Translink Operations Pty Limited and Ventia Pty Ltd entitled "On Road Surveillance and Incident Management for Melbourne CityLink."

**VicRoads** means the Roads Corporation established under the *Transport Act 1983 (Vic)* and continued under the *Transport Integration Act 2010 (Vic)*.

**VicRoads Managed Motorways Framework** has the meaning given in the PSR.

**VicTrack** means Victorian Rail Track ABN 55 047 316 805.

**VIPP** means the Victorian Industry Participation Policy made pursuant to section 4 of the *Victorian Industry Participation Policy Act 2003 (Vic)*.

**VIPP Schedule** means Schedule 21.

**VRQA** means the Victorian Registration and Qualifications Authority, the statutory body established under Chapter 4 of the ETR Act whose functions include the registration and regulation of apprenticeships and traineeships, and administering legislation including but not limited to the ETR Act and the *Education and Training Reform Regulations 2017 (Vic)*.

**WD Early Activities** has the meaning given in the Western Distributor Commitment Deed.

**WDP** means the Workforce Development Plan, not including the Skills Guarantee Compliance Plan.

**WGT-M80 Interface Agreement** has the meaning given in the Pre-Agreed Modification in respect of the M80 Interface Works.

**WGT-M80 Interface Works** means the works to be performed by the M80 Contractor under the M80 Contract and which are to be handed over to Project Co to enable Project Co to carry out and complete the M80 Interface Works.

**WGT-M80 Site Access and Interface Protocols** means the plan of that name attached to the WGT-M80 Interface Agreement.

**WGT-OSARs Interface Agreement** means the agreement entitled 'WGT-OSARs Interface Agreement' entered into between Project Co and OSARs Project Co dated on or about October 2018.

**WGT-OSARs Interface Works** means the works to be performed by the OSARs Project Co under the OSARs Project Deed and which are to be handed over to Project Co to enable Project Co to carry out and complete the WGT-Project Co OSARs Interface Works.

**WGT-Project Co OSARs Interface Works** has the meaning given to the term 'WGT Interface Works' as set out in the WGT-OSARs Interface Agreement.

**WGT Traffic Management Plan** means the Initial WGT Traffic Management Plan as subsequently amended in accordance with clause 13.2 (and finalised in accordance with clause 13.2(d)(v)).

**West Gate Tunnel** means:

- (a) the Freeway;
- (b) the Tolling System, the OMCS Back Office and the Asset Management System;  
and

- (c) all plant, machinery, equipment, fixtures, furniture, fittings, landscaping, spare parts and other improvements on or in the Leased Area,

to be called the West Gate Tunnel or such other name as agreed by the State but excluding all Temporary Works and Returned Works.

**West Gate Tunnel – CityLink Umbrella Deed** means the document so entitled between the CityLink Parties, ClepCo and Project Co, dated on or around the date of this Agreement.

West Gate Tunnel Completion means the stage when:

- (a) the Works, other than the Remaining Works and the Tolling Works and any other Works not required to be completed to achieve West Gate Tunnel Completion in accordance with this Agreement, are complete except for minor Defects which:
- (i) do not prevent the Works from being Fit for Purpose;
  - (ii) the Independent Reviewer and Environmental Auditor determines that Project Co has reasonable grounds for not promptly rectifying; and
  - (iii) can be corrected without prejudicing the use of the West Gate Tunnel for the safe, efficient and continuous passage of vehicles;
- (b) Project Co has done everything which this Agreement requires Project Co to do as a condition precedent to West Gate Tunnel Completion; and
- (c) all Returned Works, other than the Remaining Works, have been completed in accordance with clause 20.3(c).

**West Gate Tunnel Lease Plan** means a plan as agreed or determined in accordance with clause 6.9, which is annexed to the Lease.

**West Gate Tunnel Lease (NewCo) Plan** means a plan as agreed or determined in accordance with clause 6.9, which is annexed to the Lease (NewCo).

**West Gate Tunnel Opening Date** means the day when the West Gate Tunnel is opened in accordance with clause 25.2.

**West Gate Tunnel Project Rail Licence** means the licence so entitled entered into between VicTrack and the State on or about the date of this Agreement.

**Western Distributor Authority** means the Western Distributor Authority, a public administrative office formed on the 16 June 2016 under section 11(a) of the *Public Administration Act 2004* (Vic).

**Western Distributor Commitment Deed** means the deed so entitled entered into between Transurban Limited (ABN 96 098 143 410), Project Co and the State on 2 April 2017.

**WGT Call Option Deed** means the document entitled “West Gate Tunnel Call Option Deed” between the State, Project Co and NewCo, dated on or around the date of this Agreement.

**WGT Co Equity Subscription Deed** means the document entitled “WGT Co Equity Subscription Deed” between NewCo and Project Co.

**WGT Co Loan Facility Agreement** means the agreement so entitled between Funding Co and Project Co dated on or around the date of this Agreement.

**WGT Legislation Commencement Schedule** means Schedule 37.



**WGT Rail Licence** means the licence so entitled entered into between the State and Project Co on or about the date of this Agreement.

**WGT Rail Sublicence** means the licence so entitled entered into between Project Co and the D&C Subcontractor on or about the date of this Agreement.

**WGT Road Access Agreement** has the meaning given in the D&C Subcontract.

**WGT Road Area** has the meaning given in the WGT Road Licence.

**WGT Road Licence** means the licence to be granted by the State to Project Co in accordance with the Port Land Deed.

**WGT Road Operating Agreement** has the meaning given in the Port Land Deed.

**Wholly Owned Group Member** of a person (Person A) means:

- (a) each person which is a wholly owned Subsidiary of Person A;
- (b) each person of which Person A is a wholly owned Subsidiary; and
- (c) each person that is a wholly owned Subsidiary of the party referred to in paragraph (b).

**Workforce Development Plan** means the plan set out in Schedule 22 as amended from time to time in accordance with this Agreement.

**Works** means the physical things and works which Project Co must design, supply, construct, install, produce, commission or complete in accordance with this Agreement, including:

- (a) the West Gate Tunnel;
- (b) the Maintained Off-Freeway Facilities;
- (c) the Returned Works; and
- (d) the Temporary Works,

and any Modifications and rectification of Defects in such works. For the avoidance of doubt, it does not include the WGT-M80 Interface Works ~~or~~ the OSARs Interface Works or works or activities required in connection with any Excluded Spoil Activities.

**Works Approval** means the EPA works approval issued under the *Environment Protection Act 1970* (Vic) authorising construction and installation of a tunnel ventilation system for the purposes of the West Gate Tunnel.

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## 2. General rules of interpretation

### 2.1 Interpretation

In this Agreement:

- (a) **(headings)**: headings (including any heading at the beginning of any subclause) are for convenience only and do not affect interpretation;

and unless the context otherwise requires:

- (b) **(count and gender)**: a word importing the singular includes the plural and vice versa and a word indicating a gender includes every other gender;



- (c) **(Agreement and Schedule references)**: a reference to:
  - (i) a party, clause, Schedule or Exhibit is a reference to a party, clause, Schedule or Exhibit of or to this Agreement; and
  - (ii) a section is a reference to a section of a Schedule or Exhibit;
- (d) **(Agreement as amended)**: without limiting clause 2.7 and except to the extent this Agreement provides otherwise, a reference to this Agreement or to any other deed, agreement, document or instrument includes a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (e) **(party)**: a reference to a party includes that party's legal representatives, trustees, executors, administrators, successors and permitted substitutes and assigns, including any persons taking part by way of novation;
- (f) **(person)**: a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (g) **(legislation)**: a reference to legislation includes its delegated legislation and a reference to such legislation or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) **(definitions)**: if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) **("includes")**: "includes" will be read as if followed by the phrase "(without limitation)";
- (j) **("or")**: the meaning of "or" will be that of the inclusive, being one, some or all of a number of possibilities;
- (k) **(information)**: a reference to information includes information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design specifications, models, plans and other documents in all forms including the electronic form in which it was generated;
- (l) **("\$")**: a reference to "\$", AUD or dollar is to Australian currency;
- (m) **(time)**: a reference to time is a reference to time in Melbourne, Australia;
- (n) **(rights)**: a reference to a right includes any benefit, remedy, function, discretion, authority or power;
- (o) **(obligations and liabilities)**: a reference to an obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (p) **("may")**: the term "may", when used in the context of a power, right or remedy exercisable by the State, means that the State can exercise that power, right or remedy in its absolute and unfettered discretion and the State has no obligation to do so;
- (q) **(Independent Reviewer and Environmental Auditor)**: references to the Independent Reviewer and Environmental Auditor will be interpreted only to the extent of the Independent Reviewer and Environmental Auditor's role under the Independent Reviewer and Environmental Auditor Deed of Appointment (including the term of such appointment). To the extent that any reference to the Independent

Reviewer and Environmental Auditor would require the Independent Reviewer and Environmental Auditor to exercise a right or carry out an obligation under this Agreement outside the term of its appointment, the State will be required to exercise such right on a similar basis as the Independent Reviewer and Environmental Auditor would have, acting in accordance with the Independent Reviewer and Environmental Auditor Deed of Appointment. Any such exercise of a right or carrying out of such an obligation by the State will be a decision or determination of the State and not a decision or determination of the Independent Reviewer and Environmental Auditor for the purposes of clauses 9.6, 43 and 44;

- (r) **(Direct Interface Parties and Road Interface Parties)**: references to the Direct Interface Parties or Road Interface Parties will be interpreted only to the extent of the Direct Interface Parties' or Road Interface Parties' role under the Direct Interface Agreements or Road Interface Agreements (respectively), if any, (including the term of such appointment) and as specified in or reasonably inferred from the Project Documents;
- (s) **(Port Manager's "usual requirements")**: references to the "usual requirements" of a Facility Owner, with respect to the Port Manager, will be interpreted as a reference to Part H23 of the PSR;
- (t) **(construction)**: where there is a reference to an Authority, institute or association or other body referred to in this Agreement which:
  - (i) is reconstituted, renamed or replaced or if its powers or functions are transferred to, or assumed by, another entity, this Agreement is deemed to refer to that other entity; or
  - (ii) ceases to exist, this Agreement is deemed to refer to that new entity which serves substantially the same purpose or object as the former entity;
- (u) **(remedy or cure)**: the use of the word "remedy" or "cure" or any form of such words in this Agreement means that the event to be remedied or cured must be remedied or cured or its effects overcome;
- (v) **(contra proferentem rule not to apply)**: each provision will be interpreted without disadvantage to the party who (or whose representative) drafted or proffered that provision; and
- (w) **(VicRoads' "usual requirements")**: references to the "usual requirements" of a Facility Owner, with respect to the Dynon Road Bridge, will be subject to clause 20.3(l).

## 2.2 Composition of Agreement and order of precedence

- (a) **(Agreement composition)**: This Agreement comprises as at the date of this Agreement:
  - (i) clause 1 to clause 61;
  - (ii) Schedule 1 to ~~Schedule 44~~[Schedule 46](#); and
  - (iii) Exhibit A to Exhibit E.
- (b) [Not used]

- (c) **(Order of precedence):** Subject to clause 2.2(d), the following order of precedence applies in the event of any inconsistency, ambiguity or discrepancy between the various documents comprising this Agreement:
  - (i) the Additional State Contribution Schedule;
  - (ii) the Enforcement Payments Schedule;
  - (iii) clauses 1 to 61;
  - (iv) the PSR; and
  - (v) subject to clauses 2.2(c)(i) to 2.2(c)(iv), the Schedules and remaining Exhibits.
  
- (d) **(Greater requirement):** To the extent that any part of any document comprising this Agreement imposes a greater or higher requirement, standard, quality, level of service, quantum or scope on Project Co than any other part of any document comprising this Agreement, unless the context otherwise expressly requires and subject to clause 2.22(a), that greater or higher requirement, standard, quality, level of service, quantum or scope prevails.

**2.3 Inconsistency between State Project Documents**

Where there is an inconsistency, ambiguity or discrepancy between this Agreement and any other State Project Documents, or between any of the State Project Documents (excluding this Agreement), then the following order of precedence applies:

- (a) in respect of the D&C Activities undertaken on the Port Transaction Land and the Licensed Area (as defined in the WGT Road Licence) only, subject to clause 2.22(a), the Port Land Deed and WGT Road Licence respectively;
- (b) the Finance Direct Deed;
- (c) this Agreement; and
- (d) the remaining State Project Documents.

**2.4 Inconsistencies within or between Project Requirements and Project Scope**

- (a) **(Inconsistency):** If there is any inconsistency, ambiguity or discrepancy:
  - (i) between the Project Requirements and the Project Scope, then, subject to clause 2.22(a), the Project Requirements will prevail, subject only to:
    - A. the Agreed Exceptions; and
    - B. the extent that the Project Scope provides a greater or higher requirement, standard, quality, level of service, quantum or scope; and
  - (ii) within:
    - A. the Project Requirements; or
    - B. the Project Scope,

then, subject to clause 2.22(a), the greater or higher requirement, standard, quality, level of service, quantum or scope as determined by the State will prevail.

- (b) **(Inconsistency of Reference Documents):** If there is any inconsistency, ambiguity or discrepancy between the Reference Documents, section 2 of Part A of the PSR will apply.

## 2.5 Notification of inconsistency, ambiguity or discrepancy

- (a) **(Notification of ambiguity):** If either party identifies any inconsistency, ambiguity or discrepancy within or between any of the State Project Documents, then that party must notify the other party of the inconsistency, ambiguity or discrepancy as soon as possible and, in any case, no later than 5 Business Days after becoming aware of the inconsistency, ambiguity or discrepancy.
- (b) **(No further action):** If Project Co issues a notice in accordance with clause 2.5(a), it must not take any further action in connection with the ambiguity, discrepancy or inconsistency until a notice is received from the State in accordance with clause 2.5(c) or, if no notice is received, for 5 Business Days after the date Project Co issues its notice in accordance with clause 2.5(a).
- (c) **(Resolution of ambiguity):** Within 5 Business Days of the notice in accordance with clause 2.5(a), the State will direct Project Co as to how to resolve any ambiguity, discrepancy or inconsistency the subject of the notice in accordance with:
- (i) subject to clause 2.5(c)(iii), in the case of an ambiguity, discrepancy or inconsistency within this Agreement:
    - A. the greater requirement in clause 2.2(d); or
    - B. if the ambiguity, discrepancy or inconsistency cannot be resolved under clause 2.5(c)(i)A, the order of precedence in clause 2.2(c); or
  - (ii) in the case of an ambiguity, discrepancy or inconsistency:
    - A. between this Agreement and any other State Project Document; or
    - B. between any of the State Project Documents (excluding this Agreement),  
clause 2.3; or
  - (iii) in the case of an ambiguity, discrepancy or inconsistency within or between the Project Requirements and the Project Scope, clause 2.4; and
  - (iv) if the relevant inconsistency, ambiguity or discrepancy cannot be resolved in accordance with clauses 2.5(c)(i) to 2.5(c)(iii):
    - A. in accordance with any process for resolving such inconsistencies, ambiguities and discrepancies contained in the relevant document or documents; or
    - B. if clause 2.5(c)(iv)A does not apply, as otherwise determined by the State acting reasonably.

## 2.6 Business Day

If the day on or by which anything is to be done in accordance with this Agreement is not a Business Day, that thing must be done no later than the next Business Day.

## 2.7 Review Procedures

Where Project Co is required to comply with a document that has been submitted for review in accordance with the Review Procedures (including pending resolution of any Dispute), Project Co must comply with the version of the document as set out in section 4.1(c) of the Review Procedures.

## 2.8 Approvals, directions and notices in writing

Unless otherwise expressly provided in this Agreement or agreed between the parties, all approvals, consents, directions, requirements, requests, claims, notices, agreements and demands must be given in writing.

## 2.9 Action without delay

Unless there is a provision in this Agreement which specifies a period of time in which something must be done by the parties, all things must be done without undue delay.

## 2.10 Provisions limiting or excluding Liability, rights or obligations

- (a) A right of the State or an obligation of Project Co under this Agreement will not limit or exclude any other right of the State or obligation of Project Co under this Agreement unless expressly stated.
- (b) Any provision of this Agreement which seeks, either expressly or by implication, to limit or exclude any Liability of a party is to be construed as doing so only to the extent permitted by Law.

## 2.11 Relationship of the parties

Unless otherwise expressly provided, nothing in this Agreement or any other Project Document:

- (a) **(no additional relationship)**: creates a partnership, joint venture, fiduciary, employment or agency relationship between the State and Project Co or NewCo; or
- (b) **(no good faith)**: imposes any duty of good faith on the State.

## 2.12 State's executive rights and duties

- (a) **(State's own interests)**: Unless otherwise expressly provided in the State Project Documents, nothing in the State Project Documents gives rise to any duty on the part of the State to consider interests other than its own interests when exercising any of its rights or carrying out any of its obligations in accordance with the State Project Documents.
- (b) **(State's rights)**: Notwithstanding anything expressly provided or implied in the State Project Documents to the contrary, the parties agree that:
  - (i) the State is not obliged to exercise any executive or statutory right or duty, or to influence, over-ride, interfere with or direct any other Government Party in the proper exercise and performance of any of its executive or statutory rights or duties; and

- (ii) nothing expressly provided or implied in the State Project Documents has the effect of constraining the State or placing any fetter on the State's discretion to exercise or not to exercise any of its executive or statutory rights or duties.
- (c) **(No Claim)**: Subject to clause 2.12(d), Project Co will not be entitled to make any Claim against the State for any Liability relating to any exercise or failure of the State to exercise its executive or statutory rights or duties.
- (d) **(Liability for breach)**: Clauses 2.12(a) to (c) do not limit any Liability which the State would have had to Project Co under any State Project Document as a result of a breach by the State of a term of any State Project Document but for these clauses.

## 2.13 Reasonable endeavours of State

Any statement in a State Project Document providing that the State will use or exercise "reasonable endeavours" or "act reasonably" in relation to an outcome, means that the State:

- (a) **(relevant steps)**: will take steps to bring about the relevant outcome so far as it is reasonably able to do so, having regard to its resources and other responsibilities;
- (b) **(no guarantee)**: cannot guarantee the relevant outcome; and
- (c) **(no obligation)**: is not required to:
  - (i) exercise a right of any Government Party, or to influence, over-ride, interfere with or direct any other Government Party in the proper exercise and performance of its legal, statutory or executive duties and functions;
  - (ii) exercise a power or discretion in a manner that the State regards as not in the public interest;
  - (iii) develop or implement new policy;
  - (iv) procure legislation; or
  - (v) act in a way that the State regards as not in the public interest, provided that it will not in itself be contrary to the public interest for the State to have regard to Project Co's commercial interests in using or exercising "reasonable endeavours" or "acting reasonably" in relation to an outcome.

## 2.14 Reduction in State liability for Relief Events

[Except in relation to a Settlement Direct Event, the circumstances referred to in paragraph \(k\) of the definition of a Compensable Extension Event or any of the events deemed to be Compensable Extension Events under clauses 2.21A or 2.20\(n\), the ~~The~~ State's Liability and Project Co's entitlements in connection with any Relief Event will be reduced:](#)

- (a) **(caused by Project Co)**: to the extent that the Relief Event is caused or contributed to by:
  - (i) any breach of this Agreement by Project Co;
  - (ii) any breach of any other Project Document by Project Co or any of its Associates who is a counterparty to the Project Document; or

- (iii) any act or omission by Project Co or any of its Associates other than to the extent any such act or omission is authorised or permitted under a Project Document;
- (b) **(failure to mitigate)**: to the extent Project Co, or any of its Associates, fails to:
  - (i) use all reasonable endeavours to mitigate, minimise or avoid the effects, consequences or duration of any Relief Event (including by putting in place temporary measures reasonably required by the State); or
  - (ii) take all reasonable steps which a prudent, competent and experienced contractor in the circumstances of Project Co or the relevant Associate of Project Co would have taken to mitigate, minimise or avoid the effects, consequences or duration of the Relief Event;
- (c) **(insurance proceeds)**: by any insurance proceeds:
  - (i) payable to Project Co, or any of its Associates, under any Insurances in respect of the Relief Event; or
  - (ii) which would have been payable to Project Co or any of its Associates under any Insurance in respect of the Relief Event but for a failure by Project Co to comply with this Agreement or a failure by Project Co or any of its Associates to comply with the terms of those Insurances; and
- (d) **(existing obligations)**: to the extent that the Project Documents require Project Co to expend costs in performing the Project Activities which are affected by the Relief Event, by the actual costs which Project Co would have expended in respect of those Project Activities had the Relief Event never occurred (which costs will not include costs incurred by Project Co in mitigating the effects of the relevant Relief Event).

## 2.15 No State liability for review

- (a) **(No obligation)**: Except as otherwise expressly provided in the Independent Reviewer and Environmental Auditor Deed of Appointment, the State and the Independent Reviewer and Environmental Auditor do not owe any duty of care to Project Co to:
  - (i) review (or when reviewing) the Project Co Material or the Financial Model submitted by Project Co (even where submitted in accordance with the Review Procedures); or
  - (ii) inspect or review the Project Activities or the Relevant Infrastructure, for Defects, other errors or omissions or for compliance with the State Project Documents or any Laws.
- (b) **(No relief)**: No:
  - (i) review of, comments upon, acceptance, approval or certification of any Project Co Material or the Financial Model by (or on behalf of) the State;
  - (ii) inspection or review of the Project Activities or the Relevant Infrastructure by (or on behalf of) the State; or
  - (iii) failure by (or on behalf of) the State, to detect any non-compliance by Project Co with its obligations in accordance with the State Project Documents or any Laws,



will:

- (iv) relieve Project Co from, or alter or affect, its Liabilities, obligations or responsibilities whether in accordance with the State Project Documents or otherwise according to Law;
  - (v) prejudice the State's rights against Project Co whether under the State Project Documents or otherwise according to Law; or
  - (vi) constitute an approval by the State of Project Co's performance of its obligations in accordance with the State Project Documents.
- (c) **(State Works):** The payment of any amount in respect of the State Works under the D&C Subcontract does not constitute an approval by the State of the completion or acceptance of the D&C Activities or O&M Activities in accordance with this Agreement, or evidence that the West Gate Tunnel is Fit for Purpose or constitute evidence that all or any other obligations of Project Co under the State Project Documents have been satisfied.

## 2.16 Indexation

- (a) **(Indexed amounts):** All amounts required to be adjusted in accordance with this Agreement by an Index will be Indexed in accordance with the Indexes Schedule.
- (b) **(Changes to indexes):** Any changes to Indexes will be determined in accordance with the Indexes Schedule.

## 2.17 Cost of carrying out obligations

Each party must carry out its obligations in accordance with this Agreement at its own cost, unless expressly provided otherwise.

## 2.18 Project Co and Associates

Any obligation of Project Co under the State Project Documents is deemed to include an obligation on Project Co to ensure that each of its Associates assumes and complies with the corresponding obligation to the extent that the obligation is applicable to that Associate of Project Co under a Project Document.

## 2.19 Fitness for purpose

A reference to Fit For Purpose will be read having regard to:

- (a) the number of, and configuration of lanes; and
- (b) the Ramp storage lengths,

as specified in the PSR.

## 2.20 Co-investment and other roles of the State under the D&C Subcontract

- (a) The parties acknowledge that:
  - (i) the design and construction of the State Works; and
  - (ii) the operation, repair and maintenance of the State Works,will be treated as part of the Project Activities.



(b) Subject to clauses 2.20(o) to 2.20(q) and 2.21A, it# is the parties' common intention that the State is a party to the D&C Subcontract solely for the purposes of:

(i) \_\_\_\_\_ acquiring the services from the D&C Subcontractor in relation to the State Works for consideration (being the State Works Price) and making payments, subject to clauses 2.20(h) and 2.20(o), to the D&C Subcontractor of:

A. \_\_\_\_\_ the amount certified within a Payment Certificate (State Works) or the Final Payment Certificate (State Works) in accordance with clauses 31.8 and 31.9 of the D&C Subcontract respectively or otherwise an amount on account of the State Works Price determined to be payable pursuant to clauses 43 or 44 of the D&C Subcontract; and

B. \_\_\_\_\_ any amounts due and payable to the D&C Subcontractor in respect of the Settlement Liabilities;

(ia) participating in processes in accordance with clauses 9.3B, 43.1(a), 43.1(aa), 43.1A and 43.1AA and Schedule 14A, Schedule 14B and Schedule 49 of the D&C Subcontract;

(ii) \_\_\_\_\_ making payments, subject to clauses 2.20(h) and 2.20(o), to the D&C Subcontractor of any amounts determined pursuant to or in accordance with the Security of Payment Act to be owing to the D&C Subcontractor on account of (and up to a maximum amount equal to):

A. \_\_\_\_\_ -the State Works Price; and

A-B. \_\_\_\_\_ any amounts due and payable to the D&C Subcontractor in respect of the Settlement Liabilities;

~~(ii)~~(iii) \_\_\_\_\_ making payments to the D&C Subcontractor of any amounts on account of interest in respect of the State Works Price and the Settlement Liabilities owing pursuant to clause 31.21(a) of the D&C Subcontract (where the State is not otherwise entitled to withhold payment of the relevant amount of the State Works Price pursuant to clause 31.22(b) of the D&C Subcontract);

(iii)a) \_\_\_\_\_ making payments to Project Co of any amounts due and payable to Project Co by the State in respect of the Settlement Direct Provisions;

(iii)b) \_\_\_\_\_ making payments to Project Co of any amounts determined pursuant to or in accordance with the Security of Payment Act to be owing to Project Co by the State on account of (and up to a maximum amount equal to) any amounts due and payable to Project Co by the State in respect of the Settlement Direct Provisions;

(iii)c) \_\_\_\_\_ making payments to Project Co on account of interest in respect of any amounts due and payable to Project Co by the State in respect of the Settlement Direct Provisions owing pursuant to clause 31.21(a) of the D&C Subcontract;

~~(iii)~~(iv) \_\_\_\_\_ being able to exercise the right of set off and deduction granted to the State pursuant to clause 31.22(b) of the D&C Subcontract in respect of amounts due and payable from Project Co to the State under this Agreement; and

~~(iv)~~(v) agreeing to [the Settlement Direct Provisions](#), clauses 2.21, ~~2.28(e), 2.21(g), 2.21(h)~~, 9.11, [31.1A, 31.1B](#), 31.20(a)(viii), ~~and~~ 45.1 ~~and 63~~ of the D&C Subcontract; ~~and~~

~~(v) clauses 2.21(a) to 2.21(h) (inclusive) of the D&C Subcontract.~~

(c) [Subject to the Settlement Deed and clauses 2.20\(o\) to 2.20\(g\) and 2.21A](#), Project Co indemnifies the State on demand in respect of any Liability incurred by the State as a result of or in connection with:

- (i) a breach by the D&C Subcontractor of clauses 2.21(d), 2.21(e) or 2.21(f) of the D&C Subcontract or clause 2.21(d), 2.21(e) or 2.21(f) of the D&C Subcontract being wholly or partly void or unenforceable;
- (ii) without limiting clause 39.8, any failure by Project Co to advance an SW Loan to the State under (and as defined in) the State Works Loan Agreement;
- (iii) the State being liable to the D&C Subcontractor in respect of the State Works (whether as a result of a determination under clause 43 or 44 of the D&C Subcontract or the Security of Payment Act or otherwise) for an amount greater than the [aggregate of the State Works Price \(plus GST\)](#), ~~and~~ any interest referred to ~~in~~ in clause [2.20\(b\)\(iii\) and any amounts due and payable to the D&C Subcontractor in respect of the Settlement Liabilities](#);
- (iv) the State incurring any Liability inconsistent with the agreement in clause 2.21(h) of the D&C Subcontract;
- (v) the State incurring any Liability as a result of complying with clause 2.21(h); or
- ~~(vi)~~ [the State being a party to the D&C Subcontract, other than a Liability expressly assumed by the State under this Agreement or the D&C Subcontract.](#)

[other than any amounts due and payable to the D&C Subcontractor in respect of any Linked Claim or Linked Dispute \(each as defined in the D&C Subcontract\).](#)

(d) [Subject to clause 2.20\(p\), and other than in respect of a Linked Claim or Linked Dispute \(each as defined in the D&C Subcontract\), the](#)~~The~~ State appoints Project Co to act as its agent in respect of all necessary dealings with the D&C Subcontractor or the Independent Payment Certifier in respect of or in connection with the State Works, including:

- (i) any dispute under or in connection with the Security of Payment Act, with authority to participate in (in lieu of the State), manage and settle (with the State's written consent, not to be unreasonably withheld or delayed) any such dispute (including pursuant to any necessary adjudication and litigation procedures); and
- (ii) any dispute in respect of an amount certified by the Independent Payment Certifier in a Payment Certificate (State Works) or Final Payment Certificate (State Works) with authority to participate in (in lieu of the State), manage and settle (with the State's written consent, not to be unreasonably withheld or delayed) any such dispute (including pursuant to all necessary dispute resolution processes and procedures).

(e) Without limiting clause 2.20(d) or the State's rights under this Agreement (including under clause 10.4), Project Co:

- (i) does not require the consent of the State (subject to clause 2.20(d)) to exercise any rights in respect of the D&C Subcontract, including participating in any dispute with the Independent Payment Certifier or the D&C Subcontractor in respect of the State Works; and
  - (ii) does not need to involve the State in any necessary dealings with the D&C Subcontractor or the Sub-Independent Reviewer and Environmental Auditor in respect of or in connection with the D&C Subcontract or the State Works.
- (f) Subject to clause 2.20(m), Project Co will not be entitled to make any Claim against the State for any Liability incurred by Project Co directly as a result of acting as the agent of the State in accordance with clause 2.20(d).
- (g) The State acknowledges that under the D&C Subcontract, it remains responsible subject to clause 2.20(h), for paying any amounts owing to the D&C Subcontractor on account of the State Works Price (plus GST), resulting from the resolution of a dispute (under or in connection with the Security of Payment Act or in respect of an amount certified by the Independent Payment Certifier in a Payment Certificate (State Works) or Final Payment Certificate (State Works)) in respect of which Project Co has acted as the State's agent and to which the State has consented.
- (h) Subject to the Settlement Deed and clauses 2.20(o) to 2.20(q) and 2.21A, and eExcept to the extent otherwise agreed, Project Co acknowledges and agrees that other than for the interest referred to in clause 2.20(b)(iii) and subject to the State's obligations in relation to Compensable Extension Events and the Settlement Direct Provisions, in no event will the State be required to pay an amount on account of the State Works that exceeds the State Works Price (plus GST).
- (i) The State must promptly notify Project Co in writing in the event that the State:
- (i) intends not to pay to the D&C Subcontractor or fails to pay the D&C Subcontractor under the D&C Subcontract:
    - A. any amount certified within a Payment Certificate (State Works) or the Final Payment Certificate (State Works) in accordance with clauses 31.8 and 31.9 of the D&C Subcontract respectively, or otherwise an amount on account of the State Works Price determined to be payable pursuant to clauses 43 or 44 of the D&C Subcontract; or
    - B. any amount determined pursuant to or in accordance with the Security of Payment Act to be owing to the D&C Subcontractor on account of the State Works Price, excluding, in each case, any amounts that have not been paid to the D&C Subcontractor in respect of the Settlement Direct Provisions or the Settlement Liabilities (any such amounts that have not been paid to the D&C Subcontractor being the **State Works Unpaid Amount**); ~~or~~
  - (ii) ~~intends to exercise or does~~ exercises its right of set off and deduction pursuant to clause 31.22(b)(i)(A) of the D&C Subcontract (other than any right of set-off or deduction in respect of any Settlement Liabilities) (any amount that has been set off or deducted being the **State Works Set Off Amount**);
  - (iii) ~~fails to pay the D&C Subcontractor under the D&C Subcontract any amounts in respect of the Settlement Direct Provisions or the Settlement Liabilities~~ (any such amounts that have not been paid to the D&C Subcontractor being the **State Unpaid Settlement Amount**); or

~~(ii)~~(iv) exercises its right of set off and deduction pursuant to clause 31.22(b)(i)(B) of the D&C Subcontract, (any amount that has been so set off or deducted being the **State Settlement Set Off Amount**),

and provide with such notice:

~~(iii)~~(v) a detailed breakdown (in accordance with paragraphs (i), ~~and~~ (ii), (iii) and (iv) above) of the quantum of the State Works Unpaid Amount, ~~and~~ the State Works Set Off Amount the State Unpaid Settlement Amount and the State Settlement Set Off Amount; and

~~(iv)~~(vi) detailed reasons why the State intends not to pay or has failed to pay the State Works Unpaid Amount, ~~or~~ the State Works Set Off Amount, the State Unpaid Settlement Amount and the State Settlement Set Off Amount.

- (j) Project Co may Dispute that an amount set off or deducted by the State is due and payable from Project Co to the State under this Agreement and in the event that it is determined pursuant to clauses 43 and 44 that an amount was not due and payable, such amount, (being the **Recoverable State Works Set Off Amount**) will not be deemed to form part of any State Works Set Off Amount.
- (k) The State acknowledges that under clauses 2.21(j) and 2.21(k) of the D&C Subcontract, after receiving a notice from the D&C Subcontractor pursuant to clause 2.21(i) of the D&C Subcontract, Project Co must:
- (i) in respect of any State Works Unpaid Amount, use all reasonable endeavours to obtain funding to pay such State Works Unpaid Amount and provided Project Co has obtained the necessary funding, subject to clause 2.21(m) of the D&C Subcontract, pay to the D&C Subcontractor the State Works Unpaid Amount (together with any interest owing pursuant to clause 31.21(a) of the D&C Subcontract on account of the relevant State Works Unpaid Amount); or
  - (ii) in respect of any State Works Set Off Amount or any other amount Claimed or determined (under clause 43 or 44 of the D&C Subcontract or the Security of Payment Act) to be payable by the State in respect of the State Works in excess of the State Works Price, subject to clauses 2.21(m), 2.21(r) and 2.21(s) of the D&C Subcontract, pay to the D&C Subcontractor the State Works Set Off Amount or other such amount (together with any interest owing pursuant to clause 31.21(a) of the D&C Subcontract on account of the relevant State Works Set Off Amount or such other amount).  
excluding, in each case, any amounts that have not been paid by the State to the D&C Subcontractor in respect of the Settlement Liabilities.
- (l) The State acknowledges that in the event that the State does not pay to the D&C Subcontractor payments on account of the State Works Price or the Settlement Liabilities in accordance with its obligations under the D&C Subcontract (where the State is not otherwise entitled to withhold payment of the relevant amount of the State Works Price or Settlement Liabilities), the State's obligations under the D&C Subcontract also extend to the payment of interest pursuant to clause 31.21(a) of the D&C Subcontract.
- (m) Provided that the State Works Payment Condition has been met at that time, the State must, subject to clause 2.14 of this Agreement, pay to Project Co:
- (i) within 5 Business Days of a written demand by Project Co, any State Works Unpaid Amount that has been paid by Project Co to the D&C

Subcontractor (together with any interest paid by Project Co to the D&C Subcontractor pursuant to clause 31.21(a) of the D&C Subcontract on account of the relevant State Works Unpaid Amount);

- (ii) within 5 Business Days of a written demand by Project Co, the Recoverable State Works Set Off Amount (together with any interest paid by Project Co to the D&C Subcontractor pursuant to clause 31.21(a) of the D&C Subcontract on account of the relevant Recoverable State Works Unpaid Amount); and
- (iii) any amount on account of debt financing costs incurred or paid by Project Co in respect of the amount referred to in clause 2.20(m)(i) and 2.20(m)(ii) as relevant, calculated in accordance with the Change Compensation Principles.

(n) A suspension by the D&C Subcontractor pursuant to clause 31.23 of the D&C Subcontract, or otherwise pursuant to the Security of Payment Act, as a result of:

(i) the State or Project Co failing to pay a State Works Unpaid Amount to the D&C Subcontractor (other than as a result of a breach by Project Co of its obligations under clause 2.21(k) of the D&C Subcontract) ~~will be deemed to be a Compensable Extension Event;~~ or

(ii) the State failing to pay to the D&C Subcontractor any amount that is due and payable in respect of the Settlement Liabilities,

will be deemed to be a Compensable Extension Event.

(o) Each of the State and Project Co:

(i) is a beneficiary of and may exercise the rights conferred on it under the Settlement Direct Provisions;

(ii) has the right to enforce any obligation owed to it, or acknowledgement, representation or warranty given to it, by the D&C Subcontractor under the Settlement Direct Provisions against the D&C Subcontractor;

(iii) must comply with each obligation imposed on it under the Settlement Direct Provisions for the benefit of each party to whom that obligation is expressed to be owed;

(iv) is directly liable to the D&C Subcontractor under the Settlement Direct Provisions to the extent an obligation is expressed to be owed by the State or Project Co (as applicable) to the D&C Subcontractor under the Settlement Direct Provisions;

(v) has no Liability to the other party to this Agreement (the **Claiming Party**) under the D&C Subcontract, the State Project Documents or any other document or at law in respect of an obligation or Liability under the Settlement Direct Provisions that is owed to the Claiming Party by the D&C Subcontractor; and

(vi) may not make a claim against the other party to this Agreement under the D&C Subcontract, the State Project Documents or any other document or at law in respect of an obligation or Liability under the Settlement Direct Provisions that is owed to it by the D&C Subcontractor.

(p) The State acknowledges and agrees that Project Co:

- (i) is not the State's agent in respect of exercising the State's rights or fulfilling the State's obligations under, or any other necessary dealings in respect of, the Settlement Direct Provisions; and
- (ii) has no Liability to the State or the D&C Subcontractor for the State's exercise or failure to exercise the State's rights, or compliance or non-compliance with the State's obligations under, the Settlement Direct Provisions (including the Settlement Liabilities).
- (q) Subject to Project Co's entitlements under this Agreement (including any rights at Law which are not excluded or limited by this Agreement), the Third Amending Deed and clause 7A(b), to the extent that the State or Project Co (as applicable) are entitled to make a Claim under clause 7A of the D&C Subcontract in respect of a Spoil Event (or would have been entitled but for a failure of the State or Project Co to comply with clause 7A of the D&C Subcontract), neither the State nor Project Co may make a claim against the other under the State Project Documents or otherwise at law in respect of that Spoil Event.
- (r) Any Liability incurred by Project Co to the D&C Subcontractor in respect of the Spoil Risk Activities as a result of the release set out in clause 7A.10(b) of the D&C Subcontract being unenforceable or the D&C Subcontractor acting in contravention of that release will be a debt due and payable by the State to Project Co.
- (s) Notwithstanding any other provision of this Agreement, Project Co's obligations in relation to:

  - (i) sections 1.1A, 1.1B and 1.3 to 1.9 of Part F2;
  - (ii) sections 14.6(aa) to 14.6(ad) of Part F6; and
  - (iii) section 14.7(b)(vii) of Part F6.

of the PSR will be limited to an obligation to use reasonable endeavours to ensure that the D&C Subcontractor complies with the corresponding sections of the PSR (D&C) under (and as defined in) the D&C Subcontract.

## 2.21 Responsibility for State Works

Project Co acknowledges and agrees that except as expressly provided in this Agreement:

- (a) the State has no liability whatsoever to Project Co and Project Co has no Claim whatsoever against the State arising out of or in connection with the State Works, including in respect of:

  - (i) any Defects in the State Works;
  - (ii) late completion of, or failure to complete, the State Works;
  - (iii) the State Works not being fit for their intended purposes; or
  - (iv) any non-compliance by the D&C Subcontractor with any requirements applying to the State Works;
- (b) Project Co is not excused from any breach of its obligations under the State Project Documents which arises as a result of any act or omission of the D&C Subcontractor or any Subcontractor in carrying out the State Works, except to the extent the breach results from:



- ~~(i)~~ the State's failure to comply with the Settlement Direct Provisions (other than to the extent that failure was caused by a breach of the State Project Documents by Project Co);
  - ~~(ii)~~ the State's failure to comply with its payment obligations under the D&C Subcontract in respect of the State Works Price, the Settlement Liabilities or for the interest referred to in clause 2.20(b)(iii) (other than to the extent caused by a breach of the State Project Documents by Project Co or where the State is otherwise entitled to withhold payment of an amount of the State Works Price pursuant to clause 31.22(b) of the D&C Subcontract);
  - ~~(iii)~~ any act or omission of the D&C Subcontractor or its Associates or any Subcontractor in relation to the Settlement Direct Provisions;
  - ~~(iv)~~ the Excluded Spoil Activities;
  - ~~(v)~~ a Settlement Direct Event;
  - ~~(vi)~~ any act or omission of BSF, any of their Related Bodies Corporate or any of their Associates; or
  - ~~(vii)~~ the exercise of any Claim Defence Right or State Spoil Risk Right.
- ~~(b)~~(c) Project Co must integrate, interface and co-ordinate the design and construction of the State Works with the design and construction of the Project Co Works (as defined in the D&C Subcontract);
- ~~(e)~~(d) Project Co must supervise and manage the performance of the State Works to ensure that the Works and the Project Activities comply with the requirements of this Agreement;
- ~~(d)~~(e) Project Co must not direct a Modification (as defined in the D&C Subcontract) under clause 34.1(a) of the D&C Subcontract in respect of the State Works that results in a change to the State Works Price except to the extent that the State directs a corresponding Modification to the State Works under clause 34.1(a) of this Agreement and it is agreed between the State and Project Co that this is to be paid for by way of an increase in the State Works Price;
- ~~(e)~~(f) Project Co may direct (in writing) the State to withhold from any payment of the State Works Price;
- (i) Liquidated Damages (as defined in the D&C Subcontract);
  - (ii) any amounts for which Project Co is entitled to call on any Construction Bond;
  - (iii) any amounts that the D&C Subcontractor is expressly required under the D&C Subcontract to reimburse or pay to Project Co;
  - (iv) any amounts which Project Co pays on the D&C Subcontractor's behalf as expressly permitted under the D&C Subcontract;
  - (v) any amounts which the D&C Subcontractor owes to Project Co, as certified as due and payable by the Independent Payment Certifier in accordance with the D&C Subcontract (whether on account of the Project Co Works or the State Works); and
  - (vi) any amounts paid in respect of which the D&C Subcontractor indemnifies Project Co or its Associates under the D&C Subcontract;

- ~~(f)~~(g) A direction in writing pursuant to clause 2.21(f) must set out the amount the State is to withhold from a payment of the State Works Price (being the **Project Co Directed Set-Off Amount**); and
- ~~(g)~~(h) If the State receives a written direction from Project Co pursuant to clause 2.21(f), the State must:
- (i) withhold the Project Co Directed Set-Off Amount from any payment to the D&C Subcontractor of the State Works Price; and
  - (ii) pay the Project Co Directed Set-Off Amount to Project Co at the same time as the State would have paid that amount to the D&C Subcontractor pursuant to the D&C Subcontract had the State not received a notice from Project Co pursuant to clause 2.21(f).

## 2.21A Settlement Direct Provisions

- (a) Subject to clause 2.21A(c), to the extent that the State or Project Co breach the Settlement Direct Provisions, this will be deemed to be a breach of a State Project Document by that party for the purposes of this Agreement. For the avoidance of doubt, nothing in this paragraph (a) affects the operation of clauses 2.20(n), 2.20(o) or 2.20(q).
- (b) A breach by the State of the Settlement Direct Provisions will be deemed to be a Compensable Extension Event. To the extent that the Compensable Extension Event does not entitle Project Co to an extension of time, nothing in this Agreement or the Project Documents excludes or limits any Liability the State may have to Project Co under the State Project Documents or at Law in the circumstances described in clause 5.4(b)(ii).
- (c) The State and Project Co each acknowledge and agree that:
- (i) the State and Project Co are not responsible for the acts or omissions of the D&C Subcontractor and its Associates in respect of the Settlement Direct Provisions, including the Spoil Risk Activities;
  - (ii) Project Co is not responsible for, is not required to take any act or omission in respect of, and has no Liability to the State in respect of, the Excluded Spoil Activities;
  - (iii) subject to clauses 2.20(r) and 2.21(b), the consequences of the D&C Subcontractor breaching the Settlement Direct Provisions are set out in the D&C Subcontract, and the D&C Subcontract contains the sole and exclusive contractual remedy for any such breach, and neither the State nor Project Co may exercise a right, make a Claim or has any Liability to the other under this Agreement in respect of the D&C Subcontractor's breach (whether expressed in different terms or grounds or not);
  - (iv) if the D&C Subcontractor breaches the Settlement Direct Provisions, notwithstanding any other provision of this Agreement, the State and Project Co will have no Liability for that breach under this Agreement or the State Project Documents and that breach shall not be considered a Major Default or a Default Termination Event, or an event or circumstances that would otherwise entitle the State to terminate, rescind, or repudiate this Agreement and the State will not in such circumstances terminate, rescind or repudiate this Agreement;
  - (v) any action or omission in relation to a Spoil Risk Activity shall not be considered a Major Default or a Default Termination Event, or an event or circumstances that would otherwise entitle the State to terminate,



rescind, or repudiate this Agreement and the State will not in such circumstances terminate, rescind or repudiate this Agreement;

(vi) subject to clause 7A.10(a)(vi) of the D&C Subcontract, Project Co is not required to in any way supervise or manage the D&C Subcontractor's actions or to enforce the State's rights against the D&C Subcontractor in respect of a D&C Subcontractor breach, act or omission in connection with the Settlement Direct Provisions or to manage any claim the subject of clause 7A.10 of the D&C Subcontract; and

(vii) the State is not required to in any way supervise or manage the D&C Subcontractor's actions or to enforce Project Co's rights against the D&C Subcontractor in respect of a D&C Subcontractor breach, act or omission in connection with the Settlement Direct Provisions.

## 2.22 AS5100

- (a) **(AS5100 (2017))**: Subject only to clauses 34 and 2.22(c), but notwithstanding any other provision of the State Project Documents, Project Co is not required to comply with AS5100 (2017) in carrying out the Project Activities.
- (b) **(References to AS5100)**: Without limiting clause 2.22(a) or clause 2.22(d) but subject to clause 2.22(c), any reference in a State Project Document to compliance with the Rail Interface Parties' Requirements or requirements or usual requirements of a Facility Owner, Authority, Rail Interface Party, Road Interface Party or other third party does not require compliance with AS5100 (2017).
- (c) **(Exception)**: Clauses 2.22(a) and 2.22(b) do not limit or otherwise affect Project Co's obligations to comply with a requirement of AS5100 (2017):
- (i) which is incorporated in, the same as or is required by:
    - A. AS5100 (2004);
    - B. any applicable Standard under the State Project Requirements;
    - C. any Rail Interface Parties' Requirements; or
    - D. any Facility Owner's, Authority or other third party's usual requirements,and which existed prior to 31 March 2017; or
  - (ii) which is a requirement set out in the Project Scope (as at the date of this Agreement).
- (d) **(Reasonable endeavours)**: Project Co must:
- (i) use all reasonable endeavours to assist the State, a Facility Owner, Road Interface Party, Rail Interface Party to mitigate or avoid; and
  - (ii) notify the State promptly if any Facility Owner, Road Interface Party, Rail Interface Party, Authority or any third party seeks to impose,
- any AS5100 (2017) Requirement.
- (e) **(Interpretation)**: For the avoidance of doubt, nothing in clauses 2.2, 2.3 or 2.4 will limit clauses 2.22(a) to 2.22(d).

- (f) **(Change in Policy):** If, notwithstanding clauses 2.22(a) and 2.22(b), Project Co is required to comply with an AS5100 (2017) Requirement in carrying out the Project Activities, such requirement will be a Change in Policy for the purposes of clause 34.7 and the State must issue (and will be deemed to have issued) a direction to Project Co under clause 34.7(b) to comply with the AS5100 (2017) Requirement.
- (g) **(Dispute):** If there is a dispute as to whether Project Co is required to comply with AS5100 (2017) as an AS5100 (2017) Requirement in accordance with clause 2.22(c)(i), the party asserting that Project Co is or was required to do so must demonstrate that the relevant requirement to comply with AS5100 (2017) as an AS5100 (2017) Requirement existed prior to 31 March 2017. A determination by the Independent Reviewer and Environmental Auditor that clause 2.22(c)(i) applies is capable of dispute for the purposes of clause 9.6(b).
- (h) **(IREA):** For the avoidance of doubt, decisions of the Independent Reviewer and Environmental Auditor must be made in accordance with this clause 2.22.

## 2.23 Relevant Legislation

The parties acknowledge that the Project Documents are made for the purpose of an approved project under the Relevant Legislation.

## 2.24 Accession of Trustee under the D&C Subcontract

Project Co may only issue a written request in accordance with clause 63(b) of the D&C Subcontract on or after the Date of Parliamentary Support (CityLink).

## 2.25 Contingent Schedules

The parties agree to be bound by, and comply with, the terms of each of:

- (a) the Additional State Contribution Schedule;
- (b) the Enforcement Payments Schedule;
- (c) the Adjustment Events Schedule;
- (d) the WGT Legislation Commencement Schedule; and
- (e) the CityLink Amendments Schedule.

## 2.26 Tolling System, Tolling Back Office System and Asset Management System

Where any term of this Agreement requires Project Co to provide systems, functionality or licences to the State or its nominee in connection with Handover and/or a Step-In Event, the definitions of "Tolling System", "Tolling Back Office System" and "Asset Management System" as set out in clause 1 are to be interpreted as follows:

- (a) Tolling System means the Tolling Back Office System (interpreted in accordance with clause 2.26(b)) and the RSS;
- (b) where the systems in use by or on behalf of Project Co at the relevant time to meet the requirements for the Tolling Back Office (as described in the PSR) exceed those requirements, those systems will (excluding, where they are part of a bureau system, functionality of that bureau system not used by or on behalf of Project Co for the Project) be taken to form part of the Tolling Back Office System; and

- (c) where the systems in use by or on behalf of Project Co at the relevant time to meet the requirements for the Asset Management System (as described in the PSR) exceed those requirements, those systems will (excluding, where they are part of a bureau system, functionality of that bureau system not used by or on behalf of Project Co for the Project) be taken to form part of the Asset Management System.

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### **3. Conditions Precedent**

#### **3.1 Commencement**

This Agreement will not commence until each of the Conditions Precedent has been satisfied (or waived in accordance with clause 3.3), except for, subject to clause 3.1A, the provisions contained in:

- (a) clause 1 (Definitions);
- (b) clause 2.1 (Interpretation);
- (c) clause 2.11 (Relationship of the parties);
- (d) clause 2.12 (State's executive rights and duties);
- (e) clause 2.13 (Reasonable endeavours of State);
- (f) clause 2.14 (Reduction in State liability for Relief Events);
- (g) this clause 3 (Conditions Precedent);
- (h) clause 4 (Term);
- (i) clause 5.1 (Project Co's primary obligations);
- (j) clause 5.4 (All Risks);
- (k) clause 8.1 (Key Approvals to be obtained by the State);
- (l) clause 9.2 (Parties' representatives);
- (m) clause 12 (Health and safety);
- (n) clause 16 (Building Code);
- (o) clause 39.8 (Indemnity for Project Co breach);
- (p) clause 39.9 (General indemnity);
- (q) clause 39.10 (Release);
- (r) clause 40 (Insurance);
- (s) clause 43 (Dispute resolution);
- (t) clause 44 (Arbitration);
- (u) clause 45 (Representations and warranties);
- (v) clause 47 (Project Co to inform itself);

- (w) clause 48 (Restrictions on Project Co);
- (x) clause 49 (Assignment, amendments and change in ownership);
- (y) clause 50 (Financial Model);
- (z) clause 53.2 (Confidential Information and disclosure);
- (aa) clause 59 (Probity Events and Probity Investigations);
- (bb) clause 60 (Notices and bar to Claims); and
- (cc) clause 61 (Miscellaneous),

(the "**Day 1 Clauses**") which will commence on the date of this Agreement.

### 3.1A Early Activities

The Day 1 Clauses will not apply to or in respect of the WD Early Activities and the D&C Early Activities, and the parties acknowledge and agree that any WD Early Activities or D&C Early Activities performed by Project Co or the D&C Subcontractor (as applicable) after the date of this Agreement will continue to be governed as between the State and Project Co by the terms of the Western Distributor Commitment Deed.

### 3.2 Satisfaction of Conditions Precedent

- (a) **(State to use reasonable endeavours):** The State must use reasonable endeavours to satisfy each Condition Precedent which is expressed to be included for the benefit of Project Co (or Project Co and the State) by the relevant Condition Precedent Deadline and must notify Project Co as such Conditions Precedent are satisfied.
- (b) **(Project Co to satisfy):** Project Co must satisfy each Condition Precedent which is expressed to be included for the benefit of the State (or Project Co and the State) by the relevant Condition Precedent Deadline and must notify the State as such Conditions Precedent are satisfied.
- (c) **(Notice at Financial Close):** When the last of the Conditions Precedent to be satisfied has been satisfied or waived, the State Representative must confirm that all of the Conditions Precedent have been satisfied or waived and the date upon which the last of the Conditions Precedent was satisfied or waived.

### 3.3 Waiver of Conditions Precedent

- (a) **(Conditions Precedent Schedule):** The Conditions Precedent Schedule sets out which party benefits from the satisfaction of each Condition Precedent.
- (b) **(Waiver):** A Condition Precedent is only waived if:
  - (i) where the Condition Precedent is included for the benefit of a particular party as set out in the Conditions Precedent Schedule, that party gives notice of the waiver of the Condition Precedent to the other party; and
  - (ii) where the Condition Precedent is included for the benefit of both parties, both parties agree to waive the Condition Precedent.

### 3.4 Failure to satisfy Condition Precedent Deadline

If the Conditions Precedent are not satisfied (or waived in accordance with clause 3.3) by the relevant Condition Precedent Deadline, then:

- (a) **(State option to terminate)**: the State may, at its option, terminate this Agreement upon the State giving not less than 5 Business Days' notice to Project Co; and
- (b) **(State Project Documents terminated)**: each of the State Project Documents will be taken to have been terminated at the time this Agreement is terminated and will be of no further force or effect.

### 3.5 Post Close IP Deliverables

- (a) Project Co must deliver to the State each of the documents set out in the Post Close IP Deliverables Schedule by 31 May 2018.
- (b) The State will reasonably consider any amendments which are proposed to the Escrow Agreements by the parties thereto.

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## 4. Term

### 4.1 Commencement date

Subject to clause 3.1, this Agreement commences on the date of Financial Close.

### 4.2 Expiry Date

This Agreement will terminate on the Final Expiry Date unless terminated earlier, in which case this Agreement will expire on the date of such earlier termination (in each case the **Expiry Date**).

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## 5. Overarching obligations

### 5.1 Project Co's primary obligations

- (a) **(Deliver the Project)**: Project Co must carry out the Project Activities in accordance with:
  - (i) the State Project Documents;
  - (ii) all applicable Laws;
  - (iii) subject to section 2.1(d) of Part A of the PSR, Best Industry Practices; and
  - (iv) all applicable Standards.
- (b) **(Comply with directions)**: Project Co must comply with:
  - (i) all Modification Orders and its obligations with respect to Streamlined Modification Proposals; and
  - (ii) all directions or determinations given in accordance with the State Project Documents by the State or its delegates, the State Representative or its delegates, or the Independent Reviewer and Environmental Auditor.

- (c) **(Reference Documents):** The parties acknowledge and agree that clauses 5.1(a)(iii) and 25.5(a)(iv) do not require Project Co to comply with any Reference Document to the extent that a requirement to comply with such Reference Document would be inconsistent with section 2.1(b)(i) of Part A of the PSR.

## 5.2 Grant of concession

The State grants to Project Co the right to:

- (a) design, construct and commission the Works;
- (b) operate, maintain and repair the West Gate Tunnel;
- (c) maintain and repair the Maintained Off-Freeway Facilities;
- (d) impose and collect tolls and administrative fees and charges for the use of the West Gate Tunnel; and
- (e) raise revenues from other lawful uses of the West Gate Tunnel approved by the State,

subject to, and in accordance with, the terms of this Agreement.

## 5.3 Fit for Purpose Warranty

Project Co warrants that:

- (a) **(West Gate Tunnel Completion):** in respect of West Gate Tunnel Completion (other than in respect of the Tolling Works and any Remaining Works), at all times on and from the Date of West Gate Tunnel Completion until the end of the Term, the West Gate Tunnel and the Maintained Off-Freeway Facilities;
- (b) **(Tolling Completion):** in respect of the Tolling Works, on and from the Date of Tolling Completion until the end of the Term, the Tolling Works; and
- (c) **(Close-Out):** in respect of the Remaining Works, on and from the Date of Close-Out until the end of the Term, the Remaining Works,

will:

- (d) **(Fit for Purpose):** be Fit For Purpose; and
- (e) **(Laws and Standards):** comply with:
  - (i) all applicable Laws; and
  - (ii) all applicable Standards,

(the FFP Warranty).

## 5.4 All risks

- (a) **(All risks and no claim):** Subject to clauses 5.4(b) and 5.4(c) and except as otherwise expressly provided in the State Project Documents [and the Settlement Direct Provisions](#), as between the State and Project Co:
  - (i) Project Co accepts all risks (and the cost of such risks) in connection with delivering the Project; and

- (ii) Project Co is not entitled to make any Claim against the State or the State's Associates in connection with the Project or the Project Documents (but without limiting Project Co's right to raise any defence in relation to a Claim made by the State or the State's Associates against Project Co).
- (b) **(State breach and third party liability):** Clause 5.4(a) and (notwithstanding clause 2.3(a)) clause 14.2 of the Port Land Deed does not exclude or limit any Liability the State or its Associates may have to Project Co or any of its Associates under the State Project Documents [and the Settlement Direct Provisions](#) or at Law:
  - (i) without limiting clauses 5.4(b)(ii), 5.4(b)(iii) or 5.4(b)(iv), for a failure by the State to pay an amount that is due and payable to Project Co in accordance with:
    - A. a State Project Document to the extent that the amount relates to Liabilities incurred by the CityLink Parties; ~~or~~
    - [B.](#) the Additional State Contribution Schedule, the Enforcement Payments Schedule or the Adjustment Events Schedule; [or](#)
    - ~~B-C.~~ [the Settlement Direct Provisions;](#)
  - (ii) if Project Co or its Associates incur a Liability in respect of a breach by the State or its Associates of any State Project Document [or Settlement Direct Provision](#), except where the Liability is:
    - A. in respect of delay to the progress of the Works (for which Project Co's entitlement is limited in accordance with clauses 23.5, 23.10 and 23.14); or
    - B. a Liability for breach of this Agreement which triggers a Key Risk Event (for which Project Co's entitlement in respect of that Key Risk Event is limited in accordance with clause 27);
  - (iii) if Project Co or its Associates incur any Liability to a third party in respect of death, personal injury or damage to property, to the extent that the Liability of Project Co or its Associates is a consequence of:
    - A. a breach by the State or its Associates of a State Project Document [or a Settlement Direct Provision](#);
    - B. a fraudulent, reckless, unlawful, negligent or malicious act or omission of the State or a State Associate; or
    - C. Project Co not being required to comply with AS5100 (2017) in carrying out the Project Activities, except as set out in clause 2.22(c); or
  - (iv) if Project Co or its Associates incur any Liability on or after the Date of Tolling Completion, to the extent that the Liability of Project Co or its Associates is a consequence of a State Act of Prevention.
- (c) **(Deemed State Project Document):** To the extent that a State Associate expressly assumes a Liability under an agreement with Project Co in relation to the Project, that agreement will be deemed to be a State Project Document for the purpose of this clause 5.4.

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## 6. Land

### 6.1 Property Committee

In order to coordinate and facilitate the land issues for the Project, the State and Project Co will form a consultative committee (**Property Committee**) comprising:

- (a) at least two representatives from the State; and
- (b) at least two representatives from Project Co, at least one of which may be a representative of the D&C Subcontractor,

which will conduct its proceedings in the manner agreed between the State and Project Co.

### 6.2 Land Availability Plans

- (a) **(State to make available):** Subject to clauses 6.7(c), 6.2(d) and 6.2(e), the State will make each relevant parcel of land specified in the Land Availability Plans available to Project Co and NewCo, by the dates and, to the extent that a duration is specified, for the duration specified for that parcel of land in the Land Availability Plans and otherwise in accordance with the terms of this Agreement, by one of the following processes:
  - (i) by granting a Construction Licence in accordance with clause 6.5(a);
  - (ii) by an alternative process determined by the State, which process may involve sections 167 or 170 of the Relevant Legislation, or section 75 of the *Land Acquisition and Compensation Act 1986* (Vic) (as amended by section 119 of the Relevant Legislation), under which Project Co and NewCo will be granted access to the relevant parcel of land on terms equivalent to those contained in the Construction Licence, and as a minimum, with sufficient rights to carry out the D&C Activities on that parcel of land in accordance with this Agreement; or
  - (iii) by an alternative process described in clause 6.6.
- (b) **(No other rights):** Except as provided for in this clause 6 and clause 28.10, the State has no obligation to provide Project Co or NewCo with any rights identified in the Land Availability Plans relating to land or any other rights in respect of land required for the Project.
- (c) **(Adjustment of Land Availability Plans):** The Land Availability Plans may only be adjusted in accordance with clause 6.3.
- (d) **(State to make available):** Subject to clause 6.2(f), the State will make each Additional Land Parcel specified in Table H15.2 of Part H15 of the PSR available to Project Co and NewCo (as applicable), by the dates and for the purposes specified for that parcel of land and, to the extent that a duration is specified in section 3 of Part J of the PSR for that parcel of land, for that duration. Project Co must provide all required information and reasonable assistance requested by the State in making available the Additional Land Parcels.
- (e) **(State to use reasonable endeavours):** The State will use its reasonable endeavours to make each Additional Land Parcel specified in Table H15.3 of Part H15 of the PSR available to Project Co and NewCo (as applicable), by the dates and for the purposes specified for that parcel of land and, to the extent that a duration is specified in section 3 of Part J of the PSR for that parcel of land, for that duration.



- (f) **(No Obligation):** If the State cannot make Additional Land Parcel AP6 as set out in Table H15.2 of Part H15 of the PSR available to Project Co and NewCo by the relevant date set out in Table 15.2:
- (i) the Concept Design will be changed to delete the works as set out in Part K22 of the PSR on AP6 (**Omitted Scope**);
  - (ii) Project Co will have no obligation to deliver the Omitted Scope; and
  - (iii) Project Co will not be entitled to make any Claim against the State or its Associates in connection with the Omitted Scope.

### 6.3 Adjustment of Land Availability Plans

- (a) **(Project Co may request):** Subject to clauses 6.3(b) and 6.3(c), Project Co may submit a notice to the State for review in accordance with the Review Procedures, requesting that the Land Availability Plans be amended to:
- (i) include additional parcels of land;
  - (ii) defer the availability date of an existing parcel of land referred to in the Land Availability Plans which:
    - A. changes the duration of the access period for that parcel of land; or
    - B. does not change the duration of the access period for that parcel of land; or
  - (iii) bring forward the availability date of an existing parcel of land referred to in the Land Availability Plans which:
    - A. changes the duration of the access period for that parcel of land; or
    - B. does not change the duration of the access period for that parcel of land.
- (b) **(Project Co's Notice under clause 6.3(a)(i)):** Project Co's notice under clause 6.3(a)(i) must include details of:
- (i) the additional parcel of land (including height and depth) required by Project Co and NewCo;
  - (ii) the purpose for which Project Co and NewCo require that additional parcel of land;
  - (iii) the date by which Project Co and NewCo reasonably anticipate they require access to the additional parcel of land; and
  - (iv) any consequential amendments required to the Land Availability Plans.
- (c) **(Project Co's Notice under clauses 6.3(a)(ii) or 6.3(a)(iii)):** Project Co's notice under clauses 6.3(a)(ii) or 6.3(a)(iii) must include details of the amended availability date being requested.
- (d) **(State may exercise powers):** Subject to clause 6.3(e), within a reasonable period following receipt of a notice under:

- (i) clause 6.3(a)(i), if the State has the legislative power under the Relevant Legislation (or any equivalent legislation) enabling it to do so; or
- (ii) clause 6.3(a)(iii), if the State is reasonably able to make the parcel of land available by the amended availability date,

the State may:

- (iii) agree to amend the Land Availability Plans under clause 6.3(h) and impose any reasonable conditions required by the State in connection with the request made by Project Co under clause 6.3(a)(i) or 6.3(a)(iii) (as applicable); or
  - (iv) advise Project Co that it will not agree to the request made by Project Co under clause 6.3(a)(i) or 6.3(a)(iii) (as applicable).
- (e) **(Excluded parcels of land):** Project Co will not be entitled to make a request under clauses 6.3(a)(ii) or 6.3(a)(iii) in respect of the Port Transaction Land, any land licensed under the WGT Road Licence or any residential land.
- (f) **(Project Co accepts all risks):** Project Co accepts all risks under this clause 6.3, including:
- (i) the risk of any unavailability or delay in making a parcel of land available;
  - (ii) any risk arising as a result of compliance with the conditions imposed in the determination by the State under clause 6.3(d)(iii);
  - (iii) subject to clause 6.3(i), all costs incurred by the State (including land acquisition costs), provided that the State has used reasonable endeavours to mitigate such costs, which will be a debt due and payable by Project Co to the State; and
  - (iv) the risk that the State does not agree to a request in accordance with clause 6.3(d)(iv).
- (g) **(Payment as a condition of exercise of power):** The State may, as a condition of exercising its powers under clause 6.3(d)(iii), require Project Co to deposit sufficient funds into its nominated bank account in order to meet all costs that the State reasonably anticipates that it will incur as a result of the exercise of its powers.
- (h) **(Adjustment of the Land Availability Plans):** If:
- (i) the State agrees to amend the Land Availability Plans under clause 6.3(d)(iii); or
  - (ii) Project Co provides a notice under clause 6.3(a)(ii) in accordance with clause 6.3(c),

then the Land Availability Plans will be amended by the State to reflect the:

- (iii) additional parcel of land to be made available by the State and the date upon which the State will make such land available to Project Co and NewCo, having regard to the date advised by Project Co under clause 6.3(b)(iii) and the exercise of the State's powers to make the parcel available; or
- (iv) amended availability date of an existing parcel of land,

(as the case may be), including any consequential amendments required to remove Land Availability Plans, as a result of the inclusion of an additional parcel of land.

- (i) **(Relief event):** Project Co's obligation to pay the State's costs under clause 6.3(f)(iii) does not apply to the extent that:
- (i) a Relief Event delays the carrying out of the Project Activities for a period of time, and there is no other concurrent delay to those Project Activities resulting from a cause that is not a Relief Event during that period of time (**Access Delay Period**);
  - (ii) as a result of the Access Delay Period, the Project Activities could not be performed during the period provided for in the Land Availability Plans in respect of the land required for the performance of those Project Activities (**Access Delay Project Activities**); and
  - (iii) the access to land procured by the State following a Project Co request under clause 6.3(a) was required to carry out the Access Delay Project Activities (and no other Project Activities),

provided that Project Co must provide the State with:

- (iv) a notice detailing the relevant Relief Event and the estimated delay to the Project Activities caused by the Relief Event within 15 Business Days after the date Project Co becomes aware of the Relief Event; and
- (v) a notice advising the State that the delay caused by the Relief Event has ceased, and Project Co's opinion of the Access Delay Period and the Access Delay Project Activities, within 15 Business Days after cessation of the delay caused by the Relief Event.

## 6.4 Permitted use

Except as otherwise expressly provided in the State Project Documents, Project Co must not use or permit the use of the Construction Areas, Maintenance Areas or Leased Area for any purpose other than as permitted under this Agreement, the Construction Licence, the Maintenance Licence, the Lease, the Lease (NewCo) or the terms of any legislation under which access is granted.

## 6.5 Grant of Licences

- (a) **(Construction Licence):** Subject to the other provisions of this Agreement affecting access or granting rights in relation to land, the State will grant or procure the grant to Project Co and NewCo of a non-exclusive licence under section 173 of the Relevant Legislation or other means:
- (i) in respect of the Licensed Construction Areas;
  - (ii) substantially in the form of, and on the terms and for the purposes specified in, the Construction Licence and the PSR; and
  - (iii) otherwise on such other terms imposed by the State (acting reasonably):
    - A. having regard to the nature, location, hours and mode of construction of the Works for which the Construction Licence is granted; and
    - B. in consultation with the Property Committee.

- (b) **(Maintenance Licence):** Subject to the other provisions of this Agreement affecting access or granting rights in relation to land, the State will grant, or procure the grant to, Project Co of a non-exclusive licence under section 173 of the Relevant Legislation:
- (i) in respect of the Licensed Maintenance Areas;
  - (ii) with effect on and from the Date of West Gate Tunnel Completion until the Expiry Date;
  - (iii) substantially in the form of, and on the terms and for the purposes specified in the Maintenance Licence and the PSR; and
  - (iv) otherwise on such other terms imposed by the State (acting reasonably):
    - A. having regard to the nature and location of:
      - 1) Project Co's obligations in relation to the Licensed Maintenance Areas under this Agreement; and
      - 2) OpCo's obligations (if any) in relation to incident response outside of the Leased Area or Licensed Maintenance Areas; and
    - B. in consultation with the Property Committee.
- (ba) **(Returned Works licence):** To the extent that any part of the Returned Works is a Maintained Off-Freeway Facility, the State will grant, or procure the grant to, Project Co a licence on substantially the same terms to those set out in clause 6.5(b) on and from the Date of Handback of the relevant Returned Works.
- (bb) **(No interference):** When accessing or utilising the Licensed Maintenance Areas, the State must not, and must ensure that its Associates and any other person permitted by it to access or utilise the Licensed Maintenance Areas do not, unnecessarily interfere with the carrying out of the Project Activities.
- (c) **(Project Co bears risk of obtaining access):** Project Co bears all risks in relation to, and is responsible for, gaining access to and from the Site, including any failure to gain, or delay in gaining, access to the Site (other than to the extent arising out of a failure by the State to comply with its obligations under clause 6.2, this clause 6.5, clause 6.6 or clause 6.9).
- (d) **(Progressive removal of materials and make good):** During the term of a Construction Licence or Maintenance Licence, Project Co must, as soon as practicable after completion of any Project Activities on any part of the Construction Areas or Maintenance Areas:
- (i) remove all plant, equipment, machinery, facilities and vehicles; and
  - (ii) make good all damage or Contamination caused by Project Co's or NewCo's use and occupation of that part of the Construction Areas or Maintenance Areas (as the case may be), including removing all rubbish and debris,

unless Project Co is expressly not required to do so by the State Project Documents.

- (e) **(End of Construction Licence, Maintenance Licence):** Project Co must, at the end of the:
  - (i) Construction Licence, reinstate the Licensed Construction Areas, in accordance with the terms of the Construction Licence; and
  - (ii) Maintenance Licence, reinstate the Licensed Maintenance Areas, in accordance with the terms of the Maintenance Licence.
- (f) **(Development of Maintenance Area Plans):** On or before the date which is 6 months prior to the Date of West Gate Tunnel Completion, the State must provide Project Co with the Licensed Maintenance Area Plans which must, unless the parties otherwise agree, include:
  - (i) the areas comprising the Maintained Off-Freeway Facilities in accordance with the Maintenance Principles; and
  - (ii) any other areas reasonably required by Project Co to enable it to discharge its obligations under this Agreement and the Maintenance Licence in relation to the Maintained Off-Freeway Facilities.

## 6.6 Other D&C Access Areas and Other Maintenance Access Areas

- (a) **(Access to Port land):** The State will make access to the:
  - (i) WGT Road Area available in accordance with the WGT Road Licence; and
  - (ii) Port Transaction Land available in accordance with the Port Land Deed, by the dates set out in the Land Availability Plans.
- (b) **(Access to Rail Land):**
  - (i) Project Co acknowledges that:
    - A. the terms and conditions of access to Category 1 Rail Land will be subject to the Rail Projects Agreements and Interstate Infrastructure Lease, in accordance with clause 10.12(d);
    - B. the terms and conditions of access to Category 2 Rail Land will be subject to the Direct Interface Agreements, in accordance with clause 10.12(e);
    - C. under the WGT Rail Licence, Project Co is required to notify VicTrack of any consents obtained from a Category 1 Rail Interface Party or Category 2 Rail Interface Party in relation to relocations carried out on Category 1 Rail Land or Category 2 Rail Land (as applicable); and
    - D. in relation to Category 3 Rail Land, once:
      - 1) a parcel that is Category 3 Rail Land is vacated following the issue of a notice to vacate by VicTrack to the Category 3 Rail Interface Party; or
      - 2) the leasehold interest in the Category 3 Rail Land is surrendered to VicTrack in accordance with clause 6.7(a),

the Category 3 Rail Land will become Category 4 Rail Land.

- (ii) Without limiting clause 6.8(d), the State will make access to the Category 4 Rail Land available in accordance with the WGT Rail Licence.

## 6.7 Obtaining possession or occupation of land

- (a) **(Notice to vacate):** Subject to clause 6.7(e), not later than 10 Business Days prior to the date by which the State must make available to Project Co and NewCo any parcel of land as specified in the Land Availability Plans (or 60 Business Days prior to the date specified in the Land Availability Plans in respect of the land parcels identified in clause 6.7(c)(v)), the State will, where applicable, issue a notice of its intention to enter into possession or occupation of the land (as the case may be) to the occupier of that land in accordance with the requirements of the Relevant Legislation (or any equivalent legislation).
- (b) **(Project Co to take necessary action):** Without limiting Project Co's obligations under the PSR, on the earlier of:
  - (i) the date the State must make available to Project Co and NewCo any parcel of land as specified in the Land Availability Plans (other than Roads); and
  - (ii) 10 Business Days after the State issues, where applicable, a notice of its intention to enter into possession or occupation of the land (as the case may be) to the occupier of that land in accordance with the requirements of the Relevant Legislation (or any equivalent legislation),

Project Co must, subject to clause 6.7(c), unless otherwise agreed by the State, immediately fence off and secure that parcel of land.

- (c) **(Procedure where refusal to give up possession or occupation):**
  - (i) If the owner or occupier of the land:
    - A. refuses to give up possession or occupation of the land (as the case may be); or
    - B. prevents Project Co or NewCo from taking possession or occupation of the land (as the case may be),after the State has issued a notice under clause 6.7(a), Project Co must immediately give notice of such fact, including all relevant details, to the State.
  - (ii) On receipt by the State of a notice under clause 6.7(c)(i), the State will issue a warrant to the sheriff in accordance with the Relevant Legislation (or any equivalent legislation) or otherwise take steps to enforce any entitlement to such possession or occupation (as the case may be).
  - (iii) The State must ensure that the sheriff delivers possession or occupation (as the case may be) of the land to Project Co and NewCo or otherwise takes steps to enforce any entitlement to possession or occupation (as the case may be) so that possession or occupation is provided within 60 Business Days (or 40 Business Days in respect of the land parcels identified in clause 6.7(c)(v)) of receipt by the State of a notice under clause 6.7(c)(i).

- (iv) On delivery of possession or occupation (as the case may be) of the land to Project Co or NewCo under clause 6.7(c)(iii), Project Co must, unless otherwise agreed by the State, immediately fence off and secure that land.
- (v) For the purposes of clauses 6.7(a) and 6.7(c)(iii), the identified land parcels are the relevant portions of West Gate Freeway Land Parcels 485, 498, 569, 582, 583 and 568.
- (d) **(Project Co to comply with the *Fences Act 1968* (Vic)):** Project Co must comply with any notice issued by an occupier of any adjoining land to the Project Area under the *Fences Act 1968* (Vic).
- (e) **(Northern Portal Land):** The parties agree that this clause 6.7 does not apply to the Northern Portal Land parcels 27 and 33.

## 6.8 Access to Roads

- (a) Subject to clauses 6.8(b), 6.8(c) and 6.8(d), Project Co must obtain access to Roads in accordance with the PSR.
- (b) Clause 10.11 applies in relation to Project Co's access to CityLink.
- (c) Project Co must obtain access to Mackenzie Road, and any other roads managed by the Port Manager, in accordance with the Port Land Deed and the WGT Road Licence.
- (d) Project Co must obtain access to Category 4 Common Roads and Tracks in accordance with the WGT Rail Licence.

## 6.9 West Gate Tunnel Lease Plan

- (a) **(Certified Lease Survey Plan):** Without limiting clause 6.10(c), Project Co must submit to the State prior to the expected Date of West Gate Tunnel Completion:
  - (i) a survey plan of the proposed areas to be the subject of either the Lease or the Lease (NewCo) which:
    - A. sets out the location of the proposed areas (limited as to height and depth);
    - B. encompasses that land reasonably necessary (limited as to height and depth) for Project Co to comply with its obligations under this Agreement and the Lease and for NewCo to comply with its obligations under the Lease (NewCo);
    - C. identifies the location and purpose of any rights of way or access reasonably necessary for Project Co and NewCo to have, in order for Project Co to perform its obligations under this Agreement or Maintenance Licence and the proposed Lease and for NewCo to comply with its obligations under the Lease (NewCo) respectively;
    - D. takes into account departures from the Lease Principles as a result of the changes (if any) made to the Design Documentation and the Land Availability Plans and which is otherwise based on, and consistent with, the Lease Principles;



- E. delineates which areas will be the subject of the Lease and which areas will be the subject to the Lease (NewCo); and
  - F. complies with the PSR; and
- (ii) a certificate which certifies that the West Gate Tunnel has been, or will be, constructed so as to comply with clauses 18.1(b)(iv) and 18.1(b)(v), signed by a licensed surveyor,
- (Certified Lease Survey Plan).**
- (b) **(Departures Report):** Project Co must submit to the State, at the same time as the Certified Lease Survey Plan, a report which identifies the departures from the Lease Principles as a result of the changes (if any) made to the Design Documentation and the Land Availability Plans.
- (c) **(Plan information):** If required by the State, Project Co must make available the appropriate personnel to explain the Certified Lease Survey Plan and to provide information in relation to the Certified Lease Survey Plan, in such form and substance as the State requests.
- (d) **(State Approval):** Project Co must allow the State a reasonable time, which must be not less than 40 Business Days, within which to:
- (i) approve the Certified Lease Survey Plan; or
  - (ii) submit to Project Co amendments to the Certified Lease Survey Plan.
- (e) **(Approval of Certified Lease Survey Plan):** If the State:
- (i) approves the Certified Lease Survey Plan submitted by Project Co under clause 6.9(d)(i); or
  - (ii) fails to approve or submit amendments to the Certified Lease Survey Plan under clause 6.9(d),
- then the Certified Lease Survey Plan will be:
- (iii) the West Gate Tunnel Lease Plan (in respect of those areas the subject of the Lease); and
  - (iv) the West Gate Tunnel Lease (NewCo) Plan (in respect of those areas the subject of the Lease (NewCo)).
- (f) **(Amendments to Certified Lease Survey Plan):** If the State submits amendments to the Certified Lease Survey Plan under clause 6.9(d)(ii), then:
- (i) the State and Project Co must consult in good faith, and use their reasonable endeavours, to establish the amendments required to the Certified Lease Survey Plan, having regard to the:
    - A. Lease Principles;
    - B. State's requirement that the West Gate Tunnel Lease Plan must only encompass that land reasonably necessary (limited as to height and depth) for Project Co to comply with its obligations under this Agreement and the Lease; and



- C. State's requirement that the West Gate Tunnel Lease (NewCo) Plan must only encompass that land reasonably necessary (limited as to height and depth) for NewCo to comply with its obligations under the Lease (NewCo)); and
- (ii) if, and to the extent that, amendments are agreed, the revised Certified Lease Survey Plan agreed by the State and Project Co will be:
  - A. the West Gate Tunnel Lease Plan (in respect of those areas the subject of the Lease); and
  - B. the West Gate Tunnel Lease (NewCo) Plan (in respect of those areas the subject of the Lease (NewCo)).
- (g) **(Dispute):** If the State and Project Co do not agree on the amendments required to the Certified Lease Survey Plan within 10 Business Days (or such longer period agreed by the parties) after the commencement of the consultation under clause 6.9(f)(i), then the parties must refer the matter for resolution under clause 43 and the State's reasonable requirements for the West Gate Tunnel Lease Plan or the West Gate Tunnel Lease (NewCo) Plan will be deemed to be incorporated into the Lease or the Lease (NewCo) (as applicable) for the purposes of clause 6.10(c), until otherwise determined in accordance with clauses 43 to 44.

## 6.10 Grant of Lease

- (a) **(Lease Term):** Subject to West Gate Tunnel Completion having occurred, and on finalisation of the West Gate Tunnel Lease Plan and the West Gate Tunnel Lease (NewCo) Plan under clause 6.9(e), 6.9(f) or 6.9(g) (as the case may be), the State will grant or will procure:
  - (i) the grant of the Lease to Project Co:
    - A. for a term which will:
      - 1) be deemed, under clause 6.10(f), to commence on the earliest of:
        - a) West Gate Tunnel Completion;
        - b) the Date of West Gate Tunnel Completion; and
        - c) a date that is agreed between the parties; and
      - 2) end on the Expiry Date; and
    - B. on the terms and conditions set out in the Lease; and
  - (ii) the grant of the Lease (NewCo) to NewCo:
    - A. for a term which will:
      - 1) be deemed, under clause 6.10(f), to commence on the earliest of:
        - a) West Gate Tunnel Completion;

- b) the Date of West Gate Tunnel Completion; and
        - c) a date that is agreed between the parties; and
      - 2) end on the Expiry Date; and
    - B. on the terms and conditions set out in the Lease (NewCo).
  - (b) **(Registration)**: The State will, if reasonably requested by Project Co:
    - (i) take all reasonable steps to grant the Lease and the Lease (NewCo) in a registrable form; and
    - (ii) do all things reasonably required by Project Co to enable the Lease or the Lease (NewCo) (as applicable) to be registered on the register maintained by the Registrar of Titles under the *Transfer of Land Act 1958* (Vic).
  - (c) **(Delivery)**: Not later than 20 Business Days prior to the expected Date of West Gate Tunnel Completion, Project Co must prepare and deliver to the State three counterparts of the Lease and the Lease (NewCo) which:
    - (i) are in a registrable form, if Project Co has requested that the State grant the Lease or Lease (NewCo) in a registrable form under clause 6.10(b)(i), and
    - (ii) are:
      - A. executed by Project Co or NewCo (as applicable); and
      - B. complete, except for those matters that the State is authorised to complete under clause 6.10(d).
  - (d) **(Authority to complete)**: Project Co authorises (and must procure that NewCo authorises) the State to complete the Lease and the Lease (NewCo) by inserting:
    - (i) the commencement date of the Lease and the Lease (NewCo) as determined under clause 6.10(a);
    - (ii) the:
      - A. West Gate Tunnel Lease Plan, as an annexure to the Lease;
      - B. the West Gate Tunnel Lease (NewCo) Plan, as an annexure to the Lease (NewCo); and
    - (iii) any other particulars necessary to complete the Lease and the Lease (NewCo).
  - (e) **(Execution)**: The State will complete the counterparts of the Lease and the Lease (NewCo) delivered by Project Co, execute each counterpart and return one of the completed and executed counterparts for each of the Lease and the Lease (NewCo) to Project Co.
  - (f) **(Lease to have effect from West Gate Tunnel Completion)**: On the earliest of:
    - (i) West Gate Tunnel Completion;

- (ii) the Date of West Gate Tunnel Completion; and
- (iii) a date that is agreed between the parties,

whether or not the Lease or the Lease (NewCo) has been executed by both parties to them by that date:

- (iv) each of the State and Project Co will be bound by the Lease as if the Lease had been fully completed and executed;
  - (v) the State will be bound by the Lease (NewCo) as if the Lease (NewCo) had been fully completed and executed; and
  - (vi) Project Co will procure that NewCo will be bound by the Lease (NewCo) as if the Lease (NewCo) had been fully completed and executed.
- (g) **(Sub-lease):** The State authorises NewCo to grant a sub-lease to Project Co in respect of those areas the subject of the Lease (NewCo), on the terms of the NewCo Sub-Lease.
- (h) **(Alternate Traffic Control Room):** Upon expiry or termination of the CityLink Concession Deed, the State will grant or will procure the grant of a lease to Project Co on terms substantially similar to the terms (including, for the avoidance of doubt, the obligation to pay 'Rent' (other than paragraph (b) of the definition of 'Rent' as that term is defined in the Lease)) of the Lease in respect of the property at 49 Balston St, Southbank, including the Alternate Traffic Control Room there, and all plant, machinery, equipment, fixtures, furniture, fittings, landscaping, spare parts and other improvements on or in the Alternate Traffic Control Room.
- (i) **(Indemnity in respect of commencement of Lease and Lease (NewCo)):** Subject to clause 6.10(k), Project Co indemnifies the State and its Associates in respect of any Claim or Liability incurred by the State and its Associates arising out of or in connection with the commencement of the Lease and the Lease (NewCo) prior to the Date of West Gate Tunnel Completion, except where the parties agree a date for the commencement of the Lease and Lease (NewCo) in accordance with clauses 6.10(a)(i)A.1)c), 6.10(a)(ii)A.1)c) and 6.10(f)(iii).
- (j) **(Release):** Subject to clause 6.10(k), Project Co releases, and must procure that each of its Associates releases, each of the parties indemnified by Project Co in accordance with clause 6.10(i) from any Claim or Liability arising out of or in connection with the commencement of the Lease and the Lease (NewCo) prior to the Date of West Gate Tunnel Completion, except where the parties agree a date for the commencement of the Lease and Lease (NewCo) in accordance with clauses 6.10(a)(i)A.1)c), 6.10(a)(ii)A.1)c) and 6.10(f)(iii).
- (k) **(Exception to indemnity and release):** Project Co's liability to indemnify or release the State and its Associates under clause 6.10(i) and clause 6.10(j) is reduced to the extent that the Claim or Liability arises as a result of a risk that the State has otherwise assumed under the State Project Documents prior to the Date of West Gate Tunnel Completion.

## 6.11 Termination of this Agreement

If this Agreement is terminated prior to the Date of West Gate Tunnel Completion, Project Co and NewCo:

- (a) **(no entitlement):** cease to have any entitlement to call for the grant of a Lease or a Lease (NewCo) in connection with any land within the Leased Area; and

- (b) **(no right or interest):** have no right, interest or entitlement (whether legal or equitable) in or to the Leased Area or any part of the Project Area.

## 6.12 State's licence

Project Co grants or will procure the grant to the State, its Associates (excluding Interface Parties except as authorised by the State) and any other person authorised by the State or otherwise contemplated by the Lease or Lease (NewCo), a non-exclusive, free of charge licence (including the right to sub-licence) to access or use the Leased Area for any of the purposes set out in clauses 3.1 to 3.3 of the Lease or the Lease (NewCo).

## 6.13 Project Co responsible

Project Co acknowledges and agrees that the granting of the Construction Licence by the State to NewCo in accordance with clause 6.5(a) and the granting of certain parts of the Leased Area by the State to NewCo under the Lease (NewCo) in accordance with clause 6.10(a)(ii):

- (a) will not limit any of Project Co's obligations under the State Project Documents which relate to (or are referable to) the Licensed Construction Area and Leased Area; and
- (b) Project Co will procure that NewCo takes any action that is necessary for Project Co to meet its obligations under the State Project Documents which relate to (or are referable to) the Leased Area, to the extent that Project Co is unable to perform those obligations itself due to those parts of the Leased Area being the subject of the Lease (NewCo).

## 6.14 Relief Events

For the purposes of agreeing or determining any compensation or other relief under this Agreement in respect of a Relief Event, the impact of that Relief Event on NewCo will be deemed to have been suffered or incurred by Project Co.

## 6.15 Transfer of NewCo assets to Project Co

- (a) The parties acknowledge that:
  - (i) Project Co intends that on or after the Date of Parliamentary Support (CityLink) and before the Date of West Gate Tunnel Completion:
    - A. Project Co will make payment(s) to NewCo as consideration for the transfer of assets referred to in clause 6.15(a)(i)B and to reimburse NewCo for costs that NewCo has incurred under the D&C Subcontract to the date of the payment(s);
    - B. NewCo will transfer to Project Co (by way of one or more transactions) assets held by NewCo, including all Works that have been procured by NewCo under the D&C Subcontract; and
    - C. all NewCo Works that have not been performed as at the date of the transfer will be re-classified to Project Co or TIML as trustee of the CityLink Trust;
  - (ii) as a consequences of such transfer and re-classification, thereafter and as at the Date of West Gate Tunnel Completion there will in practice be no future requirement for Land to be made available to NewCo, including by way of a grant of the Lease (NewCo) under clause 6.10(a)(ii).

- (b) The State consents (including for the purposes of clauses 48(a)(iii) and 49.1 and clause 4.1 of the State Security) to the transfer contemplated in clause 6.15(a)(i)A on the condition that:
  - (i) the transfer from NewCo to Project Co of assets held by NewCo has been effected in full within 30 days of the Date of Parliamentary Support (CityLink); and
  - (ii) there is no subsequent re-classification of Works to NewCo under the D&C Subcontract.
- (c) The acknowledgements in clause 6.15(a) do not affect the rights or obligations of the parties to this Agreement, and are recorded only for the purposes of clarifying why certain processes contemplated in this clause 6 relating to granting of the Lease (NewCo) may not in practice be undertaken.

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## 7. Site Conditions

### 7.1 Environmental issues

Project Co must:

- (a) **(no industrial waste or hazardous substance)**: during any period where Project Co is entitled to use or occupy the Site, not use or allow it to be used, such that:
  - (i) any spoil, Industrial Waste or potentially Hazardous Substance is:
    - A. abandoned or dumped on the Site; or
    - B. handled, disposed of, disturbed, discharged or released in a manner which is likely to cause or contribute to Contamination on Site or the presence of an Environmental Hazard (other than, prior to the Date of West Gate Tunnel Completion, in respect of groundwater Contamination, except where such groundwater Contamination is not Managed in accordance with clause 7.2(a) by Project Co or its Associates); or
  - (ii) any other substance is handled, disposed of, disturbed, discharged, released, deposited to, or emanated from, the Site such that a state of Contamination occurs:
    - A. other than, prior to the Date of West Gate Tunnel Completion, in respect of groundwater Contamination, except where such groundwater Contamination is not Managed in accordance with clause 7.2(a) by Project Co or its Associates; and
    - B. other than, on or after the Date of West Gate Tunnel Completion, as permitted by an Approval;
- (b) **(environmental responsibility)**: at all times carry out the Project Activities in accordance with the Environmental Requirements, in an environmentally responsible manner and in accordance with Best Industry Practices, so as to protect the Environment;
- (c) **(notification)**: immediately notify the State of any:
  - (i) breach or alleged or potential breach of; or
  - (ii) non-compliance or alleged or potential non-compliance with,

the conditions or requirements of any Environmental Requirements or the Environmental Management Plans;

- (d) **(manage waste disposal)**: manage and be responsible for the handling and proper disposal, transport or removal of all waste, rubbish, debris, redundant materials, spoil and Industrial Waste produced by the Project Activities ([other than Tunnel Spoil](#)) in accordance with Best Industry Practices, the Environmental Requirements, all relevant Approvals and this Agreement; and
- (e) **(directions)**: comply with all directions by the State regarding the removal from the Construction Areas, Leased Areas and Maintenance Areas and disposal of any spoil, Industrial Waste or Hazardous Substance ([other than Tunnel Spoil](#)).

## 7.2 Contamination

- (a) **(Groundwater Contamination)**: Without limiting clauses 7.2(ab) or 7.2(d), Project Co must, prior to the Date of West Gate Tunnel Completion, Manage any groundwater Contamination (or part of a mass of groundwater Contamination) which is on, in, over or under, or that emanated or is emanating to or from, the Construction Areas in accordance with Law and this Agreement, including in accordance with:
  - (i) the PSR;
  - (ii) the Project Plans;
  - (iii) the Environmental Requirements; and
  - (iv) the Groundwater Management Plan,and in any event must mitigate, minimise and avoid groundwater Contamination to the extent a prudent, experienced and competent contractor in the circumstances would mitigate, minimise or avoid such groundwater Contamination.
- (ab) **(Groundwater Settlement)**: Project Co must continue to comply with the groundwater monitoring regime and program set out in the Groundwater Management Plan, including by undertaking any groundwater management, rectification measures or remedial action required by the Groundwater Management Plan, until the Groundwater Settlement Date.
- (b) **(Notification)**: If Project Co discovers any Contamination on, in, over, under, or emanating from the Construction Areas, Leased Areas or Maintenance Areas (whether or not Project Co has caused or contributed to that Contamination), it must notify the State as soon as practicable, but nevertheless within 5 Business Days after the discovery of the Contamination.
- (c) **(Notification requirements)**: Project Co's notice under clause 7.2(b) must contain all relevant details in relation to the Contamination, including:
  - (i) the type of Contamination;
  - (ii) the location of the Contamination; and
  - (iii) the nature and extent of the Contamination,to the extent such details are known at the time the notification is provided.
- (d) **(Contamination Notice)**: Without limiting clause 34.8:

- (i) Project Co must comply with any Contamination Notice relating to Contamination on, in, over, under, or that emanated or is emanating to or from, the Construction Areas, Maintenance Areas or Leased Areas, regardless of whether:
    - A. the Contamination Notice is addressed to the State, Project Co, the D&C Subcontractor, OpCo or some other person; and
    - B. the Contamination occurred before or after Project Co was given access to the Site; and
  - (ii) the State must promptly provide Project Co with a copy of any Contamination Notice addressed to the State.
- (e) **(Disputing a Contamination Notice):** Without limiting Project Co's obligation under this clause 7.2, nothing in this clause 7.2 prevents Project Co from disputing the issue of a Contamination Notice with the EPA or taking action against a third party with respect to the Contamination.
- (f) **(Parties not to cause service of Contamination Notice):** Subject to their respective obligations at Law, and the functions and powers of the EPA, none of the State, Project Co, or any of Project Co's Associates will do anything with the intent, directly or indirectly, of causing or being likely to cause the issue or service of a Contamination Notice.
- (g) **(Indemnity):** Subject to clause 7.2(h), Project Co must indemnify the State and its Associates against any third party Claim arising in connection with any Contamination existing on, in, over, under, migrating or emanating from the Construction Areas, Leased Areas or Maintenance Areas which:
- (i) was caused or contributed to by an act or omission of Project Co or any of its Associates; or
  - (ii) was not caused or contributed to by an act or omission of Project Co or any of its Associates but:
    - A. was disturbed, exacerbated or interfered with by Project Co or any of its Associates; or
    - B. would have been prevented or minimised by a prudent, competent and experienced contractor in the circumstances.
- (h) **(Exception to indemnity):** Project Co's liability to indemnify the State and its Associates under clause 7.2(g) will be reduced to the extent, in respect of groundwater Contamination only, that the groundwater Contamination was not caused or contributed to, disturbed, exacerbated or interfered with by Project Co or any of its Associates due to a failure of Project Co or any of its Associates to comply with clause 7.2(a).
- (i) **(Groundwater Contamination and trace to source obligations):** The parties acknowledge and agree that:
- (i) the carrying out of the Project Activities may disturb the water table and accordingly may cause, contribute to, disturb, exacerbate or interfere with groundwater Contamination;
  - (ii) to the extent that groundwater Contamination is not caused or contributed to, disturbed, exacerbated or interfered with by Project Co or any of its Associates due to a failure of Project Co or any of its Associates to comply with clause 7.2(a), clauses 2.14(a) and 2.14(b) will



not operate to reduce Project Co's entitlement in connection with such Contamination Modification Event; and

- (iii) nothing in this Agreement obliges Project Co to remove, disperse, abate, destroy, dispose of, neutralise, remediate, treat or contain ('**Treat**') Contamination at its source or destination:
  - A. to the extent that:
    - 1) it is not necessary for Project Co to Treat in order to carry out the Project Activities; and
    - 2) it was not caused or contributed to by an act or omission of Project Co or any of its Associates; or
  - B. except where a Modification Order requires Project Co to Treat Contamination at its source or destination.

### 7.3 Native Title Claims and Heritage Claims

- (a) **(Native Title):** As between the State and Project Co, the State is responsible for:
  - (i) dealing with any Native Title Claim in connection with any part of the Project Area and undertaking any action that may be required in accordance with the TOS Act or required under any LUAA in connection with the Project;
  - (ii) the payment of any compensation or other moneys required to be paid to the native title holders of any part of the Project Area as a consequence of a successful Native Title Claim; and
  - (iii) the payment of any compensation or other moneys required to be paid as a result of the application of the TOS Act or a LUAA applicable to the Project.
- (b) **(Artefacts):** As between the State and Project Co, if an Artefact is discovered on or under the surface of the Project Area:
  - (i) it will be the absolute property of the State; and
  - (ii) Project Co must:
    - A. immediately notify the State of the discovery;
    - B. permit the State to watch or examine any excavation on the Project Area; and
    - C. take every reasonable precaution in carrying out the Project Activities so as to prevent Artefacts being damaged or removed until appropriate arrangements for dealing with, or removing, the Artefacts have been made.
- (c) **(Project Co must continue to carry out):** If there is a:
  - (i) Native Title Claim or Heritage Claim in connection with; or
  - (ii) discovery of Artefacts in,  
  
any part of the Project Area, Project Co must:



- (iii) continue to carry out its obligations in accordance with this Agreement, except to the extent otherwise:
  - A. directed by the State or the Commonwealth;
  - B. ordered by a court or tribunal of competent jurisdiction; or
  - C. required by Law; and
- (iv) provide all reasonable assistance to the State in connection with dealing with the Native Title Claim, Heritage Claim or Artefact discovery.
- (d) **(Project Co's obligations in connection with the Project CHMP):** Project Co must comply with:
  - (i) the provisions and procedures of the Project CHMP; and
  - (ii) all reasonable directions of the State concerning Artefacts and the protection of Aboriginal Cultural Heritage.

#### 7.4 Interference, obstruction and nuisance

- (a) **(Project Co's obligations):** Without limiting Project Co's other obligations in accordance with this Agreement, in undertaking the Works or carrying out the Project Activities, Project Co must:
  - (i) avoid or ensure minimal:
    - A. interference with the passage of people and vehicles;
    - B. obstruction to any property; and
    - C. disruption to operations carried out in the vicinity of the Site;
  - (ii) prevent or minimise nuisance including any nuisance caused by Pollution, noise, dust, light emission, vibration or disturbance, air pollution, odour on or adjacent to the Site; and
  - (iii) ensure the safety of people and property in accordance with Best Industry Practices.
- (b) **(Unreasonable levels of nuisance or interference):** To the extent that the levels of nuisance or interference referred to in clause 7.4(a) are not reasonable or are not in the interests of the safety of persons on the Site or any other areas adjacent to the Site, Project Co must comply with any reasonable direction of the State or the Independent Reviewer and Environmental Auditor to:
  - (i) stop or change the manner of undertaking the Works or carrying out of the Project Activities; and
  - (ii) amend the Project Delivery Management Plan and any other relevant Project Plan or Business Management Strategy to remedy the nuisance or interference and submit it to the State for review in accordance with the Review Procedures.

**7.5 Not used**

**7.6 Whitehall Street PAN**

Notwithstanding anything to the contrary in clause 17.3 of the Port Land Deed or clause 2.3, the parties acknowledge and agree that Project Co will not have any obligations under the Whitehall Street PAN after the Port Transaction Land Access Expiration Date (as defined in the Port Land Deed).

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**7A. Settlement Direct Events - Spoil Events**

(a) (No double claim): Subject to clause 7A(b), to the extent that Project Co is entitled to make a Claim in respect a Spoil Event under clause 7A of the D&C Subcontract (or would have been entitled but for a failure of Project Co to comply with clause 7A of the D&C Subcontract):

(i) [not used]; and

(ii) except to the extent permitted or provided for under the Project Agreement or the Third Amending Deed or the D&C Subcontractor does not comply with clause 7A.2(d) of the D&C Subcontract, Project Co must not bring a Claim under another provision of the Project Agreement or otherwise at law in respect of that Spoil Event.

To the extent that there is any dispute as to whether Project Co is entitled to bring a Claim under clause 7A of the D&C Subcontract in respect of that Spoil Event, that Claim may only be brought under clause 7A of the D&C Subcontract and not under a provision of the Project Agreement.

(b) (Spoil Event): Notwithstanding anything expressly provided or implied under the Project Documents, if:

(i) the occurrence of a Spoil Event is disputed under the D&C Subcontract; and

(ii) it is agreed or determined that a Spoil Event has not occurred,

then:

(iii) Project Co may bring a Claim under another provision of this Agreement or the Project Documents in respect of the same matter or circumstances (the **Subsequent Project Co Claim**): and

A. the State will not be entitled to reject the Subsequent Project Co Claim in respect of any existing entitlement under another provision of this Agreement or the Project Documents for the same matter or circumstances to the extent that a time limitation would otherwise operate to prevent Project Co from making the Subsequent Project Co Claim under that relevant provision, provided that:

1) a Change Notice submitted by either the D&C Subcontractor or Project Co in relation to the Spoil Event was submitted under the D&C Subcontract within the relevant time limitation that would otherwise have applied to the subsequent Claim but for the operation of this clause 7A(b); and

2) the Subsequent Project Co Claim is submitted within 20 Business Days of the agreement or determination referred to in clause 7A(b)(ii); and

B. the applicable time limitation for the State to raise any defence, counterclaim, or exercise any other right which forms part of the process in this Agreement for responding to the Subsequent Project Co Claim under the relevant provision, shall be calculated from the date of the Subsequent Project Co Claim.

(c) (Spoil Risk Activities): Notwithstanding anything expressly provided or implied under the Project Documents, if:

(i) the D&C Subcontractor has made a Claim relating to a Spoil Risk Activity under clause 7A.10 of the D&C Subcontract;

(ii) whether the Claim relates to a Spoil Risk Activity is disputed under the D&C Subcontract; and

(iii) it is agreed or determined that the matter does not relate to a Spoil Risk Activity.

then:

(iv) Project Co may bring a Claim under this Agreement or the Project Documents in respect of the same matter or circumstances (the **Subsequent Project Co Claim**), and:

A. the State will not be entitled to reject the Subsequent Project Co Claim in respect of any existing entitlement under another provision of this Agreement or the Project Documents for the same matter or circumstances to the extent that a time limitation would otherwise operate to prevent Project Co from making the Subsequent Project Co Claim under that relevant provision, provided that:

1) a Change Notice submitted by either the D&C Subcontractor or Project Co in relation to the Spoil Risk Activity was submitted under the D&C Subcontract within the relevant time limitation that would otherwise have applied to the subsequent Claim but for the operation of this clause 7A(c); and

2) the Subsequent Project Co Claim is submitted within 20 Business Days of the agreement or determination referred to in clause 7A(c)(iii); and

B. the applicable time limitation for the State to raise any defence, counterclaim, or exercise any other right which forms part of the process in this Agreement for responding to the Subsequent Project Co Claim under the relevant provision, shall be calculated from the date of the Subsequent Project Co Claim.

(d) (Claims): Without limiting Project Co's rights in relation to a Compensable Extension Event, to the extent that the D&C Subcontractor is entitled to relief or an Entitlement (other than an extension of time or compensation) as a result of a Claim under clause 7A.10 of the D&C Subcontract or the exercise of any Claim Defence

Right or State Spoil Risk Rights (each as defined in the D&C Subcontract) that affects the Project Activities, Project Co is entitled to the same relief or Entitlement under the Project Agreement under this clause 7A(d).

- (e) (BSF): Without limiting the express entitlements described in the Settlement Direct Provisions or any other entitlement of Project Co under this Agreement:
- (i) the State and Project Co will not be responsible for the Tunnel Spoil storage solution (including the BSF Disposal Site) or the acts or omissions of BSF;
  - (ii) the BSF Disposal Site will not comprise Extra Construction Land;
  - (iii) delays caused by BSF or events outside BSF's control will not give rise to a breach by the State or Project Co under the State Project Documents; and
  - (iv) for the avoidance of doubt, the State and Project Co will not be responsible for the negligent acts or omissions of BSF or the risk of third party contaminated land claims in relation to the BSF Disposal Site (or any other disposal site used for the disposal of spoil produced by the Project).
- (f) (Notices): Project Co may give any notice under clauses 7A.1 or 7A.10 of the D&C Subcontract or clause 7B under this Agreement to the State.
- (g) (No excuse): The existence of a Dispute is no excuse for the State failing to comply with or delaying compliance with an obligation under this Agreement.

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## 7B. Tunnel Spoil (other than Spoil Risk Activities)

- (a) Subject to clause 7B(b), but without otherwise limiting Project Co's other obligations under this Agreement, Project Co must:
- (i) manage the handling and proper disposal, transport or removal of all Tunnel Spoil in accordance with the State Project Documents (other than clause 7A of the D&C Subcontract, and, for the avoidance of doubt, the Spoil Management Plan), Environmental Requirements and all relevant Approvals;
  - (ii) prior to the Date of Close-Out and without limiting Project Co's obligations in connection with Defects, comply with all directions by the State regarding the removal from the Construction Areas, Leased Areas and Maintenance Areas and disposal of any spoil, Industrial Waste or Hazardous Substance; and
  - (iii) perform all of the D&C Activities required by clause 7B(a) to the standard of a prudent, competent and experienced contractor capable of performing the D&C Activities.
- ~~(a)~~(b) This clause does not apply to Spoil Risk Activities.

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## **8. Approvals**

### **8.1 Key Approvals to be obtained by the State**

- (a) **(Key Approvals):** Subject to clause 8.1(f), the State:

- (i) has obtained the Key Approvals; and
  - (ii) will ensure that Project Co has the benefit of such Key Approvals as required to perform the Project Activities, to the extent it is able to do so, having regard to any information or assistance that is required to be provided by Project Co.
- (b) **(Key Approval Event):** If there is a Key Approval Event, Project Co must:
- (i) continue to carry out its obligations under this Agreement, except to the extent Project Co is otherwise prevented from carrying out its obligations as a result of the Key Approval Event, including to the extent Project Co is required to suspend, cease or alter the carrying out of its obligations in accordance with:
    - A. a direction or instruction of the State;
    - B. applicable Law; or
    - C. an order of a court or tribunal of competent jurisdiction.
- (c) **(Reasonable assistance and costs):** Subject to clause 8.1(d):
- (i) at the request of the State, Project Co must provide all reasonable assistance in connection with dealing with any Key Approval Event or PSA Event, provided that any costs reasonably and properly incurred by Project Co in doing so in respect of any PSA Event will be reimbursed by the State to the extent they exceed \$500,000 in the aggregate in respect of all PSA Events; and
  - (ii) the State will indemnify Project Co in respect of the reasonable costs incurred by Project Co in the conduct of any legal action taken in connection with the implementation of an Alternative Approval, other than legal action being taken for any breach or alleged breach (which is later established to be a breach) of the Alternative Approval by Project Co or its Associates which is not related to a legal challenge to the Alternative Approval itself.
- (d) **(Responsibility for Key Approval Event or PSA Event):** As between the State and Project Co, the State may deal with a Key Approval Event or PSA Event as it sees fit (including, where appropriate, conducting any legal challenge in the name of Project Co).
- (e) **(Delegation of Road Functions):** The State:
- (i) must procure that the Project Proponent delegates to Project Co the Road Functions in connection with the D&C Activities by no later than 10 Business Days after Financial Close pursuant to section 105 of the Relevant Legislation or other equivalent legislation until such Road Functions are no longer required to perform the D&C Activities, with such delegation authorising the sub-delegation of those Road Functions to the D&C Subcontractor; and
  - (ii) must procure that the Project Proponent does not:
    - A. revoke; or
    - B. amend, in a manner which materially impacts Project Co's ability to carry out the D&C Activities,

the delegation referred to in clause 8.1(e)(i) other than in accordance with this Agreement or to the extent that the relevant Road Functions are no longer required.

- (f) **(Acknowledgement):** Project Co acknowledges and agrees that the Key Approvals as at the date of this Agreement do not entitle:
- (i) the State to grant access to Project Co in relation to the Additional Land Parcels; or
  - (ii) Project Co to carry out any Project Activities on the Additional Land Parcels.
- (g) **(Update of CHMP):** Subject to clauses 6.2(e) and 6.2(f), the State will update the Project CHMP to ensure it reflects the Additional Land Parcels in order for Project Co to use the land for the purpose, and by the dates, set out in Table H15.2 and Table H15.3 of Part H15 of the PSR and for the duration set out in section 3 of Part J of the PSR. Project Co will provide the State with such assistance reasonably requested by the State to allow the State to comply with this clause 8.1(g).
- (h) **(Minister's Assessment):** The parties acknowledge and agree that Project Co's obligations to comply with the Minister's Assessment will be satisfied by compliance with each of the following:
- (i) the Incorporated Document;
  - (ii) the Planning Scheme Amendment or, in the circumstances of a PSA Event, an Alternative Approval;
  - (iii) the Works Approval; and
  - (iv) the Project CHMP.

Nothing in this clause 8.1(h) derogates from any express obligation of Project Co under the State Project Documents which would apply regardless of the Minister's Assessment.

## 8.2 Approvals to be obtained by Project Co

- (a) **(Project Co to obtain Approvals (other than Key Approvals)):** Project Co:
- (i) must apply for and obtain from each relevant Authority in a timely manner:
    - A. all Approvals (other than the Key Approvals); and
    - B. any amendments to any Approvals (other than the Key Approvals); and
  - (ii) bears all risks associated with obtaining any Approvals or amendments to Approvals that Project Co is required to obtain under clause 8.2(a)(i).
- (b) **(Project Co to obtain secondary approvals):** Subject to clause 34.11, if any aspect of a Key Approval requires a secondary consent, verification or other supplementary action, information or Approval (whether as a condition of the Key Approval taking effect or otherwise), those further matters will be the responsibility of Project Co.

- (c) **(Deviations from the Approved Project):** Without limiting clauses 8.2 and 8.3, if the Project as proposed or undertaken by Project Co deviates from the Approved Project, Project Co:
- (i) must obtain and comply with any further Approvals required as a result of such deviation;
  - (ii) must obtain and comply with any necessary amendments to Approvals (including, to the extent necessary, the Key Approvals); and
  - (iii) bears all risks associated with obtaining any further Approvals under clause 8.2(c)(i) and any necessary amendments to the Key Approvals required under clause 8.2(c)(ii), except to the extent to which Project Co is expressly entitled to relief under clause 23, clause 27 or clause 34 in connection with that deviation.
- (d) **(State initiated Modifications):** Notwithstanding clauses 8.2(a), 8.2(b) and 8.2(c):
- (i) any changes to a Key Approval required as a consequence of a Modification Order issued by the State, will be the responsibility of the State (excluding a Modification Order issued by the State in respect of a Modification Proposal); and
  - (ii) any changes to:
    - A. any other Approval (excluding a Key Approval) and any further Approval required as a consequence of a Modification Order issued by the State; and
    - B. a Key Approval required as a consequence of a Modification Order issued by the State in respect of a Modification Proposal,will be the risk and responsibility of Project Co.

### 8.3 Compliance with Approvals

- (a) **(Compliance by Project Co):** Subject to clause 8.3(b), Project Co must, in carrying out the Project Activities, comply with:
- (i) all conditions and requirements of all Approvals (including paying all fees, procuring all insurances and preparing and executing any documents or agreements required by any relevant Authority in relation to any Approval); and
  - (ii) the Environmental Requirements including the Environmental Management System and Environmental Management Plans developed to implement the Environmental Requirements,
- and take no action that will prevent the State from complying with, to the extent relevant, any conditions or requirements of any Key Approval.
- (b) **(Compliance by the State):** Subject to clause 8.3(c), Project Co is not responsible for complying with the conditions listed in Part H21 of the PSR for which the State is identified as the 'responsible party' (**State Conditions**).
- (c) **(Project Co to assist the State):** Project Co must do everything reasonably required by the State to assist the State to comply with the State Conditions.



- (d) **(State Conditions):** To the extent that the State requires Project Co to comply with any condition identified as a State Condition, the State must issue a Modification Order in respect of compliance by Project Co with the State Condition in accordance with clause 34.1.
- (e) **(Conditional Approvals):** Without limiting clause 17.2 and clause 34, to the extent that the design of the Works (whether incorporated in the Concept Design, any other part of the State Project Documents or prepared under this Agreement), the Project Activities or the Works do not comply with the requirements set out in clause 8.3(a):
  - (i) Project Co must amend the design of the Works, the Project Activities or the Works in order to conform with the:
    - A. requirements of all Approvals; and
    - B. Environmental Requirements, including the Environmental Management System and Environmental Management Plans developed to implement the Environmental Requirements; and
  - (ii) such amendments will not constitute a Modification Order or entitle Project Co to bring any Claim against the State, except as otherwise specifically provided in this Agreement.
- (f) **(Copies of Approvals):** Project Co must promptly provide to the State:
  - (i) copies of all Approvals when they are obtained, amended or renewed; or
  - (ii) upon request, evidence that any conditions or requirements of all Approvals have been complied with.
- (g) **(Condition Precedent):** Project Co must, as a condition precedent to achieving West Gate Tunnel Completion, ensure that it has:
  - (i) obtained all Approvals it is required to obtain under this Agreement; and
  - (ii) complied with, carried out and fulfilled all conditions and requirements of all Approvals with respect to the Works.

#### 8.4 Design and Development Overlay

- (a) Subject to clause 8.4(b), where a PSA Event occurs, the State will indemnify Project Co and its Associates in respect of:
  - (i) any loss or damage to the Protected Infrastructure to the extent such loss or damage arises as a consequence of the development of land for which a planning permit, but for the PSA Event, would have been required under the Design and Development Overlay (or any replacement design and development overlay having substantially similar terms as the Design and Development Overlay); and
  - (ii) any loss of revenue incurred by Project Co in connection with such loss or damage to the Protected Infrastructure.
- (b) The parties acknowledge and agree that the State has no liability to indemnify Project Co and its Associates under clause 8.4(a) where the development of land occurs during a period when the Design and Development Overlay (or a



replacement design and development overlay having substantially similar terms as the Design and Development Overlay) is in effect.

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## 9. Parties and personnel

### 9.1 Authorities

- (a) **(Authorities):** Project Co acknowledges and agrees that, subject to clause 9.1(b):
  - (i) **(jurisdiction of Authorities):** there are Authorities with jurisdiction over aspects of the Project Activities and the Site; and
  - (ii) **(exercise of functions):** such Authorities may, from time to time and at any time, exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the Project Activities.
- (b) **(Project Proponent, Rail Interface Parties and Road Interface Parties):** For the purposes of paragraphs (b)(iii) and (b)(v) of the definition of Compensable Extension Event, acts or omissions of the Project Proponent, Rail Interface Parties or Road Interface Parties acting in their respective capacities as the Project Proponent, a Rail Interface Party or Road Interface Party will not be treated as being authorised under clause 9.1(a) or as being contemplated by clause 9.1(a).

### 9.2 Parties' representatives

- (a) **(Parties' representatives):** The parties may exercise any of their rights or carry out any of their obligations in accordance with this Agreement through their respective representatives identified in the Contract Particulars.
- (b) **(Agent):** Each party's representative must be a natural person and will act as the agent of its respective party.
- (c) **(State Representative):** The State Representative will exercise the rights and carry out the obligations of the State as set out in the State Project Documents, including its ability to give and receive directions and notices.
- (d) **(Project Co Representative):** The Project Co Representative will exercise those rights and carry out those obligations which it is authorised to perform as notified to the State, including providing a copy of the relevant instrument of appointment to the State, and Project Co must ensure that the Project Co Representative has the proper authority and skill to perform its rights and carry out its obligations.
- (e) **(Delegation):** Subject to clause 10.1, each party may vary or terminate the duties of its representative identified in the Contract Particulars as it sees fit, including delegating its representative's duties to a new representative.
- (f) **(Notice):** Where a party varies, terminates or delegates the duties of its representatives in accordance with clause 9.2(e), that party will promptly notify the other of the variation, termination or delegation, including the identity of any new representative and the new representative's duties (with Project Co also providing a copy of the relevant instrument of delegation) (if applicable) and of any further variation, termination or delegation.
- (g) **(Project Co not to act):** Except as otherwise required by Law, Project Co must not accept or act upon directions in connection with the Project Activities from an employee or agent of the State other than the State Representative or a delegate appointed in accordance with clause 9.2(e) acting in accordance with this Agreement.

- (h) **(OSARs Interface Works):** The State must nominate the 'State Representative' for the purposes of the WGT-OSARs Interface Agreement and procure compliance of that person with the obligations allocated to the 'State Representative' under the WGT-OSARs Interface Agreement.

### 9.3 Project Control Group

- (a) **(Establishment):** The parties will establish a group consisting of:
- (i) the State Representative;
  - (ii) two or more other representatives of the State notified by the State from time to time;
  - (iii) the Project Co Representative;
  - (iv) two or more other persons nominated by Project Co who must be members of the senior management of Project Co with a sound knowledge of the Project and must be authorised to make commitments on behalf of Project Co;
  - (v) an independent chair agreed by the State and Project Co (or in the absence of agreement, appointed by the Victorian Minister for Roads and Road Safety) or such other chair as agreed by the State and Project Co; and
  - (vi) such other members as the parties may agree from time to time,
- (together the **Project Control Group**).
- (b) **(Appointment of delegates):** The members of the Project Control Group may, by notice to the other members of the Project Control Group, appoint replacement delegates who hold the same or similar position to:
- (i) attend Project Control Group meetings in their absence; and
  - (ii) otherwise discharge their responsibilities in accordance with this clause 9.3.
- (c) **(Functions):** The functions of the Project Control Group will be to:
- (i) monitor the overall progress of the Project Activities and compliance with the State Project Documents;
  - (ii) assist in the resolution of any matters referred to the Project Control Group by a party;
  - (iii) review all reports and plans provided by Project Co and its Subcontractors and, during the term of their respective appointments, the Independent Reviewer and Environmental Auditor and the Handover Reviewer; and
  - (iv) discuss and address such other matters as the members of the Project Control Group may agree from time to time in connection with the Project.
- (d) **(Cost):** The State and Project Co will share equally in the costs of the independent chair agreed or appointed in accordance with clause 9.3(a)(v).

- (e) **(Meetings):** The Project Control Group must:
- (i) meet:
    - A. Monthly during the period between the date of this Agreement and the Date of Tolling Completion (or as otherwise agreed by the State Representative and the Project Co Representative);
    - B. Quarterly during the period between the Date of Tolling Completion and the date which is 5 years prior to the Final Expiry Date (or as otherwise agreed by the State Representative and the Project Co Representative);
    - C. Quarterly or at more frequent intervals as agreed between the parties during the period between the date which is 5 years prior to the Final Expiry Date and the Expiry Date (acting reasonably and with regard to the extent of the parties' obligations under the Separation Plans at any given time); and
    - D. when otherwise called to meet on 10 Business Days' notice by the State Representative or the Project Co Representative (or on such other notice as otherwise agreed by them); and
  - (ii) conduct its meetings in the manner agreed from time to time or as otherwise directed by the independent chair.
- (f) **(Meeting agendas):** The State will determine the agenda for each meeting, and in determining each agenda:
- (i) will seek input from the Project Co Representative;
  - (ii) subject to clause 9.3(f)(iii), must include any items notified to it by any other member received no later than 2 Business Days prior to the date of the meeting; and
  - (iii) will not include any item if the item does not fall within the functions of the Project Control Group unless its inclusion is agreed to by the State.
- (g) **(Reports):** Project Co must, no later than 5 Business Days before each meeting of the Project Control Group convened in accordance with clause 9.3(e)(i)A to C, give each member of the Project Control Group and, for the term of its appointment, the Independent Reviewer and Environmental Auditor:
- (i) prior to the Date of Tolling Completion, a Monthly D&C Phase Progress Report for the previous Month prepared and updated in accordance with the PSR; and
  - (ii) thereafter, a Monthly O&M Phase Progress Report prepared and updated in accordance with the PSR.
- (h) **(Minutes):** The State will take minutes of each Project Control Group meeting and distribute such minutes prior to the next Project Control Group meeting.
- (i) **(Other attendees):** The State may:
- (i) require the Independent Reviewer and Environmental Auditor or any Interface Party to attend any meeting of the Project Control Group; and

- (ii) direct Project Co to procure the attendance of senior representatives of any of the Subcontractors (not forming part of the Project Control Group) or any of their respective Associates at any meeting of the Project Control Group.
- (j) **(Liability of Project Control Group):** The Project Control Group:
  - (i) is advisory only and its decisions or recommendations are not binding on the parties; and
  - (ii) does not have any legal responsibilities, Liability or right to require any of the parties to act or refrain from acting in any way.
- (k) **(No limitation):** The parties' involvement in the Project Control Group does not affect their respective rights and obligations in accordance with this Agreement.
- (l) **(Further information):** The State Representative may require Project Co to provide information on matters discussed at any Project Control Group meeting and Project Co must provide that information in a timely manner.
- (m) **(No reliance or Claim):** Neither the State nor Project Co will be entitled to:
  - (i) rely on any statement, opinion, advice, representation, warranty, promise or undertaking made or given by or on behalf of or any member of the Project Control Group (in its capacity as a member); or
  - (ii) make any Claim against any such group or committee or any member of the Project Control Group (in its capacity as a member),arising in connection with anything which any such member does or fails to do in its capacity as a member of the Project Control Group.
- (n) **(Project Co conduct at meetings):** Project Co and its Associates must freely and openly discuss the Project Activities at all meetings (including meetings of the Project Control Group) conducted with the State and Project Co, and must procure that its Associates fully respond to any questions which the State Representative may ask Project Co at any meetings conducted in accordance with this Agreement within 5 Business Days.

#### 9.4 Appointment of Independent Reviewer and Environmental Auditor

The State will appoint and the State and Project Co must jointly engage the Independent Reviewer and Environmental Auditor to act as Independent Reviewer and Environmental Auditor:

- (a) **(appointment terms):** in accordance with the terms of this Agreement and the Independent Reviewer and Environmental Auditor Deed of Appointment; and
- (b) **(not agent):** independently and not as agent of either party.

#### 9.5 Costs and expenses of Independent Reviewer and Environmental Auditor

- (a) **(Costs):** Subject to clause 9.5(b), the costs and expenses of the Independent Reviewer and Environmental Auditor (including the Independent Reviewer and Environmental Auditor's professional fees and any costs incurred in exercising or purporting to perform its obligations under the Independent Reviewer and Environmental Auditor Deed of Appointment but not including any payments due to the Independent Reviewer and Environmental Auditor in respect of any Downstream Independent Reviewer and Environmental Auditor Functions) will be

paid 50% each by the State and Project Co to the Independent Reviewer and Environmental Auditor.

- (b) **(Costs for reports):** Where the Independent Reviewer and Environmental Auditor prepares a report not otherwise required by this Agreement or the Independent Reviewer and Environmental Auditor Deed of Appointment, but requested by the State or Project Co:
  - (i) the costs of the Independent Reviewer and Environmental Auditor of preparing such an additional report will be paid directly by the party requesting the report; and
  - (ii) a copy of that additional report must be provided by the Independent Reviewer and Environmental Auditor to the party not requesting the report.
- (c) **(IREA Cap):**
  - (i) If at the expiry of the D&C Phase or earlier termination of this Agreement the total amount paid to the Independent Reviewer and Environmental Auditor under the Independent Reviewer and Environmental Auditor Deed of Appointment, is less than the IREA Cap, Project Co will pay to the State an amount equal to 50% of the difference.
  - (ii) When calculating the amount paid to the Independent Reviewer and Environmental Auditor under the Independent Reviewer and Environmental Auditor Deed of Appointment for the purposes of clause 9.5(c)(i), any amount paid by the State or Project Co to the Independent Reviewer and Environmental Auditor in accordance with clause 9.5(b) will be excluded.

## 9.6 Determinations of Independent Reviewer and Environmental Auditor

Determinations of the Independent Reviewer and Environmental Auditor will be final and binding on the State and Project Co except:

- (a) **(manifest error):** in the case of manifest error on the face of the Independent Reviewer and Environmental Auditor's determination; or
- (b) **(express provision):** if there is an express provision in this Agreement to the contrary.

## 9.7 Replacement of Independent Reviewer and Environmental Auditor

- (a) **(Appointment and replacement):** If:
  - (i) the Independent Reviewer and Environmental Auditor Deed of Appointment is terminated in accordance with its terms; or
  - (ii) the Independent Reviewer and Environmental Auditor ceases to act as the Independent Reviewer and Environmental Auditor for the purposes of the State Project Documents,

the State will appoint and the State and Project Co must jointly engage another person to act as the Independent Reviewer and Environmental Auditor on substantially the same terms as the Independent Reviewer and Environmental Auditor Deed of Appointment, provided that the Independent Reviewer and Environmental Auditor to be engaged must:

- (iii) be reasonably acceptable to the State and Project Co;
  - (iv) have appropriate qualifications and experience; and
  - (v) have no interest or duty which conflicts or may conflict with its functions as an Independent Reviewer and Environmental Auditor.
- (b) **(Decisions of previous Independent Reviewer and Environmental Auditor):**  
The new Independent Reviewer and Environmental Auditor appointed in accordance with clause 9.7(a) is bound by the exercise of any functions or decisions made by the previous Independent Reviewer and Environmental Auditor which would have been binding on the State and Project Co.

## 9.8 Proof Engineer

- (a) **(Appointment):** Project Co must:
- (i) with the D&C Subcontractor, jointly engage the Proof Engineer; and
  - (ii) ensure that, where the engagement of the Proof Engineer is terminated or otherwise ceases, it engages another person to act as Proof Engineer.
- (b) **(Approval):** Any Proof Engineer appointed by Project Co under clause 9.8(a) must:
- (i) be reasonably acceptable to the State;
  - (ii) have appropriate qualifications and experience; and
  - (iii) be engaged on terms reasonably acceptable to the State.
- (c) **(Obligations):** Project Co must ensure that the Proof Engineer:
- (i) complies with the requirements of the Proof Engineer set out in the State Project Documents; and
  - (ii) provides such information, assistance and documentation to the Independent Reviewer and Environmental Auditor and gives such access to the Independent Reviewer and Environmental Auditor (and any person authorised by the Independent Reviewer and Environmental Auditor) as may be reasonably required by the Independent Reviewer and Environmental Auditor (and any person authorised by the Independent Reviewer and Environmental Auditor) for the purpose of performing its role and functions under this Agreement and the Independent Reviewer and Environmental Auditor Deed of Appointment.

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## 10. Subcontracting and third party arrangements

### 10.1 Key People and Key Subcontractors

- (a) **(Subcontracting):** Subject to clause 10.1(b), Project Co:
- (i) must ensure that the Key People and Key Subcontractors are employed or engaged in the roles specified in the Contract Particulars;
  - (ii) must procure from each Key Subcontractor an executed direct deed:
    - A. in respect of the D&C Subcontractor, in the form of the D&C Direct Deed; and

- B. in respect of OpCo, in the form of the OSA Direct Deed;
- (iii) must:
  - A. enter into, and procure that the D&C Subcontractor and each Key Subcontractor (D&C) enter into (on or around the same time as the Key Subcontractor (D&C) executes the relevant Subcontract), a deed in the form of the Subcontractor Direct Deed; and
  - B. provide the State with a copy of each Subcontractor Direct Deed promptly after that Subcontractor Direct Deed is entered into;
- (iv) subject to:
  - A. clause 10.1(a)(v); and
  - B. clause 10.1(c) in the case of OpCo,must:
  - C. not replace the Key Subcontractors;
  - D. procure that the Key Subcontractors (D&C) are not replaced; and
  - E. ensure that the Key People are not replaced, without the State's prior consent (which will not be unreasonably withheld or delayed); and
- (v) if any of the Key People die, become seriously ill or resign from the employment of Project Co or the relevant Key Subcontractor or receive a promotion, must procure the replacement of the relevant Key People with persons approved by the State (not to be unreasonably withheld) of at least equivalent qualification, experience, ability and expertise.
- (b) **(Appointment of Key People for O&M Activities):** Project Co must ensure that:
  - (i) the Key People in respect of the O&M Activities are employed or engaged in the roles specified in the Contract Particulars on and from the Date of West Gate Tunnel Completion; and
  - (ii) the identity of those Key People is notified to the State for the State's consent (which will not be unreasonably withheld or delayed) not less than 12 months prior to the Date for West Gate Tunnel Completion.
- (c) **(State consent to replace OpCo):** If Project Co requests the State's consent to replace OpCo in accordance with clause 10.1(a)(iv), the State must not withhold such consent where:
  - (i) the State has been provided with:
    - A. details of the proposed replacement subcontractor; and
    - B. the terms and conditions on which the proposed replacement subcontractor is to be engaged;



- (ii) in the State's reasonable opinion, the proposed replacement subcontractor is a reputable corporation;
- (iii) in the State's reasonable opinion, the proposed replacement subcontractor (whether by itself or by way of support from its shareholders in a form acceptable to the State acting reasonably):
  - A. has sufficient expertise and ability; and
  - B. is of sufficiently high financial and commercial standing, to properly carry out the obligations which were carried out by OpCo (or a subsequent replacement Subcontractor) under the relevant Project Documents;
- (iv) the terms and conditions on which the proposed replacement subcontractor is to be engaged are reasonably acceptable to the State;
- (v) the proposed replacement subcontractor has agreed to be bound by the terms of the relevant Project Documents; and
- (vi) a person other than the State bears all reasonable costs and expenses (including legal costs and expenses) of and incidental to:
  - A. any enquiries which the State may make for the purposes of determining whether to consent to the replacement of OpCo (or a subsequent replacement Subcontractor);
  - B. the procurement of a replacement subcontractor; and
  - C. the preparation, negotiation and execution of any relevant documentation and any stamp duty or similar charges in relation to such documentation.

## 10.2 Subcontracting

Project Co:

- (a) **(no relief)**: is not relieved from any or all of its obligations or Liabilities in accordance with the State Project Documents as a result of subcontracting any of those obligations or Liabilities;
- (b) **(Project Co responsible)**: will be responsible for the acts and omissions of any Subcontractor and their respective Associates in carrying out the Project Activities as if such acts or omissions were the acts or omissions of Project Co;
- (c) **(Wrongs Act)**: for the purposes of Part IVAA of the *Wrongs Act 1958* (Vic), is entirely responsible for any failure to take reasonable care on the part of any Subcontractor or their Associates to the extent permitted by law;
- (d) **(access to Subcontracts)**: must if the State requires, give the State access to (or copies of, upon request) any proposed or executed Subcontract (other than Enterprise-wide Subcontracts) (regardless of whether Project Co is a party to that contract) and all plans, specifications and drawings relating to that Subcontract; and
- (e) **(restrictions)**: must not, and must procure that OpCo and its Related Bodies Corporate do not, enter into Enterprise-wide Subcontracts or Service Agreements which contain exclusivity obligations which would restrict the ability of the State or



its nominees to utilise the works, products, services or rights that are provided under the relevant Subcontract for the purposes of the Project.

### 10.3 Requirements for Subcontracting

Project Co must not engage any Subcontractor, unless:

- (a) **(Probity Investigation)**: if the State requires Probity Investigations to be carried out in respect of the Subcontractor, the State's probity requirements as described in clause 59 are satisfied;
- (b) **(relevant capacity)**: the proposed Subcontractor has the financial capacity, experience and capability to perform the obligations of Project Co to be Subcontracted to at least the standards required by this Agreement;
- (c) **(relevant provisions)**: any Key Subcontract, Material Subcontract (D&C) or Material Subcontract (Tolling Works) to be entered into by the Subcontractor contains further provisions expressly recognising and permitting the exercise by the State of its rights under and contains all relevant provisions prescribed by (if applicable), clauses 10.1, 10.4, 10.6, 26.4, 28.6, 28.7, 28.12, 37, 40, 41, 42, 45, 49, 53 and 59; and
- (d) **(relevant provisions for Material Subcontract (O&M))**: subject to clause 10.3A, any Material Subcontract (O&M) to be entered into by the Subcontractor contains further provisions expressly recognising and permitting the exercise by the State of its rights under and contains all relevant provisions prescribed by (if applicable) clauses 10.1, 10.4, 10.6, 26.4, 28.6, 28.7, 28.12, 37, 40, 41, 42, 45, 53 and 59.

#### 10.3A Grandfathering

The State agrees that Project Co and its Subcontractors will be relieved of their obligations:

- (a) under the Pass Through Clauses to the extent that such obligations relate to or require compliance by a Subcontractor to a Subcontract (O&M - CityLink/WGT) or an Enterprise-wide Subcontract; or
- (b) under clause 54.1(d)(ii) and 54.1(d)(iii) to the extent that such obligations relate to or require compliance by Ventia Pty Ltd in carrying out the OpCo D&C Phase IRS Activities pursuant to the Ventia Subcontract,

until the earlier of:

- (c) the date on which:
  - (i) the terms of the Subcontract (O&M - CityLink/WGT), the Enterprise-wide Subcontract or the Ventia Subcontract (as applicable) are renegotiated by the parties to it;
  - (ii) the Subcontract (O&M - CityLink/WGT), the Enterprise-wide Subcontract or the Ventia Subcontract (as applicable) is terminated and replaced with a new Subcontract (O&M - CityLink/WGT), Enterprise-wide Subcontract or the Ventia Subcontract (as applicable) for the provision of the same type of goods or services; or
  - (iii) the term of the Subcontract (O&M - CityLink/WGT), the Enterprise-wide Subcontract or the Ventia Subcontract (as applicable) is extended; and
- (d) the Date of West Gate Tunnel Completion.

### 10.3B Enterprise-wide Subcontracts

- (a) **(Warranty):** Project Co warrants that each Subcontractor engaged under an Enterprise-wide Subcontract has sufficient financial capacity, experience and capability to perform the obligations of Project Co which are Subcontracted to at least the standards required by this Agreement.
- (b) **(Information):** Project Co must within 30 Business Days following:
  - (i) the date of Financial Close;
  - (ii) the Date of West Gate Tunnel Completion; and
  - (iii) thereafter, each anniversary of the Date of West Gate Tunnel Completion,

provide the State with the following information in relation to each Enterprise-wide Subcontract:

- (iv) the identity of the counterparties to the Enterprise-wide Subcontract; and
- (v) the nature of the goods or services provided or to be provided, or rights granted or to be granted, under the Enterprise-wide Subcontract.

### 10.4 Material Subcontracts

- (a) **(Restrictions on Subcontracts):** Project Co must not in respect of any Key Subcontracts, Material Subcontracts or Service Agreements, itself amend, terminate, rescind, novate or assign or allow at any time amendment to, or termination, rescission, novation or assignment of such Key Subcontracts, Material Subcontracts or Service Agreements without the State's prior consent (which will not be unreasonably withheld or delayed) other than in accordance with the OSA Direct Deed or the D&C Direct Deed (as applicable).
- (b) **(D&C Subcontract):** If the State consents to an amendment, termination, rescission, novation or assignment of the D&C Subcontract in accordance with clause 10.4(a), the State must do everything reasonably necessary in its capacity as counterparty to the D&C Subcontract to give effect to the amendment, termination, rescission, novation or assignment.
- (c) **(Restrictions on Material Subcontracts (O&M) and Service Agreement):** Project Co must not, and must procure that OpCo does not, at any time:
  - (i) enter into a Material Subcontract (O&M); nor
  - (ii) enter into a Service Agreement,without the State's prior consent, which consent must not be unreasonably withheld or delayed.
- (d) **(State consent for the Operating Services Agreement or Material Subcontracts (O&M)):** If Project Co requests the State's consent in accordance with clause 10.4(a) or clause 10.4(c), the State must not withhold such consent where:
  - (i) the Material Subcontract (O&M) or Service Agreement, or an amendment to the Operating Services Agreement, Material Subcontract (O&M) or Service Agreement (as applicable) is on commercial terms which have been negotiated on an arm's length basis; and

- (ii) a copy of the Material Subcontract (O&M) or Service Agreement, or the proposed amendment to the Operating Services Agreement, the Material Subcontract (O&M) or Service Agreement (as applicable) has been given to the State.
  - (e) **(Prescribed terms):** Project Co must ensure that each Key Subcontract and each Material Subcontract includes a clause which provides that, if this Agreement is terminated in accordance with clause 42:
    - (i) subject to the terms of the D&C Direct Deed, OSA Direct Deed or Subcontractor Direct Deed (as the case may be), the D&C Subcontractor, OpCo, Project Co or any other relevant party may terminate the relevant Subcontract; and
    - (ii) the D&C Subcontractor, OpCo, Project Co or the other relevant party will pay to the relevant Subcontractor (in the case of Project Co, excluding the D&C Subcontractor and OpCo and, in the case of OpCo, excluding any Subcontractor that has entered into a Service Agreement), an early termination amount which is no greater than the aggregate of:
      - A. the contract value of the work or services properly executed in accordance with the Subcontract up to the date of termination;
      - B. reasonable costs and expenses properly incurred up to the date of termination in expectation of completing the work or services under the Subcontract;
      - C. Liabilities to third parties (excluding any Related Body Corporate, other than to the extent the Related Body Corporate is engaged on an arm's length basis and on commercial terms) for termination; and
      - D. in respect of Subcontracts relating to:
        - 1) the D&C Activities, 0% of the unpaid balance of the contract sum on account of early termination; and
        - 2) the O&M Activities, 10% of the unpaid balance of the contract sum on account of early termination that would have been payable to the relevant Subcontractor in accordance with the Subcontract (after deducting the amounts payable in accordance with clauses 10.4(e)(ii)A to 10.4(e)(ii)C) but for the termination, for the 12 month period from the date of the termination,
- less the total amounts already paid on account of the contract sum.

## 10.5 Competence

- (a) **(Project Co to ensure competence):** Project Co must ensure that all persons employed or engaged on the Project Activities hold appropriate qualifications and have received appropriate training for their intended duties, and provide evidence of such qualifications and training to the State as reasonably requested.
- (b) **(Incompetence):** If the State notifies Project Co of any person employed or engaged on the Project Activities who, in the State's reasonable opinion, is

incompetent, does not meet the standard required by clause 10.5(a), or is negligent, dishonest, guilty of misconduct or fraudulent, then Project Co must promptly:

- (i) remove the person or ensure that such person is promptly removed from working on the Project Activities;
- (ii) replace the person or ensure that such person is promptly replaced; and
- (iii) ensure that the person is not again employed or engaged on the Project Activities.

## 10.6 Payment of amounts owed to Subcontractors

- (a) **(Payments):** Project Co must:
  - (i) ensure that Subcontractors who are parties to Subcontracts with Project Co and the D&C Subcontractor are paid in accordance with the terms of their Subcontracts;
  - (ii) use reasonable endeavours to ensure that any other Subcontractors are paid in accordance with the terms of their Subcontracts; and
  - (iii) ensure that each Subcontract contains an equivalent provision to clause 10.6(a)(i) in relation to that Subcontract and Subcontractor.
- (b) **(Copies of notices under Security of Payment Act):** Project Co must ensure that, within:
  - (i) 2 Business Days after any notice under the Security of Payment Act (excluding any "payment claim" or "payment schedule" as those terms are defined under the Security of Payment Act) is given to, or received by, Project Co from any Subcontractor; or
  - (ii) 1 Business Day after notice of a Subcontractor's intention to suspend work under a Subcontract in accordance with the Security of Payment Act is given to, or received by, Project Co from any of its Subcontractors,a copy of that notice is given to the State.
- (c) **(Suspension under Security of Payment Act):** If the State reasonably considers that a Subcontractor has become entitled to suspend work under a Subcontract in accordance with the Security of Payment Act because of a failure by Project Co or any of its Associates to pay moneys due and payable to the Subcontractor, the State may pay to the Subcontractor the amount owing to the Subcontractor in connection with that work, and any amount paid by the State will be a debt due and payable by Project Co to the State.
- (d) **(State may pay Subcontractors):** Notwithstanding clause 10.6(c), if any amount is:
  - (i) certified as payable; or
  - (ii) otherwise due and payable,

to a Subcontractor under a Subcontract, and Project Co or its relevant Associate does not pay such amount to that Subcontractor in accordance with that Subcontract, then the State may pay such amount to that Subcontractor provided it has given Project Co 5 Business Days' notice of its intention to do so, and any amount paid by the State will be a debt due and payable by Project Co to the State.

## 10.7 General interface requirements

- (a) **(Coordination):** Project Co acknowledges that the State, any of the State's Associates and any other person authorised by the State including all Rail Interface Parties and Road Interface Parties (together, the **Interface Parties**), may carry out work, services, activities and functions:
- (i) in connection with the West Gate Tunnel;
  - (ii) otherwise in connection with the Project Activities; or
  - (iii) adjacent to or in the vicinity of the West Gate Tunnel,
- simultaneously with Project Co's performance of the Project Activities.
- (b) **(Co-operation):** Except to the extent Project Co is expressly entitled to relief as a Compensable Extension Event, [Settlement Direct Event](#), Modification, Proximate State Works or Key Risk Event, or, is entitled to relief in respect of a State Act of Prevention, and without limiting any of its rights under any Utility Agreement or any Road Interface Agreement, Project Co bears all risk in respect of the Interface Parties and must:
- (i) permit the Interface Parties to undertake their work, services, activities and functions;
  - (ii) fully co-operate with the Interface Parties;
  - (iii) carefully co-ordinate and interface the Project Activities with the work, services, activities and functions carried out or to be carried out by the Interface Parties;
  - (iv) carry out the Project Activities so as to minimise interference, disruption or delay to the work, services, activities and functions of the Interface Parties; and
  - (v) notify the State of any problems which the undertaking or intended undertaking of any works, services, activities or functions of the Interface Parties may have on the carrying out of the Project Activities as soon as possible after becoming aware of such problems.
- (c) **(Rail Interface Parties):** The parties agree that Project Co's obligations under clause 10.7(b) will not be construed as requiring Project Co to provide the Rail Interface Parties with access to any part of the Leased Area.

## 10.8 Road Interface Agreements

- (a) Project Co must:
- (i) comply with all of its obligations under each Road Interface Agreement; and
  - (ii) provide to the State a copy of each Road Interface Agreement promptly after that Road Interface Agreement is entered into.
- (b) The State must provide Project Co with all necessary assistance to enable Project Co and its Associates to access the M80 Interface Site as reasonably necessary to carry out the M80 Interface Design Activities including to allow for:

- (i) investigations including excavation of test pits and execution of bore holes;
  - (ii) inspections of the M80 Interface Site to assess existing features;
  - (iii) feature survey and surface contour survey;
  - (iv) provision and maintenance of survey control marks; and
  - (v) inspections with Subcontractors to coordinate future activities including access arrangements.
- (c) When accessing the M80 Interface Site for the purposes of and pursuant to clause 10.8(b), Project Co must comply with the reasonable site safety and security requirements of the State or (at any time after the execution of the M80 Contract) the M80 Contractor and must not unnecessarily interfere with the carrying out of the M80 Upgrade Project.
- (d) If the OSARs Project Deed or the WGT-OSARs Interface Agreement is terminated or otherwise ceases to have full force and effect, the State must accept, or must procure that a replacement contractor engaged by the State to carry out the OSARs Project (including the OSARs Interface Works) accepts, a novation of the WGT-OSARs Interface Agreement from OSARs Project Co, or enter into an equivalent agreement to the WGT-OSARs Interface Agreement with Project Co.
- (e) After having received reasonable written notice from the State prior to handover of the WGT-OSARs Interface Works to Project Co, Project Co must undertake an inspection of the WGT-OSARs Interface Works, to seek to identify any defects (which for the purposes of this clause is deemed to include any unfitness for purpose) prior to handover of the WGT-OSARs Interface Works by the OSARs Project Co to Project Co. The State acknowledges that Project Co may (but is not obliged to) undertake inspections of the WGT-OSARs Interface Works prior to this which may include inspections of piling works, formwork erection, concrete pours, backfilling of select materials, construction of approach slabs and off-structure barriers associated with construction of any new structures.
- (f) If Project Co identifies any defects in the WGT-OSARs Interface Works:
- (i) Project Co must promptly provide to the State a detailed written notice of that defect and include in that notice reasonable details of any rectification measures it recommends; and
  - (ii) the State must procure that OSARs Project Co promptly rectify that defect in a manner consistent with the measures recommended by Project Co under clause 10.8(f)(i).
- (g) The State acknowledges that:
- (i) Project Co does not owe any duty of care to the State when reviewing the WGT-OSARs Interface Works and will have no Liability to the State with respect to that review; and
  - (ii) no inspection of, comment by, or failure to detect or make any comment by Project Co in respect of a defect or any other matter in relation to the WGT-OSARs Interface Works will in any way lessen or otherwise affect Project Co's rights, Liabilities, obligations or responsibilities under the State Project Documents or otherwise affect Project Co's rights under this Agreement or otherwise according to Law or constitute an approval by Project Co of the performance by the State or the OSARs Project Co

of their respective obligations with respect to the WGT-OSARs Interface Works.

## 10.9 Notification of Subcontractor claims and disputes

Project Co must notify the State Representative of the existence of any claims or disputes of which Project Co is aware that have arisen under any Subcontract ([other than in relation to the Settlement Direct Provisions](#)) (regardless of whether Project Co is a party to that contract), where the claims process or dispute resolution process under that Subcontract has been activated by any party to it, provided that this clause 10.9 will only apply to claims or disputes that have arisen under any Enterprise-wide Subcontract to the extent that the claim or dispute relates to the carrying out of the O&M Activities.

## 10.10 Obligations as to Claims made on pass-through basis

[Except in relation to Claims made by the D&C Subcontractor under a Settlement Direct Provision](#), Project Co must, in circumstances where it makes any Claim against the State as a consequence of a claim that has been made by a Subcontractor against Project Co, take reasonable steps to ensure that any such claim made by the Subcontractor is bona fide, prior to making any related Claim against the State and must notify the State of the steps it has taken prior to or at the same time it makes the Claim against the State.

## 10.11 Interface with CityLink

(a) Without limiting clause 10.7, Project Co acknowledges and agrees that it is responsible for, and assumes all cost and risk associated with:

- (i) gaining access to CityLink to carry out the Project Activities;
- (ii) consulting with the CityLink Parties in relation to the Project Activities; and
- (iii) coordinating the Project Activities with the works and activities of the CityLink Parties,

except to the extent Project Co is expressly entitled to relief in accordance with this Agreement, [the Settlement Direct Provisions](#) or has rights at Law that are preserved by this Agreement.

(b) Without limiting any other provision of this Agreement, [the Settlement Direct Provisions](#) or Project Co's rights at Law to the extent such rights are preserved by this Agreement, Project Co acknowledges that it:

- (i) has made allowance for all delays, costs and risks arising in connection with this clause 10.11 and the CityLink Access Deed (excluding a breach of the CityLink Access Deed by the CityLink Parties or any act or omission of the CityLink Parties not authorised or permitted under the CityLink Access Deed); and
- (ii) except as expressly provided for in the State Project Documents, will not be entitled to make any Claim against the State for any Liability arising in connection with CityLink, the CityLink Parties or the CityLink Access Deed.

(c) Project Co releases and agrees not to make a Claim against the State in relation to any amount that the CityLink Parties are entitled to Claim under section 7 of the Variation Principles (as that term is defined under the CityLink Concession Deed).



- (d) The parties agree that clauses 10.11(a) to 1.1(c) will cease to have effect on and from expiry or termination of the CityLink Concession Deed.
- (e) If the CityLink Concession Deed is terminated prior to the Date of Tolling Completion, the State will, at the request of Project Co, accept a novation of (or procure an incoming concessionaire of CityLink accept a novation of) the CityLink Access Deed (in the form of that document as at the date of this Agreement).
- (f) If the CityLink Concession Deed is terminated at any time prior to the Expiry Date, the parties will negotiate in good faith to enter into arrangements between them (or between Project Co and an incoming concessionaire of CityLink) on substantially the same terms as the West Gate Tunnel – CityLink Umbrella Deed, having regard to the fact that CityLink would no longer be owned by a Related Body Corporate of Project Co.

### 10.11A Roaming Agreement and Network Tolling Agreement

- (a) **(Definitions):** For the purposes of this clause 10.11A the terms 'Fee Review', 'Discount Amount', 'Image Processing Fee', 'IPF Retention Amount', 'Net Incremental Cost', 'Price Review', 'Roaming Services', 'TAF Retention Amount', 'Toll' and 'Toll Administration Fee' have the meanings given in the Roaming Agreement.
- (b) **(Adjustment under Roaming Agreement):** Project Co must:
  - (i) following a Price Review in accordance with clause 10.7 of the Roaming Agreement:
    - A. notify the State of any adjustment to the Discount Amount agreed between Project Co and the Company pursuant to the Price Review; and
    - B. subject to clause 13.3(k), provide to the State such information as is reasonably required by the State to demonstrate that the adjusted Discount Amount does not exceed the Net Incremental Cost to the Company of recovering Tolls on behalf of Project Co as part of the Roaming Services; and
  - (ii) following a Fee Review in accordance with clause 10.9 of the Roaming Agreement:
    - A. notify the State of any adjustment to the IPF Retention Amount and the TAF Retention Amount agreed between Project Co and the Company pursuant to the Fee Review; and
    - B. subject to clause 13.3(k), provide to the State such information as is reasonably required by the State to demonstrate that the adjusted IPF Retention Amount and the adjusted TAF Retention Amount (as applicable) does not exceed the Net Incremental Cost to the Company of recovering an Image Processing Fee or a Toll Administration Fee respectively, on behalf of Project Co.
- (c) **(Notification by the State):** If the State reasonably considers that:



- (i) the Discount Amount (as adjusted through a Price Review) exceeds the Net Incremental Cost to the Company of recovering Tolls on behalf of Project Co as part of the Roaming Services;
- (ii) the IPF Retention Amount (as adjusted through a Fee Review) exceeds the Net Incremental Cost to the Company of recovering an Image Processing Fee as part of the Roaming Services; or
- (iii) the TAF Retention Amount (as adjusted through a Fee Review) exceeds the Net Incremental Cost to the Company of recovering a Toll Administration Fee as part of the Roaming Services,

the State may issue a notice to Project Co which identifies:

- (iv) the amount by which the Discount Amount, IPF Retention Amount and TAF Retention Amount (as applicable) exceeds the relevant Net Incremental Cost; and
  - (v) the reasonable period of time within which Project Co must (and must ensure that the Company does) agree to a variation to the Discount Amount, IPF Retention Amount and TAF Retention Amount (as applicable) to reduce it to the relevant Net Incremental Cost.
- (d) **(Dispute):** If Project Co disagrees with any notice given by the State under clause 10.11A(c), then:
- (i) it must, within 5 Business Days of receipt of the notice given under clause 10.11A(c), give notice of its disagreement to the State including such supporting documentation to the reasonable satisfaction of the State;
  - (ii) the State and Project Co must use reasonable endeavours to resolve the matter the subject of the disagreement; and
  - (iii) if the matter is not resolved within 10 Business Days after the date of the notice given under clause 10.11A(d)(i), either party may, by notice to the other party, refer the matter for determination under clauses 43 to 44.
- (e) **(Compliance with State notice):** Upon receipt of a notice from the State under clause 10.11A(c), Project Co must (and must ensure that the Company does):
- (i) except where the State's notice under clause 10.11A(c) does not refer to the Discount Amount, or the State's notice is disputed in accordance with clause 10.11A(d), vary the Roaming Agreement so as to reduce the Discount Amount to an amount no more than the Net Incremental Cost to the Company of recovering the Tolls on behalf of Project Co as part of the Roaming Services;
  - (ii) except where the State's notice under clause 10.11A(c) does not refer to the IPF Retention Amount, or the State's notice is disputed in accordance with clause 10.11A(d), vary the Roaming Agreement so as to reduce the IPF Retention Amount to an amount no more than the Net Incremental Cost to the Company of recovering an Image Processing Fee; and
  - (iii) except where the State's notice under clause 10.11A(c) does not refer to the TAF Retention Amount, or the State's notice is disputed in accordance with clause 10.11A(d), vary the Roaming Agreement so as to reduce the TAF Retention Amount to an amount no more than the Net

Incremental Cost to the Company of recovering a Toll Administration Fee,

in accordance with the State's notice under clause 10.11A(c) with effect from the date specified in the State's notice under clause 10.11A(c), or where the State's notice is disputed in accordance with clause 10.11A(d) as determined in accordance with clause 10.11A(d).

(f) **(Termination of the Roaming Agreement or Network Tolling Agreement):** Project Co must not:

- (i) [not used]; and
- (ii) give notice to the other parties to the Network Tolling Agreement of its intention to terminate the Network Tolling Agreement in accordance with clause 9.2(a)(2) of the Network Tolling Agreement without the State's prior consent, such consent not to be unreasonably withheld or delayed,

provided that nothing in this clause 10.11A(f) is intended to limit any other right of Project Co under the Roaming Agreement or the Network Tolling Agreement to terminate those agreements.

(g) **(Assignment and amendment of Roaming Agreement and Network Tolling Agreement):** Project Co must not:

- (i) assign or novate the Roaming Agreement or the Network Tolling Agreement; and
- (ii) amend the Roaming Agreement or the Network Tolling Agreement,

without the State's prior consent and such consent must not to be unreasonably withheld or delayed.

(h) **(Operation of clause 10.11A):** The parties agree that this clause 10.11A will cease to have effect in relation to each of the Roaming Agreement and the Network Tolling Agreement on and from the earlier of:

- (i) the termination or expiry of the CityLink Concession Deed; and
- (ii) the termination or expiry of this Agreement.

## 10.12 Interface with Rail

(a) **(General obligations in relation to the Rail Interface Works):** Without limiting clause 10.12(h) or clause 10.7, Project Co must:

- (i) carry out the Rail Interface Works in accordance with:
  - A. this clause 10.12; and
  - B. the Rail Interface Parties' Requirements;
- (ii) ensure that the D&C Subcontractor complies with each Direct Interface Agreement;
- (iii) if required by the State or a Rail Interface Party, participate in and / or procure the participation of the D&C Subcontractor in, any working group, committee or similar forum relating to the Rail Interface Works, whether as a member or observer;

- (iv) fully inform itself of the Rail Interface Parties' Requirements; and
  - (v) upon request by the State, provide any information or supporting documentation, including in such form and by such time, as the State reasonably requires in relation to the Rail Interface Works.
- (b) **(Direct Interface Agreements):** Project Co must:
- (i) ensure that the D&C Subcontractor, in carrying out the D&C Activities, complies with all directions of the State in relation to compliance with the requirements of each Direct Interface Agreement;
  - (ii) provide to the State:
    - A. a copy of each Direct Interface Agreement no later than 10 Business Days before that Direct Interface Agreement is proposed to be entered into; and
    - B. a copy of each Direct Interface Agreement promptly after that Direct Interface Agreement is entered into.
- (c) **(Category 1 Rail Land - Rail Projects Agreements and Interstate Infrastructure Lease):** Project Co warrants that it is familiar with, and understands, the framework established by:
- (i) each of the Rail Projects Agreements; and
  - (ii) the Interstate Infrastructure Lease.
- (d) **(Project Co obligations - Category 1 Rail Land):** Without limiting clause 10.7 or clause 10.12(h), Project Co must:
- (i) do all things reasonably necessary, or as reasonably required by the State, to enable the State or Public Transport Victoria to comply with its obligations under:
    - A. each of the Rail Projects Agreements; and
    - B. the Interstate Infrastructure Lease,in connection with the Rail Interface Works, including in relation to the design, standards, construction and handover of the Rail Interface Works including those obligations identified as the responsibility of Project Co in section 4 of Schedule 24 but excluding those obligations retained by the State in section 4 of Schedule 24;
  - (ii) ensure that the D&C Subcontractor enters into a Direct Interface Agreement with each Category 1 Rail Interface Party on terms that are consistent with the relevant Rail Projects Agreement or Interstate Infrastructure Lease;
  - (iii) do all things necessary to comply with, or procure compliance with, the obligations of:
    - A. the 'Contractor' as set out in each of the Rail Projects Agreements; and
    - B. the 'contractor' as set out in the Interstate Infrastructure Lease,

in relation to the Rail Interface Works, including in relation to the design, standards, construction and handover of the Rail Interface Works; and

- (iv) ensure that it does not, in connection with the Rail Interface Works, cause the State or Public Transport Victoria to be in breach of any of their obligations under:
  - A. any of the Rail Projects Agreements; or
  - B. the Interstate Infrastructure Lease.
- (e) **(D&C Subcontractor obligations - Category 2 Rail Land):** Project Co:
  - (i) must ensure that the D&C Subcontractor enters into a Direct Interface Agreement with each Category 2 Rail Interface Party on terms that are consistent with the principles set out in section 5 of Schedule 24; and
  - (ii) acknowledges that it is the responsibility of the D&C Subcontractor to negotiate with each Category 2 Rail Interface Party, and although the State will endeavour to assist (to the extent necessary and if the D&C Subcontractor has requested the State to assist), in those negotiations if requested by Project Co at the request of the D&C Subcontractor, the State does not have any further obligations to Project Co or the D&C Subcontractor to facilitate the D&C Subcontractor's access in relation to the Category 2 Rail Land.
- (f) **(D&C Subcontractor obligations - Category 4 Rail Land):** Project Co:
  - (i) without limiting clause 10.12(h) or clause 10.7, must in carrying out the D&C Activities:
    - A. do all things reasonably necessary, or as reasonably required by the State to enable the State to comply with its obligations under the West Gate Tunnel Project Rail Licence, in connection with the Rail Interface Works, including in relation to the design, standards, construction and handover of the Rail Interface Works; and
    - B. ensure that it does not, in connection with the Rail Interface Works cause the State to be in breach of any of its obligations under the West Gate Tunnel Project Rail Licence; and
  - (ii) acknowledges that it will be responsible for such costs and expenses as agreed with the Category 4 Rail Interface Party in relation to the Rail Interface Works and the WGT Rail Licence in accordance with section 6 of Schedule 24.
- (g) **(Rail safety and accreditation):** Without limiting clause 10.12(h) or clause 10.7, Project Co must in carrying out the D&C Activities:
  - (i) not do, or omit to do, anything in respect of the Rail Interface Works which may cause the Accreditation of any Rail Transport Operator to be suspended or cancelled;
  - (ii) liaise, co-operate and use its best endeavours (including by providing such information and documentation required by any Rail Transport Operator or any other authority from time to time responsible for Accreditation):

- A. to assist the relevant Rail Transport Operator to obtain or maintain any Accreditation, or modify its Accreditation, to the extent necessary for the performance of, or as a result of, the Rail Interface Works;
- B. to assist the relevant Rail Transport Operator to:
  - 1) prepare Safety Management Documentation in relation to the Rail Interface Works; and
  - 2) manage changes associated with the Rail Interface Works as relevant to the Safety Management System;
- C. to provide information, advice and other support in relation to the Rail Interface Works as required by the relevant Rail Transport Operator in order to amend its Safety Management System, or by the State in order to facilitate any Rail Transport Operator amending its Safety Management System; and
- D. to make available all relevant personnel to attend Safety Management System meetings or workshops as arranged from time to time to the extent such meetings or workshops relate to the Rail Interface Works,

until the relevant Rail Transport Operator has completed all activities associated with amending its Safety Management System as a consequence of the performance of the Rail Interface Works and any notifications or variations to the Safety Management System have been accepted by the Safety Regulator under the Rail Safety Acts;

- (iii) undertake a comprehensive risk analysis of the Rail Interface Works. In undertaking the risk analysis, Project Co shall convene a workshop in conjunction with the relevant Rail Transport Operator and arrange for representatives of the State, the relevant Rail Interface Parties and other relevant stakeholders to attend; and
  - (iv) develop a railway site safety plan which includes appropriate measures and procedures to eliminate, reduce or manage identified risks. Such measures and procedures shall be to the satisfaction of the relevant Rail Interface Parties.
- (h) **(Project Co's risks):** Project Co must:
- (i) pay for or reimburse the State and the Rail Interface Parties for any costs, Claims or Liabilities in connection with:
    - A. the undertaking of the Rail Interface Works including under the Rail Projects Agreements, the Interstate Infrastructure Lease and the WGT Rail Licence (excluding those obligations retained by the State set out in section 4 of Schedule 24 and including those obligations identified as the responsibility of Project Co in section 4 of Schedule 24); and
    - B. their costs relating to access for, disruption relating to and impact of, the Rail Interface Works; and

- (ii) indemnify the State and, in respect of Category 1 Rail Land, Public Transport Victoria, against any Claim or Liability arising in connection with:
    - A. any breach by Project Co of its obligations under this clause 10.12;
    - B. any access or disruption relating to the impact of the Rail Interface Works in breach of this clause 10.12; and
    - C. any damage caused by Project Co to the property of the Rail Interface Parties.
- (i) **(Unplanned Occupation Impact):** If there is or is likely to be an Unplanned Occupation Impact, Project Co must:
  - (i) immediately notify the State, Public Transport Victoria and the relevant Rail Interface Parties of the occurrence or likely occurrence of the Unplanned Occupation Impact and the expected duration of the Unplanned Occupation Impact;
  - (ii) take all necessary steps to bring any Unplanned Occupation Impact to an end as soon as possible; and
  - (iii) submit to the State, Public Transport Victoria and the relevant Category 1 Rail Interface Parties, within 2 Business Days of the occurrence of an Unplanned Occupation Impact, a cure plan which:
    - A. identifies the reasons why the Unplanned Occupation Impact occurred; and
    - B. describes the steps to be taken by Project Co (including any changes to operating procedures, policies or practices of Project Co) to ensure that Unplanned Occupation Impacts do not recur.
- (j) **(State's review of cure plan):** The State must, within 3 Business Days of receiving a cure plan from Project Co under clause 10.12(i)(iii), consider the cure plan and provide Project Co with a notice either:
  - (i) stating that the State is satisfied (acting reasonably) with the cure plan; or
  - (ii) specifying the reasons why the State is not satisfied (acting reasonably) with the cure plan.
- (k) **(Amended cure plan):** Project Co must, within 3 Business Days of a notice received from the State in accordance with clause 10.12(j)(ii), submit an amended cure plan which addresses the reasons the State is not satisfied as identified by the State in the notice.
- (l) **(State's review of amended cure plan):** Following submission of an amended cure plan under clause 10.12(k), the State must, within 3 Business Days of receiving an amended cure plan from Project Co under clause 10.12(k), consider the amended cure plan and provide Project Co with a notice either:
  - (i) stating that the State is satisfied (acting reasonably) with the amended cure plan; or

- (ii) specifying the reasons why the State is not satisfied (acting reasonably) with the amended cure plan, in which case clause 10.12(k) and this clause 10.12(l) will apply again as though the amended cure plan was the original cure plan submitted under clause 10.12(i)(iii).
- (m) **(Project Co to comply with cure plan):** Project Co must comply with any cure plan in relation to which the State provided a notice under clause 10.12(j)(i) or 10.12(l)(i).
- (n) **(Suspension of access):** Where three or more Unplanned Occupation Impacts occur in relation to any one Category 1 Rail Interface Party, the State will be entitled to suspend Project Co's access to the relevant area for the purpose of undertaking the Rail Interface Works (**Rail Interface Area**) until such time as the State is satisfied (acting reasonably) with the cure plan submitted by Project Co under clause 10.12(i)(iii) or clause 10.12(k) (as the case may be).
- (o) **(Vacate Rail Interface Area):** Where the State exercises its rights under clause 10.12(n), Project Co must vacate the Rail Interface Area in a safe condition.
- (p) **(State's obligations):** The State must:
  - (i) ensure that the Project is nominated as:
    - A. a "State Project" under clause 10.3 of each Rail Projects Agreement; and
    - B. a "State Rail Project" under clause 7.5(a) of the Interstate Infrastructure Lease,on and from the date of this Agreement and that nomination, or equivalent, is maintained (and not suspended or discontinued under clause 11.1 of each Rail Projects Agreement or clause 7.5(b) of the Interstate Infrastructure Lease) until the end of the D&C Phase;
  - (ii) procure that the Rail Interface Parties provide Project Co with access in accordance with and comply with their relevant obligations under:
    - A. in respect of each Category 1 Rail Interface Party, the applicable Rail Projects Agreements; and
    - B. in respect of the Category 4 Rail Interface Party, the WGT Rail Licence; and
  - (iii) procure that the Rail Interface Parties mitigate any losses, damages, costs and expenses as a result of the undertaking of the Rail Interface Works.
- (q) **(Cancellation of Agreed Occupations):** If a Category 1 Rail Interface Party or the State cancels an Agreed Occupation that has been granted under the relevant Rail Projects Agreement or Interstate Infrastructure Lease for any reason other than as a result of an act or omission of Project Co:
  - (i) such cancellation will not be a breach of this Agreement but will be treated as a Compensable Extension Event; and
  - (ii) except as expressly provided for in clause 10.12(q)(i), the State is not liable for, or in connection with, any Claim by Project Co or the D&C Subcontractor (and Project Co and the D&C Subcontractor is absolutely barred from making any Claim) arising out of, or in connection with, the cancellation of the Agreed Occupation.



### 10.13 Interface with Mackenzie Road and Appleton Dock Road

Without limiting Project Co's obligations under clauses 10.7 and 10.8, on and from the Date of West Gate Tunnel Completion, Project Co will be relieved of its obligations under this Agreement to the extent that it is prevented, hindered or disrupted from performing those obligations in accordance with the State Project Documents as a direct consequence of either Mackenzie Road and/or Appleton Dock Road not being kept open to the public for the safe, continuous and efficient passage of vehicles, except to the extent that a closure or partial closure of either Mackenzie Road and/or Appleton Dock Road:

- (a) is a result of carrying out maintenance, management, operation, repair or refurbishment activities which:
  - (i) other than in the case of an emergency, have been notified to Project Co sufficiently in advance of being carried out in accordance with any agreed traffic operations requirements; and
  - (ii) may be reasonably expected of a private road operator complying with best industry practices; or
- (b) is otherwise carried out with the prior consent of Project Co.

### 10.14 Interface with OSARs Project

- (a) The parties acknowledge and agree that:
  - (i) Project Co must negotiate in good faith with the State and OSARs Project Co and use its best endeavours to; and
  - (ii) the State must, and must procure that OSARs Project Co, negotiates in good faith with Project Co and uses its best endeavours to,agree and enter into an interface agreement with respect to the OSARs Project in the form substantially set out in Schedule 25 by 31 January 2018, or such later date as the parties may agree.
- (b) The parties acknowledge and agree that as part of the negotiations contemplated by clause 10.14(a), they will consider and discuss in good faith whether any amendments are required to this Agreement in respect of the interface between the Project and the OSARs Project.
- (c) The parties acknowledge and agree that:
  - (i) the Interface Working Group as described in the draft form of the WGT-OSARs Interface Agreement set out in Schedule 25 will commence; and
  - (ii) Project Co must comply, the State must comply and the State will procure that OSARs Project Co complies, with clauses 7 and 9 of the draft set out in Schedule 25,

on and from the date of this Agreement until execution of the WGT-M80 Interface Agreement, in order to achieve the objective in clause 10.14(a).

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## 11. Project Plans and O&M Manuals and Business Management Strategy

- (a) **(Submission):** Project Co must prepare, finalise, implement and update the Business Management Strategy, Project Plans and O&M Manuals in accordance



with the Project Plans and O&M Manuals Section and submit the Business Management Strategy, Project Plans and O&M Manuals to the State and the Independent Reviewer and Environmental Auditor for review in accordance with the Review Procedures.

- (b) **(Additional information):** Project Co must provide any additional information in connection with the Business Management Strategy, Project Plans and O&M Manuals at any time as reasonably requested by the State or the Independent Reviewer and Environmental Auditor.
- (c) **(Delivery):** Unless otherwise agreed by the State, Project Co must carry out the Project Activities in accordance with the Business Management Strategy, Project Plans and O&M Manuals.
- (d) **(Code of Maintenance Standards):** Subject to section 11.1(d) of Part F7 of the PSR, the State and Project Co acknowledge and agree that, notwithstanding any other provision of this Agreement, Project Co may depart from and/or amend any scheduled activity, intervention, process, standard or other provision set out in the Code of Maintenance Standards (including the preliminary Code of Maintenance Standards set out in Part K of the PSR) provided that such departure and/or amendment (as applicable) is consistent with Project Co's obligation to carry out the O&M Activities in accordance with Best O&M Practices.
- (e) **(Updating plans):** The parties acknowledge and agree that:
  - (i) as at the date of this Agreement, the plans set out in the VIPP Schedule, Schedule 22 and Schedule 23 have not been updated to ensure compliance with all of the requirements of this Agreement to the extent such requirements have changed from, or are additional to, the requirements set out in the Agreed Project Agreement (as defined in the Western Distributor Commitment Deed);
  - (ii) within 3 months after the date of this Agreement, Project Co must:
    - A. update the plans set out in the VIPP Schedule, Schedule 22 and Schedule 23 to ensure compliance with all of the requirements of this Agreement to the extent that such requirements have changed from, or are additional to, the requirements set out in the Agreed Project Agreement (as defined in the Western Distributor Commitment Deed); and
    - B. submit the updated plans to the State for its approval; and
  - (iii) if the State does not approve the updated plans in accordance with clause 11(e)(ii)B, Project Co must continue to comply with the VIPP Schedule, Schedule 22 and Schedule 23 as at the date of this Agreement.

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## 12. Health and safety

### 12.1 Project Co's general OHS obligations

Project Co:

- (a) **(general OHS):** except in relation to the obligations of any Principal Contractor under the OHS Legislation appointed in accordance with this clause 12, accepts that it is responsible for all aspects of health and safety relating to the Relevant Infrastructure, the Site and the Project Activities from Financial Close until the

Expiry Date and it cannot delegate or assign this responsibility to a third party without the prior approval of the State; and

- (b) **(cooperation)**: must cooperate with the State in respect of the discharge of any occupational health and safety obligations of the State in connection with the Project under the OHS Legislation, and must:
- (i) comply with all reasonable requests of the State to assist it to discharge its obligations;
  - (ii) refrain from doing anything that may impede the State in discharging its obligations;
  - (iii) notify the State immediately of any non-compliance or potential non-compliance in connection with the OHS Legislation or any other significant occupational health and safety incident that occurs in connection with the Relevant Infrastructure, the Site or the Project Activities and provide such information and documentation requested by the State in respect of any such non-compliance or incident, including any information or documents demonstrating actions taken by Project Co to remedy hazardous conditions or any other conditions which caused the non-compliance or incident(s);
  - (iv) provide to the State upon its request, access to any documentation relevant to safety, including the following:
    - A. health, safety and environmental audit reports or similar documents;
    - B. health, safety and environmental performance reports or any similar documents;
    - C. records of any breaches under the OHS Legislation;
    - D. documents demonstrating actions taken by the Principal Contractor or its subcontractors to comply with OHS Legislation or this Agreement (including the PSR) in respect of safety;
    - E. documents demonstrating implementation of any actions to remedy any notices under this Agreement (including the PSR); and
    - F. any health, safety and environmental information received by Project Co from a Subcontractor; and
  - (v) require that all Subcontracts contain clauses equivalent to clauses 12.1(b)(i) to 12.1(b)(iv), provided that the equivalent clauses in the Enterprise-wide Subcontracts will relate only to the O&M Activities carried out under those Enterprise-wide Subcontracts.

## 12.2 Principal Contractor

- (a) **(Appointment of Principal Contractor)**: The State will:
- (i) appoint CPB Contractors Pty Limited (ABN 98 000 893 667) as Principal Contractor pursuant to, and for the purposes of, the OHS Legislation in respect of the parcels of land comprising the Construction Areas (other than the WGT Road Area, the Port Transaction Land and the Licensed

Areas (as defined under the WGT Rail Licence)) as they are made available progressively to Project Co under this Agreement and the Construction Licence and up to and including the Date of West Gate Tunnel Completion, in connection with the D&C Activities; and

- (ii) authorise CPB Contractors Pty Limited (ABN 98 000 893 667) to manage or control the Construction Areas (other than the WGT Road Area, the Port Transaction Land and the Licensed Areas (as defined under the WGT Rail Licence)) to the extent necessary to discharge the duties of a Principal Contractor under the OHS Legislation.
- (b) **(Obligations of Principal Contractor):** Project Co must ensure that CPB Contractors Pty Limited (ABN 98 000 893 667):
- (i) accepts the appointment as, and complies with the obligations of, a Principal Contractor under the OHS Legislation;
  - (ii) accepts any revised appointment as Principal Contractor that may be necessary as a result of a Change in Mandatory Requirements which occurs after the date of this Agreement; and
  - (iii) is able to discharge the obligations required of a Principal Contractor.
- (c) **(Appointment of Principal Contractor in connection with the O&M Activities):**
- (i) The State appoints OpCo to perform or ensure the performance of the role of Principal Contractor in respect of any 'construction project' which meets the applicable threshold under the OHS Regulations undertaken in connection with the O&M Activities and authorises OpCo to manage and control the O&M Site to the extent necessary to discharge the duties of a Principal Contractor under OHS Legislation;
  - (ii) Project Co must ensure that OpCo accepts the appointment as, and complies with the obligations of, a Principal Contractor under the OHS Legislation in respect of any 'construction project' which meets the applicable threshold under the OHS Regulations undertaken in connection with the O&M Activities, unless:
    - A. another person has the capability and resources to comply with the duties of Principal Contractor under OHS Legislation in respect of that construction project;
    - B. OpCo appoints that person as Principal Contractor in respect of that construction project; and
    - C. OpCo authorises that person to manage or control the O&M Site, or part thereof, to the extent necessary to discharge the duties of a Principal Contractor under OHS Legislation in respect of that construction project.
  - (iii) In respect of any Principal Contractor appointment under clause 12.2(c)(ii)B, Project Co, or OpCo acting as its nominee, must ensure that the appointed Principal Contractor:
    - A. accepts the appointment as, and complies with the obligations of, a Principal Contractor under the OHS Legislation;
    - B. accepts any revised appointment as Principal Contractor that may be necessary as a result of a Change in Mandatory

Requirements which occurs after the date of this Agreement;  
and

- C. is able to discharge the obligations required of a Principal Contractor.
- (iv) In respect of any Principal Contractor appointment under clause 12.2(c)(ii)B, if, for any reason, the entity identified as appointed as Principal Contractor is determined at Law to not be validly appointed within the meaning of and for the purposes of the OHS Legislation, OpCo is hereby taken to have been appointed as Principal Contractor in accordance with clause 12.2(c)(ii), in respect of the construction project, from its commencement, and OpCo accepts that appointment.

### 12.3 New WHS Regulations

If the New WHS Regulations are enacted in Victoria and supersede the OHS Regulations and the new WHS Regulations require the State to appoint a Principal Contractor for any of the Relevant Infrastructure, the Site or the Project Activities in accordance with the New WHS Regulations, then:

- (a) **(appointment under New WHS Regulations):** the State will appoint:
  - (i) CPB Contractors Pty Limited (ABN 98 000 893 667) as Principal Contractor in respect of the Construction Site up to and including the Date of West Gate Tunnel Completion, in connection with the D&C Activities; and
  - (ii) OpCo as Principal Contractor in respect of the O&M Site from the Date of West Gate Tunnel Completion, to the extent required under the New WHS Regulations, provided that clause 12.2(c)(ii) will apply to that appointment (as if it were an appointment under clause 12.2); and
- (b) **(Project Co to procure):** Project Co must procure that CPB Contractors Pty Limited (ABN 98 000 893 667) and OpCo accept appointment as Principal Contractor for the purposes of clauses 12.3(a)(i) and 12.3(a)(ii) under the New WHS Regulations on terms that are the same as those specified in clause 12.2 and on other such terms as are prescribed in the New WHS Regulations for a Principal Contractor.

### 12.4 OHS Accreditation Scheme

Project Co:

- (a) **(OHS accreditation):** warrants that the D&C Subcontractor is accredited under the OHS Accreditation Scheme; and
- (b) **(D&C Subcontractor requirements):** must ensure that the D&C Subcontractor:
  - (i) subject to the exclusions specified in the *Fair Work (Building Industry - Accreditation Scheme) Regulation 2016* (Cth), maintains accreditation under the OHS Accreditation Scheme while building work (as defined in section 5 of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth)) is carried out; and

- (ii) complies with all conditions of the OHS Accreditation Scheme accreditation.

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## 13. Site issues

### 13.1 Industrial issues

Project Co:

- (a) **(Sole responsibility):** has sole responsibility for and must manage all aspects of industrial relations in connection with:
  - (i) the Project Activities; and
  - (ii) the Relevant Infrastructure,including any industrial relations issues arising in respect of the Interface Parties; and
- (b) **(State to be informed):** must keep the State fully and immediately informed of industrial relations issues or action which affect or are likely to affect the carrying out of the Project Activities or the Relevant Infrastructure and what action or measures (including settlements) Project Co has taken or proposes to take to overcome the effects of such industrial relations issues or action.

### 13.2 Traffic management

- (a) **(Traffic Management):** Subject to the Road Management Act, the Relevant Legislation and the powers and functions of any relevant road authority under the Road Management Act, Project Co must, during the carrying out of the Project Activities, control, direct, manage and protect all traffic in the Leased Area, the Construction Areas and the Maintenance Areas (as the case may be) to ensure:
  - (i) the safe, efficient and continuous movement of traffic;
  - (ii) that any traffic congestion, delays or disruptions to Roads, CityLink, public transport, pedestrians, cyclists, or any shared use path are minimised; and
  - (iii) that Project Co otherwise complies with this Agreement.
- (b) **(Compliance):** Project Co must:
  - (i) at all times comply with the Traffic Management Strategy, Road Management Act, Relevant Legislation, Road Safety Act and this Agreement in connection with traffic management; and
  - (ii) comply with the directions of the Project Proponent and any relevant road authority under the Road Management Act in connection with the management of traffic.
- (c) **(Preparation of M80 Traffic Management Plan):** The following process will apply to the preparation of the initial M80 Traffic Management Plan and any subsequent update to the M80 Traffic Management Plan:
  - (i) the State must procure that the M80 Contractor prepares a draft of the M80 Traffic Management Plan to give priority to, and not conflict with, the M80 Interface Works (including the sequencing of such M80 Interface

- Works) or any other works being carried out by Project Co contained in the then current WGT Traffic Management Plan;
- (ii) the State must ensure that the M80 Contractor provides the draft M80 Traffic Management Plan to Project Co by 31 October 2018;
  - (iii) within 13 Business Days (or in respect of the initial M80 Traffic Management Plan, 30 Business Days) after receiving the draft M80 Traffic Management Plan from the M80 Contractor, Project Co may review and provide any comments to give priority to, and not conflict with, the M80 Interface Works (including the sequencing of such M80 Interface Works) or any other works being carried out by Project Co, as set out in the then current WGT Traffic Management Plan and otherwise any other reasonable comments on the draft M80 Traffic Management Plan;
  - (iv) the State must ensure that the M80 Contractor must amend the draft M80 Traffic Management Plan to give priority to, and not conflict with, the M80 Interface Works (including the sequencing of such M80 Interface Works) or any other works being carried out by Project Co, as set out in the then current WGT Traffic Management Plan and otherwise take into account any reasonable comments provided by Project Co in accordance with clause 13.2(c)(iii) and provide a copy to Project Co and provided the State has complied with this clause, Project Co will not be entitled to make any further comments in respect of that version of the M80 Traffic Management Plan; and
  - (v) a draft M80 Traffic Management Plan will become the then current M80 Traffic Management Plan upon either:
    - A. the expiration of the period referred to in clause 13.2(c)(iii), where Project Co has not provided any comments in accordance with that clause; or
    - B. the State complying with clause 13.2(c)(iv).
- (d) **(Preparation of an updated WGT Traffic Management Plan):** The following process will apply to the preparation of any updated or amended WGT Traffic Management Plan by Project Co:
- (i) Project Co must prepare the updated or amended WGT Traffic Management Plan to give priority to, and not conflict with, the WGT-M80 Interface Works (including the sequencing of such WGT-M80 Interface Works) or any other works being carried out by the M80 Contractor contained in the then current M80 Traffic Management Plan;
  - (ii) Project Co must submit the draft updated or amended WGT Traffic Management Plan to the State prior to altering any traffic arrangements in its then current WGT Traffic Management Plan;
  - (iii) within 13 Business Days after receiving the draft updated or amended WGT Traffic Management Plan from Project Co, the State and the M80 Contractor may review and the State may provide any comments (including any comments received from the M80 Contractor) to give priority to, and not conflict with, the WGT-M80 Interface Works (including the sequencing of such WGT-M80 Interface Works) or any other works being carried out by the M80 Contractor, as set out in the then current M80 Traffic Management Plan and otherwise any other reasonable comments on the draft WGT Traffic Management Plan;

- (iv) Project Co must amend the draft updated or amended WGT Traffic Management Plan to give priority to, and not conflict with, the WGT-M80 Interface Works (including the sequencing of such WGT-M80 Interface Works) or any other works being carried out by the M80 Contractor, as set out in the then current M80 Traffic Management Plan and otherwise take into account any reasonable comments provided by the State in accordance with clause 13.2(d)(iii) and provide a copy to the State and provided Project Co has complied with this clause, the State and the M80 Contractor will not be entitled to make any further comments in respect of that version of the WGT Traffic Management Plan; and
- (v) a draft updated or amended WGT Traffic Management Plan will become the WGT Traffic Management Plan upon either:
  - A. the expiration of the period referred to in clause 13.2(d)(iii), where the State has not provided any comments in accordance with that clause; or
  - B. Project Co complying with clause 13.2(d)(iv).
- (e) **(WGT-M80 Site Access and Interface Protocols)**: The State will procure and provide to Project Co a set of draft WGT-M80 Site Access and Interface Protocols for review and comment. Within 10 Business Days of receiving the draft WGT-M80 Site Access and Interface Protocols, Project Co may provide the State with reasonable comments on the draft WGT-M80 Site Access and Interface Protocols. Upon either:
  - (i) the State addressing the reasonable comments of Project Co provided in accordance with this clause 13.2(e); or
  - (ii) the period referred to in this clause 13.2(e) expiring without Project Co providing any comments,the draft WGT-M80 Site Access and Interface Protocols will become the WGT-M80 Site Access and Interface Protocols for the purpose of the WFT-M80 Interface Agreement.
- (f) **(Application of this clause 13.2(f))**: The parties acknowledge that:
  - (i) if the Pre-Agreed Modification in respect of M80 Interface Works is not directed pursuant to a Pre-Agreed Modification Election Notice by the expiry of the time within which that Pre-Agreed Modification may be directed under this Agreement, clauses 13.2(d), 13.2(e) and 13.2(f) will cease to apply; and
  - (ii) clauses 13.2(c), 13.2(d), 13.2(e) and 13.2(f) will not apply on and from the Operative Date (as defined in the WGT-M80 Interface Agreement).

### 13.3 State's right to enter, inspect and test

- (a) **(Right of entry)**: Subject to clauses 13.3(b), 13.3(c), 13.3(f) and 13.3(k), the State and any of its Associates (excluding the Interface Parties, except as otherwise contemplated in any relevant:
  - (i) Direct Interface Agreement or Rail Interface Parties' Requirements in respect of the Rail Land and the Rail Interface Works only; or
  - (ii) Road Interface Agreement),



and any other person authorised by them (including the Independent Reviewer and Environmental Auditor) may during Business Hours or upon giving reasonable notice to Project Co (except in the case of an emergency when no notice is required) enter the Site or the offices of Project Co to:

- (iii) inspect, observe or test any part of the Relevant Infrastructure or the Project Activities (whether or not such inspections, observations or test are otherwise required in accordance with this Agreement);
  - (iv) exercise any right (including any step-in right) or carry out any obligation which the State has in accordance with any State Project Document;
  - (v) take such other action as the State considers necessary to exercise its rights in accordance with any State Project Document and to discharge its executive or statutory rights or duties; or
  - (vi) examine and make copies of the records, reports and all documents reasonably requested of Project Co or any Subcontractor in connection with the Project.
- (b) **(Conditions of access):** When entering the Site or the offices of Project Co in accordance with clause 13.3(a) or otherwise, the State must and must ensure its Associates and any authorised person:
- (i) complies with the Site Access and Interface Protocols and any generally applicable safety and security requirements of Project Co;
  - (ii) does not unnecessarily interfere with the carrying out of the Project Activities;
  - (iii) does not damage the Relevant Infrastructure, the Site or property of Project Co or its Associates; and
  - (iv) on and from the Date of Tolling Completion, use reasonable endeavours to access the Freeway during a Low Impact Lane Closure, period of planned maintenance or any other planned closure.
- (c) **(Limitation of office access):** The State's rights under clause 13.3(a) to enter into the offices of Project Co will be limited to inspection of:
- (i) the FCC, the Alternate Traffic Control Room, Key Operational Areas;
  - (ii) any other office dedicated to the Project or the Project and CityLink; and
  - (iii) any other office or part of an office where D&C Activities are being carried out.
- (d) **(Project Co to assist):** Subject to clause 13.3(k), if requested by the State, Project Co must assist the State in connection with any inspection or testing in accordance with this clause 13.3, including:
- (i) providing access to such part of the Relevant Infrastructure and all Project Co Materials as may be required by the State;
  - (ii) preparing samples of materials used in connection with the Relevant Infrastructure as required by the State;
  - (iii) forwarding the samples prepared in accordance with clause 13.3(d)(ii) to the State or such other place or person notified by the State; and



- (iv) if requested by the State, carrying out any tests (including tests not otherwise required by this Agreement) and providing the results of those tests to the State.
- (e) **(Relevant Infrastructure not to be covered up):**
  - (i) The State may direct that any part of the Relevant Infrastructure must not be covered up or made inaccessible without the State's prior approval, which will not be unreasonably withheld or delayed.
  - (ii) Where a direction has been given under clause 13.3(e)(i) and a part of the Relevant Infrastructure has been covered up or made inaccessible without the State's prior approval and the State wishes to inspect or test that part of the Relevant Infrastructure, Project Co must uncover or make accessible such part of the Works and all costs associated with uncovering or making accessible such part of the Relevant Infrastructure must be borne by Project Co.
- (f) **(Project Co to test Tolling Back Office System):** If the State wishes to test the Tolling Back Office System, the Asset Management System or the OMCS Back Office in accordance with clause 13.3(a)(iii), the State may not carry out those tests itself and must instead direct Project Co to carry out such tests, which may be carried out in the presence of the State, any of its Associates or any other person authorised by the State.
- (g) **(Costs of inspection or testing):** Subject to clause 13.3(h), the State will bear the reasonable costs incurred by it and Project Co (including loss of toll revenue) in connection with any inspection or test conducted at the State's direction in accordance with this clause 13.3, and the reasonable costs incurred by Project Co will be a debt due and payable from the State to Project Co, unless:
  - (i) the inspection or test reveals a Defect or an O&M Non-Conformance or is in connection with work undertaken to correct or overcome a Defect or an O&M Non-Conformance (excluding any Defect or O&M Non-Conformances which exist as a direct consequence of the status of the Relevant Infrastructure as at the date of the inspection or test);
  - (ii) the inspection or test is in connection with Relevant Infrastructure covered up or made inaccessible without the State's prior approval where such approval was required; or
  - (iii) the inspection or test was otherwise required by this Agreement to be carried out by Project Co or should have been carried out by Project Co in accordance with Best Industry Practices,in which case Project Co will be responsible for its own costs and all reasonable costs incurred by the State, and the reasonable costs incurred by the State will be a debt due and payable from Project Co to the State.
- (h) **(Revenue loss):** The State will not be liable for loss of toll revenue under clause 13.3(g) to the extent that any inspection or test is carried out during, and does not result in any closure of the Freeway other than, a Low Impact Lane Closure, a period of planned maintenance or any other planned closure.
- (i) **(Certifications):** Subject to clause 13.3(j), if the results of any inspection or test demonstrate that work which has been certified as compliant with the requirements of this Agreement is actually not compliant:
  - (i) the relevant certifications will be void to the extent of the non-compliance; and

- (ii) the process for the issue of the relevant certifications will reapply.
- (j) **(Exclusion completion certificates):** The parties acknowledge and agree that clause 13.3(j) will not operate to void a Certificate of West Gate Tunnel Completion, Certificate of Tolling Completion or Certificate of Close-Out.
- (k) **(Enterprise-wide Subcontracts):** This clause 13.3 does not entitle the State, its Associates, the Interface Parties (where applicable) or any other person authorised by any of them (including the Independent Reviewer and Environmental Auditor) to:
  - (i) request access to, or a copy of, any Enterprise-wide Subcontract;
  - (ii) inspect, observe or test any goods that are provided or to be provided, or services that are performed or to be performed, under any Enterprise-wide Subcontract other than to the extent the goods or services relate to the O&M Activities;
  - (iii) request any records, reports, documents or other information from any Subcontractor to an Enterprise-wide Subcontract, other than where such request is made to Project Co directly and only insofar as those records, reports, documents or other information relate to the O&M Activities; or
  - (iv) take any other action in connection with an Enterprise-wide Subcontract, other to the extent such action is expressly permitted under another provision of this Agreement.

## 13.4 Security

Without limiting anything in the PSR, Project Co must provide reasonable security measures in accordance with Best Industry Practices or otherwise as are provided on similar projects or Australian motorways for the protection and security of the Relevant Infrastructure against theft, vandalism, unauthorised entry into the Site and any other unlawful acts.

## 13.5 Utilities

- (a) **(Project Co obligations):** Project Co must:
  - (i) do all things reasonably necessary to enable the State and the Project Proponent to comply with their obligations under the Relevant Legislation and each Utility Agreement in connection with Relevant Utility Infrastructure, including:
    - A. preparing all required notices to Relevant Utilities under the Relevant Legislation and submitting the required notices to the State and the Project Proponent;
    - B. providing with each required notice submitted to the State and the Project Proponent, such information and documentation to enable the Project Proponent to provide the required notice to each Relevant Utility;
    - C. immediately notifying the State and the Project Proponent whenever it discovers Relevant Utility Infrastructure within the Construction Site;
    - D. giving the State and the Project Proponent reasonable notice prior to the removal, relocation or carrying out of works to any Relevant Utility Infrastructure; and

- E. immediately notifying the State and the Project Proponent whenever it causes damage to any Relevant Utility Infrastructure;
      - (ii) ensure that it does not, in connection with Relevant Utility Infrastructure, cause the State or the Project Proponent to be in breach of:
        - A. any of their obligations under the Relevant Legislation; or
        - B. a provision of any Utility Agreement; and
      - (iii) upon request, provide any information or supporting documentation the State or the Project Proponent may reasonably require in relation to Relevant Utility Infrastructure.
  - (b) **(Project Co's risks):** Project Co:
    - (i) must obtain and pay for any Utility Infrastructure and all connections for all Utility Infrastructure it needs to carry out its obligations under the State Project Documents;
    - (ii) must investigate, protect, relocate, modify and provide for all Utility Infrastructure necessary for it to comply with its obligations under the State Project Documents;
    - (iii) assumes the risk of the existence, location, condition and availability of Utility Infrastructure in connection with the Project Activities;
    - (iv) must indemnify the State and the Project Proponent against any Claim or Liability arising in connection with:
      - A. any disruption or damage to any Utility Infrastructure; and
      - B. the removal, relocation or carrying out of works to Utility Infrastructure,arising in connection with the Project; and
    - (v) must indemnify the State and the Project Proponent against any Claim or Liability arising in connection with a failure by Project Co to comply with any obligation under:
      - A. the State Project Documents with respect to Utility Infrastructure or the Utility Infrastructure Works including Project Co's obligations under section 5.1(k) of Part A of the PSR; and
      - B. any Utility Agreement (to the extent that Project Co has executed a Deed of Accession in respect of that Utility Agreement) or the Relevant Legislation with respect to Relevant Utility Infrastructure or the Utility Infrastructure Works.
  - (c) **(State not liable):** Neither the State nor the Project Proponent will be liable to Project Co in connection with any Claim arising in connection with any Utility Infrastructure, except to the extent that such a Claim is caused by:
    - (i) a breach of any State Project Document by the State;

- (ii) a breach of a Utility Agreement by the Project Proponent (other than to the extent such breach is caused or contributed to by Project Co); or
  - (iii) a fraudulent, reckless, unlawful, negligent or malicious act or omission of the State or the Project Proponent.
- (d) **(Consultation):** Project Co must:
- (i) consult with Utilities and any other persons having an interest (such as a licence, or the benefit of an Easement) in land included in the Construction Site, with such consultation to be undertaken in accordance with the requirements of section 1 of Part E of the PSR; and
  - (ii) minimise any disruption to, costs incurred by, and revenue forgone by, all such persons as a result of the undertaking of the Works.
- (e) **(Utility Agreements):** Project Co:
- (i) must use all reasonable endeavours to negotiate the terms of Utility Agreements required by the Relevant Legislation:
    - A. in a similar form to that set out in the Utilities Schedule; or
    - B. in any other form provided that the rights and obligations of the Project Proponent and Project Co as set out in the Utilities Schedule are not materially adversely affected.
- To the extent that any Utility Agreement is in a form other than the Utilities Schedule, any changes must be first approved by the State and the Project Proponent (such approval not to be unreasonably withheld or delayed);
- (ii) must submit to the Project Proponent and the State the agreed terms of each Utility Agreement as negotiated with the Relevant Utility for review and approval in accordance with the Review Procedures and, if approved, execution of the Utility Agreement by the Project Proponent;
  - (iii) must, in the event that any changes to the form of the Utility Agreement set out in the Utilities Schedule are not approved by the Project Proponent or the State, renegotiate those changes with the Relevant Utility to the satisfaction of the Project Proponent and the State (which approval must not be unreasonably withheld or delayed);
  - (iv) must, in the event that a Utility Agreement with a Relevant Utility has not been entered into within the relevant negotiation period (as defined in the Relevant Legislation), participate in the dispute resolution process set out in Part 7, Division 4 of the Relevant Legislation, including by:
    - A. seeking to agree with the Relevant Utility on a suitable expert to be appointed by the Project Minister (as defined in the Relevant Legislation) to determine the dispute;
    - B. preparing and making submissions to the expert on the matters in dispute;
    - C. providing such information, documentation and assistance as is sought by the Project Proponent to ensure that the procedures determined by the expert for resolving the dispute are complied with; and

- D. being liable for the costs as set out in section 221 of the Relevant Legislation of any expert appointed under clause 13.5(e)(iv)A;
- (v) must by no later than 5 Business Days after a determination of the expert under the Part 7, Division 4 of the Relevant Legislation, notify the Project Proponent if:
  - A. the determination contains an error of law that, in the opinion of Project Co, ought to be appealed to the Supreme Court of Victoria; or
  - B. compliance with the determination would place Project Co in breach of its obligations under the State Project Documents;
- (vi) must provide such information, documentation and assistance as is sought by the Project Proponent to institute any appeal against the expert's determination or as is considered by the Project Proponent, in consultation with Project Co, to be warranted or necessary to participate in any appeal instituted by the Relevant Utility;
- (vii) must:
  - A. if requested by either the State or the Project Proponent, execute a Deed of Accession within 10 Business Days of being requested to do so; and
  - B. comply with its obligations under the Utility Agreements to which it accedes under clause 13.5(e)(vii)A; and
- (viii) subject to clause 13.5(c), acknowledges that none of:
  - A. the terms of any Utility Agreement (whether entered into before or after the date of this Agreement);
  - B. subject to clause 13.5(f)(i)B, any delay by the Project Proponent in entering into any Utility Agreement; or
  - C. any act or omission of any Relevant Utility, the State or the Project Proponent under or arising in connection with any Utility Agreement or proposed Utility Agreement,will:
  - D. relieve Project Co from, or alter or affect, its Liabilities, obligations or responsibilities whether under the State Project Documents or otherwise according to Law;
  - E. prejudice the State's rights against Project Co whether under the State Project Documents or otherwise according to Law; or
  - F. entitle Project Co to make any Claim against the State or the Project Proponent.
- (f) **(State obligations):** The State must:
  - (i) ensure that the Project Proponent:

- A. gives notices under the Relevant Legislation relating to the Project where those notices have been properly prepared by Project Co and are reasonably able or required to be given under the Relevant Legislation;
  - B. promptly enters into any Utility Agreement which is substantially in the form of the Utilities Schedule or has been approved by the Project Proponent in accordance with clause 13.5(e)(ii) or clause 13.5(e)(iii) or is taken to be approved in accordance with section 226 of the Relevant Legislation;
  - C. promptly provides notices received from a Utility under a Utility Agreement to Project Co;
  - D. promptly issues notices to a Utility at the request of Project Co, provided those notices are in accordance with the relevant requirements of the Utility Agreement;
  - E. gives Project Co reasonable prior notice that the dispute resolution process set out in Part 7, Division 4 of the Relevant Legislation has commenced, or that the State or the Project Proponent intend for it to commence (other than where it commences as a result of the notice prepared in accordance with this clause 13.5(f)(i)E);
  - F. upon request of Project Co, and where the Project Proponent and the Utility have not entered into a Utility Agreement, give notice under section 215 of the Relevant Legislation;
  - G. facilitates and permits Project Co's participation in the dispute resolution process set out in Part 7, Division 4 of the Relevant Legislation in accordance with clause 13.5(e)(iv);
  - H. promptly enters into a Deed of Accession executed by Project Co pursuant to clause 13.5(e)(vii); and
  - I. does not vary, amend or terminate a Utility Agreement in relation to which Project Co has executed a Deed of Accession other than with the prior written agreement of Project Co (which must not be unreasonably withheld or delayed); and
- (ii) use reasonable endeavours to ensure that the relevant Utility enters into a Deed of Accession executed by Project Co.

### 13.5A Tax Reimbursement Amount

- (a) **(Realignment Works):** The parties acknowledge and agree that the D&C Activities will include the realignment of the 220kV transmission power lines along the West Gate Freeway that are owned by AusNet Services **(Realignment Works)**.
- (b) **(Indemnity):** Subject to clause 13.5A(c), the State indemnifies Project Co in respect of any Liability incurred by Project Co or its Associates to the extent that it relates to a Claim by AusNet Services in respect of:
  - (i) any net income tax payable by AusNet Services as a consequence of the Realignment Works; and

- (ii) the net income tax payable by AusNet Services in respect of any payment AusNet Services receives from Project Co or its Associates in respect of a Claim referred to in clause 13.5A(b)(i).
- (c) **(Limitation of indemnity):** The State's Liability to indemnify Project Co in accordance with clause 13.5A(b) is limited to the net present value of any liability of AusNet Services to pay income tax in respect of the matters referred to in clause 13.5A(b) as at the date on which the Realignment Works achieve Handback **(Realignment Works Handback Date)** to the extent, if any, that net present value exceeds \$5 million **(Tax Reimbursement Amount)**. The net present value is to be calculated by reference to:
  - (i) the corporate tax rate applicable to AusNet Services;
  - (ii) any amounts to be included in the assessable income of AusNet Services as a consequence of the Realignment Works;
  - (iii) any additional amounts to be included in the assessable income of AusNet Services as a result of payments received from Project Co or its Associates in respect of a Claim referred to in clause 13.5A(b)(i);
  - (iv) the timing and quantum of future tax deductions available to AusNet Services relating to the Realignment Works; and
  - (v) the time at which AusNet Services would have a liability to pay an amount of income tax in respect of or as a result of the Realignment Works having regard to any tax losses available to AusNet Services as at Realignment Works Handback Date,with the objective of ensuring that AusNet Services is kept in a neutral position in respect of income tax as a consequence of the Realignment Works.
- (d) **(Structure D&C Activities):** Project Co will use its reasonable endeavours to work with the State, the D&C Subcontractor and AusNet Services to minimise the Tax Reimbursement Amount. In assessing whether Project Co has used "reasonable endeavours", the State acknowledges and agrees that Project Co cannot compel AusNet Services to obtain a private binding ruling from the Commissioner of Taxation in relation to income taxation consequences of the Realignment Works for AusNet Services.
- (e) **(Notification):** Project Co must notify the State as soon as reasonably practicable of:
  - (i) the Tax Reimbursement Amount;
  - (ii) the breakdown of the calculations to determine the Tax Reimbursement Amount; and
  - (iii) any other information reasonably requested by the State to allow it to verify the Tax Reimbursement Amount.

## 13.6 Schedule of Certificates and Notices

Project Co must provide to the State and, where applicable, the Independent Reviewer and Environmental Auditor, the certificates required by the Schedule of Certificates and Notices in accordance with the terms of the Schedule of Certificates and Notices.



## 13.7 State right to suspend

- (a) **(Suspension):** Subject to clauses 13.7(c) and 13.7(e), the State:
- (i) may instruct Project Co to suspend and, after a suspension has been instructed, to recommence, the carrying out of all or a part of the Works or the D&C Activities; and
  - (ii) is not required to exercise its power under clause 13.7(a)(i) for the benefit of Project Co.
- (b) **(Result of suspension):**
- (i) Subject to clause 13.7(b)(ii), Project Co will not be entitled to make any Claim against the State arising in connection with any suspension under clause 13.7(a) (including as contemplated under clause 13.7(c)).
  - (ii) An instruction to suspend the Works or the D&C Activities by the State under clause 13.7(a) (including as contemplated under clause 13.7(c)) will be deemed to be a Compensable Extension Event, except:
    - A. where section 2.4(k)(i) of the Design Review Section applies; or
    - B. to the extent the circumstances leading to the suspension:
      - 1) were caused or contributed to by breach of any Project Document, by or any fraudulent, reckless, unlawful, negligent or malicious act or omission of Project Co or any of its Associates; or
      - 2) were a Force Majeure Event.
- (c) **(Approval Suspension Period):** If a PSA Event occurs, then the State must, under clause 13.7(a), instruct Project Co to suspend all of the Works and the D&C Activities with effect from the date of the PSA Event. The State must not instruct Project Co to recommence the carrying out of all or a part of the Works or the D&C Activities under clause 13.7(a) until the earliest of the date that:
- (i) a planning scheme amendment for the West Gate Tunnel comes into operation under section 37 of the *Planning and Environment Act 1987* (Vic);
  - (ii) the State issues a Modification Order addressing the impact of the PSA Event on Project Co's ability to carry out the Project Activities;
  - (iii) an Alternative Approval is procured by the State; or
  - (iv) where, by a combination of the processes contemplated in clauses 13.7(c)(i), 13.7(c)(ii) and 13.7(c)(iii), the State addresses the impact of the PSA Event on Project Co's ability to carry out the Project Activities,
- (Approval Suspension Period).**
- (d) **(State's ability to instruct not limited):** The State's ability to give an instruction to Project Co under clause 13.7(a) (including the ability to instruct Project Co to recommence the carrying out of all or a part of the Works or the D&C Activities) is not subject to or limited by the absence of the Design and Development Overlay which, but for the PSA Event, would have applied.



- (e) **(Further agreement):** During an Approval Suspension Period, the parties may agree, acting reasonably, that Project Co will carry out all or part of the Works or the D&C Activities despite the occurrence of the PSA Event, and upon agreement (and in a manner consistent with that agreement) the State will give a revised instruction under clause 13.7(a). The State acknowledges and agrees that a failure by the parties to reach agreement in accordance with this clause 13.7(a) will not be taken to constitute a failure by Project Co to:
- (i) satisfy the condition precedent to an extension of time in clause 23.7(b);  
or
  - (ii) avoid or minimise the consequences of the Extension Event.
- (f) **(PSA Event briefings):** Upon request by Project Co during the Approval Suspension Period, the State must use reasonable endeavours to provide Project Co with regular briefings on the State's proposal to overcome the PSA Event and the status of the proposal, provided that any costs reasonably and properly incurred by the State in doing so will be reimbursed by Project Co to the extent they exceed \$500,000.

### 13.8 Salvaged materials

As between the State and Project Co, any salvaged materials in respect of the Works will be the absolute property of Project Co unless otherwise specified in or reasonably inferred from the PSR.

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## 14. Transurban / Project Co Deed of Undertaking

- (a) **(Definition):** For the purposes of this clause 14, 'Letter of Credit' has the meaning given in the Transurban / Project Co Deed of Undertaking.
- (b) **(State Consent):** Project Co agrees that it will not:
- (i) accept a Letter of Credit from Transurban Limited under the Transurban / Project Co Deed of Undertaking in a form substantially different from the form set out in Schedule 1 to the Transurban / Project Co Deed of Undertaking; or
  - (ii) approve a provider of a Letter of Credit under the Transurban / Project Co Deed of Undertaking,
- without the prior written consent of the State, such consent not to be unreasonably withheld or delayed.
- (c) **(Notification):** In order to facilitate Transurban Limited's undertaking in clause 2 of the Transurban / Project Co Deed of Undertaking, Project Co undertakes to the State that it will notify Transurban Limited when:
- (i) the State exercises its rights under clause 37.1(a) of this Agreement; or
  - (ii) Project Co receives notice from the State under clause 37.2 of this Agreement that the State intends to exercise its rights under clause 37.1(a) of this Agreement,
- promptly following the occurrence of the relevant event.
- (d) **(Direction to draw down):** Without limiting the State's rights under the State Project Documents or at Law:

- (i) the State may direct Project Co to exercise its right under clause 4(d) of the Transurban / Project Co Deed of Undertaking if Project Co has not done so as and when that right arises; and
- (ii) Project Co must promptly comply with the State's direction.

## PART B - D&C PHASE OBLIGATIONS

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### 15. D&C Program

- (a) **(Submission):** Project Co must submit to the State and the Independent Reviewer and Environmental Auditor the D&C Program for review in accordance with the Review Procedures by the times set out in the PSR.
- (b) **(Departure):** Project Co:
- (i) acknowledges and agrees that the D&C Program does not form part of this Agreement; and
  - (ii) subject to complying with clause 15(c), and without limiting its obligations in accordance with clause 23, may depart from the [ResetBid](#) D&C Program or D&C Program (as applicable) if it is necessary to do so to comply with this Agreement save that any such departure will not relieve Project Co from its obligations to achieve West Gate Tunnel Completion by the Date for West Gate Tunnel Completion under this Agreement.
- (c) **(Notice of departure):** Project Co must give notice to the State and the Independent Reviewer and Environmental Auditor:
- (i) Monthly of any proposed or likely departure from the [ResetBid](#) D&C Program or D&C Program (as applicable); and
  - (ii) in any event before departing from any critical path in the [ResetBid](#) D&C Program or D&C Program (as applicable),
- together with the reasons why it is necessary to do so to comply with this Agreement.
- (d) **(Updated D&C Program):** A notice under clause 15(c) must include:
- (i) an updated D&C Program submitted in accordance with the PSR for review in accordance with the Review Procedures; and
  - (ii) details of any D&C Program Activity Item not contained within the [ResetBid](#) D&C Program (**New D&C Program Activity Item**) and the Category of Works to which the New D&C Program Activity Item has been allocated.
- (e) **(Assessing Claims):** Neither the State nor the Independent Reviewer and Environmental Auditor is required to use the [ResetBid](#) D&C Program or D&C Program for any purpose, including for the purpose of assessing any Claim made by Project Co, but may do so in their sole and absolute discretion.
- (f) **(Warranties):** At the time of submission of each D&C Program in accordance with this Agreement, Project Co warrants that:
- (i) each D&C Program Activity Item allocated to a Category of Works in the [ResetBid](#) D&C Program remains allocated to that same Category of Works;
  - (ii) any New D&C Program Activity Item has been appropriately allocated to a Category of Works; and

- (iii) any New D&C Program Activity Item which has been allocated to a Category of Works has not been reallocated to a different Category of Works.

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## 16. Building Code

- (a) **(D&C Activities):** This clause 16 applies to the D&C Activities (other than the OpCo D&C Phase IRS Activities and the Tolling Works) only.
- (b) **(Compliance):** Project Co must comply with the *Building Code 2013* (Cth) (**Building Code**). Copies of the Building Code are available at [www.employment.gov.au/BuildingCode](http://www.employment.gov.au/BuildingCode).
- (c) **(No relief from performance of obligations):** Compliance with the Building Code shall not relieve Project Co from responsibility to perform this Agreement, or from liability for any defect in the works arising from compliance with the Building Code.
- (d) **(Effect on compliance):** Where a change in this Agreement is proposed and that change would affect compliance with the Building Code, Project Co must submit a report to the Commonwealth specifying the extent to which Project Co's compliance with the Building Code will be affected.
- (e) **(Records):** Project Co must maintain adequate records of the compliance with the Building Code by:
  - (i) Project Co;
  - (ii) its Subcontractors;
  - (iii) its consultants; and
  - (iv) its Related Entities (as defined in Section 8 of the Building Code).
- (f) **(Non-compliance):** If Project Co does not comply with the requirements of the Building Code in the performance of this Agreement such that a sanction is applied by the Minister for Employment, the Code Monitoring Group or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by Project Co or a related entity in respect of work funded by the Commonwealth or its agencies.
- (g) **(Assessing tenders):** While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders, Project Co may give preference to subcontractors and consultants that have a demonstrated commitment to:
  - (i) adding and/or retaining trainees and apprentices;
  - (ii) increasing the participation of women in all aspects of the industry; or
  - (iii) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.
- (h) **(Subcontractors and consultants):** Project Co must not appoint a subcontractor or consultant in relation to the Project where:
  - (i) the appointment would breach a sanction imposed by the Minister for Employment; or

- (ii) the subcontractor or consultant has had an adverse court or tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law and the subcontractor or consultant has not fully complied, or is not fully complying, with the order.
- (i) **(Access):** Project Co agrees to require that it and its subcontractors or consultants and its related entities provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, with access to:
  - (i) inspect any work, material, machinery, appliance, article or facility;
  - (ii) inspect and copy any record relevant to the Project the subject of this Agreement; and
  - (iii) interview any person,as is necessary to demonstrate its compliance with the Building Code.
- (j) **(Request to produce documents):** Additionally, Project Co agrees that Project Co and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, to produce a specified document within a specified period, in person, by fax or by post.
- (k) **(Subcontract obligations):** Project Co must ensure that all Subcontracts impose obligations on Subcontractors equivalent to the obligations under this clause 16.

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## 17. Design

### 17.1 Design

Project Co must:

- (a) **(FFP Warranty):** design the Works so that the Relevant Infrastructure, when constructed in accordance with the Construction Documentation, will satisfy the FFP Warranty and the Works will otherwise be able to comply with clause 18.1(b); and
- (b) **(Design Documentation):** prepare the Design Documentation:
  - (i) to ensure that it addresses, as far as practicable, all of the operational, maintenance and repair requirements in accordance with the PSR; and
  - (ii) in consultation with all Facility Owners to ensure that it addresses, as far as practicable, the usual requirements of each Facility Owner which, in the case of a Rail Interface Party must be consistent with any corresponding obligations under any relevant Direct Interface Agreement or any Rail Interface Party's Requirements.

### 17.2 Design Review Process

- (a) **(Project Co agrees):** Project Co agrees that:
  - (i) Project Co must comply with the Design Review Process in developing the Design Documentation; and

- (ii) the conduct of the Design Review Process itself does not constitute a Modification or otherwise enable Project Co to make any Claim against the State or any of its Associates for any Liabilities incurred by Project Co in connection with the conduct of the Design Review Process.
- (b) **(Design Review Process):** Project Co must conduct and manage all aspects of the Design Review Process in accordance with:
  - (i) the approved Design Management Plan; and
  - (ii) Best D&C Practices,as otherwise required under this Agreement.
- (c) **(Submission):** Project Co must submit the Design Documentation to the State and the Independent Reviewer and Environmental Auditor in accordance with the Design Review Section.
- (d) **(Independent Reviewer and Environmental Auditor review):** The Independent Reviewer and Environmental Auditor will review the Design Documentation submitted or resubmitted by Project Co in accordance with the Design Review Section.

### 17.3 Preliminary Design Documentation submitted during the Preferred Respondent Phase

- (a) Subject to this clause 17.3, and without limiting Project Co's obligation under section 2.2(d) of the Design Review Section, Project Co is not required to submit Preliminary Design Documentation in accordance with section 2.1(a) of the Design Review Section if it has submitted that Preliminary Design Documentation for review during the Preferred Respondent Phase in accordance with the Western Distributor Commitment Deed.
- (b) Subject to clause 17.3(f), where:
  - (i) Project Co has submitted Preliminary Design Documentation to the State and the Independent Reviewer and Environmental Auditor for review during the Preferred Respondent Phase; and
  - (ii) changes are required to that Preliminary Design Documentation as a result of any change in circumstance relevant to preparation of the Design Documentation in accordance with the State Project Documents (including an Adjustment Trigger, a Change in Law and a Change in Policy) between the date of submission of the Preliminary Design Documentation and the date of this Agreement,Project Co must re-submit the Preliminary Design Documentation under section 2.1(a) of the Design Review Section.
- (c) Within 10 Business Days after the date of this Agreement, Project Co must submit to the State a design report (**Preferred Respondent Phase Design Report**) detailing for any Preliminary Design Documentation submitted during the Preferred Respondent Phase:
  - (i) the status of the Preliminary Design Documentation; and
  - (ii) a description of any changes (as described in clause 17.3(b)(ii)) that are required to that Preliminary Design Documentation.

- (d) Within 10 Business Days after receiving the Preferred Respondent Phase Design Report, or at any time within 20 Business Days following the date of this Agreement, the State may issue Project Co with a notice requiring Project Co to re-submit the Preliminary Design Documentation under section 2.1(a) of the Design Review Section where:
- (i) the State considers that changes (as described in clause 17.3(b)(ii)) are required to that Preliminary Design Documentation; and
  - (ii) as a consequence, Project Co is not complying with its obligations under clause 17.3(b),
- and, without limiting Project Co's obligation under clause 17.3(b), Project Co must comply with that notice.
- (e) Project Co is not entitled to make any Claim against the State or its Associates in connection with:
- (i) the resubmission of any Preliminary Design Documentation for review as required by, or Project Co's compliance with, this clause 17.3; or
  - (ii) the State requiring, or not requiring, the resubmission of any Preliminary Design Documentation in accordance with this clause 17.3.
- (f) The parties acknowledge and agree that:
- (i) Project Co has submitted the Detailed Design Packages for review during the Preferred Respondent Phase in accordance with the Western Distributor Commitment Deed; and
  - (ii) without limiting any other provisions of the Design Review Section, Project Co is not required to submit any Detailed Design Packages in accordance with section 2.1(a) of the Design Review Section and must instead submit the Detailed Design Packages in accordance with Part H25 of the PSR.

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## 18. Construction

### 18.1 Construction

Project Co must undertake the Works:

- (a) in accordance with:
  - (i) its obligations in clause 5.1; and
  - (ii) the Construction Documentation; and
- (b) so that:
  - (i) the West Gate Tunnel and the Maintained Off-Freeway Facilities satisfy the FFP Warranty;
  - (ii) the Returned Facilities are Fit for Purpose and comply with all applicable Laws and all applicable Standards at Handback;
  - (iii) the Temporary Works are Fit for Purpose;

- (iv) no part of the West Gate Tunnel, the Returned Facilities or the Maintained Off-Freeway Facilities is located on those areas marked as "Temporary Works Areas" on the Land Availability Plans; and
- (v) the Freeway is wholly located within the area identified in the Lease Plan.

## 18.2 Commencement of construction

Project Co must not commence construction of the Works except as set out in the PSR, including the Design Review Section.

## 18.3 Allowances

Project Co:

- (a) **(allowance for delay)**: is deemed to have allowed in its D&C Program for all delays and disruptions arising in connection with the review of the Design Documentation in accordance with the Design Review Section and the construction review process in clause 23.2, even where the Independent Reviewer and Environmental Auditor's opinion as to any matter may not be correct having regard to the requirements of the State Project Documents; and
- (b) **(no Claim)**: will not be entitled to make any Claim against the State arising in connection with any such delay or disruption.

## 18.4 Division of the Works into separable portions

If Project Co or the State wish to divide the Works into separable portions (**Proposed Change**):

- (a) Project Co may issue a Modification Proposal in accordance with clause 34.6 giving written notice to the State setting out details of the Proposed Change and the provisions of clause 34.6 will apply; or
- (b) the State may issue a Modification Order in accordance with clause 34.1 setting out details of the Proposed Change and the provisions of clause 34.1 will apply.

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## 19. Temporary Operational Completion

- (a) **(Temporary Operational Completion of the Works)**: Where Project Co intends to open a part of the Works (which is not currently being used by the public for the purpose of the passage of vehicles) on a temporary basis to be used by the public for the passage of vehicles prior to West Gate Tunnel Completion, Project Co must achieve Temporary Operational Completion of that part of the Works in accordance with this clause 19.
- (b) **(Notice)**: Project Co must give the State (with a copy to the Independent Reviewer and Environmental Auditor) separate notices:
  - (i) 10 Business Days (or such lesser notice period as may be agreed between the State and Project Co) before the date upon which it reasonably expects to achieve Temporary Operational Completion; and
  - (ii) when it considers that Temporary Operational Completion has been achieved.
- (c) **(State response)**: If, within 5 Business Days of receiving a notice under clause 19(b)(ii), the State advises in writing that it does not agree that Temporary Operational Completion has been achieved (such advice to include the reasons for



the State's opinion), Project Co may then request, by written notice, the Independent Reviewer and Environmental Auditor to determine whether Temporary Operational Completion has been achieved. Project Co must provide to the State a copy of any such request at the same time it is provided to the Independent Reviewer and Environmental Auditor.

- (d) **(Independent Reviewer and Environmental Auditor notice):** Upon receipt of a notice under clause 19(c), the Independent Reviewer and Environmental Auditor must review the Works and, within 5 Business Days, notify in writing the State and Project Co that Temporary Operational Completion:
- (i) has been achieved; or
  - (ii) has not been achieved and a listing of the work remaining to be undertaken to achieve Temporary Operational Completion.
- (e) **(Further work):** Upon receipt of a notice from the Independent Reviewer and Environmental Auditor in accordance with clause 19(d)(ii), Project Co must perform that further work and give written notice to the State and the Independent Reviewer and Environmental Auditor on completion of that further work.
- (f) **(Process):** Clauses 19(c) and 19(d) will apply in respect of the notice under clause 19(e), in the same way as if it were a notice provided by Project Co under clause 19(b)(ii).
- (g) **(Temporary Occupation Completion):** If the:
- (i) State advises Project Co in writing that it agrees; or
  - (ii) Independent Reviewer and Environmental Auditor provides notification in accordance with clause 19(d)(i),
- that Temporary Operational Completion has been achieved then, subject to clause 19(h), Project Co may open that part of the Works on a temporary basis and allow the completed Works to be used by the public for the passage of vehicles.
- (h) **(Acknowledgment):** The parties agree and acknowledge that Temporary Operational Completion being achieved does not constitute an acknowledgement by the State or the Independent Reviewer and Environmental Auditor that the completed Works comply with this Agreement.
- (i) **(Obligations following Temporary Operational Completion):** The parties agree and acknowledge that use and occupation of the Works following:
- (i) Temporary Operational Completion; or
  - (ii) [not used],

does not constitute West Gate Tunnel Completion nor will West Gate Tunnel Completion be deemed to have occurred as a result of use and occupation of the Works (or any part of the Works) following Temporary Operational Completion.

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## 20. Completion

### 20.1 Notice before completion

- (a) **(Notice):** Project Co must give the State (with a copy to the Independent Reviewer and Environmental Auditor) separate notices:

- (i) 60 Business Days; and
- (ii) 20 Business Days,

prior to the date upon which it reasonably expects to achieve West Gate Tunnel Completion or Tolling Completion.

- (b) **(Revised date):** If, after Project Co gives the State and the Independent Reviewer and Environmental Auditor a notice in accordance with clause 20.1(a), the expected date upon which Project Co reasonably expects to achieve West Gate Tunnel Completion or Tolling Completion changes, Project Co must notify the State and the Independent Reviewer and Environmental Auditor promptly of the revised date.

## 20.2 Completion

- (a) **(Notice by Project Co):** When Project Co considers that it has achieved West Gate Tunnel Completion or Tolling Completion, Project Co must:
  - (i) notify the State and the Independent Reviewer and Environmental Auditor of its opinion;
  - (ii) request the Independent Reviewer and Environmental Auditor to issue a Certificate of West Gate Tunnel Completion or a Certificate of Tolling Completion (as applicable); and
  - (iii) provide the State and the Independent Reviewer and Environmental Auditor with a detailed list of the work (including minor Defect correction and any relevant Remaining Works) remaining to be undertaken in its opinion to achieve Close-Out.
- (b) **(Notice by State):** Notwithstanding that Project Co may not have issued a notice under clause 20.2(a), when the State considers that Project Co has achieved West Gate Tunnel Completion, the State may:
  - (i) notify Project Co and the Independent Reviewer and Environmental Auditor of its opinion; and
  - (ii) request the Independent Reviewer and Environmental Auditor to issue a Certificate of West Gate Tunnel Completion.
- (c) **(Independent Reviewer and Environmental Auditor to make determination):** As soon as reasonably practicable and, in any event, within 15 Business Days of Project Co complying with clause 20.2(a) or the State giving notice under clause 20.2(b), the Independent Reviewer and Environmental Auditor is required to determine whether West Gate Tunnel Completion or Tolling Completion (as the case may be) has been achieved and either:
  - (i) if West Gate Tunnel Completion or Tolling Completion (as the case may be) has been achieved, issue a Certificate of West Gate Tunnel Completion or Certificate of Tolling Completion to the State and Project Co:
    - A. certifying that West Gate Tunnel Completion or Tolling Completion (as the case may be) has been achieved;
    - B. stating the Date of West Gate Tunnel Completion or Date of Tolling Completion;
    - C. listing any Defects of the kind referred to in:

- 1) paragraph (a) of the definition of West Gate Tunnel Completion (including any Defects in a Returned Facility); and
  - 2) paragraph (b) of the definition of Tolling Completion; and
- D. setting out details of the Independent Reviewer and Environmental Auditor's opinion of the work remaining to be undertaken to achieve Close-Out; or
- (ii) if West Gate Tunnel Completion or Tolling Completion (as the case may be) has not been achieved, issue a notice to the State and Project Co:
- A. listing the work remaining to be undertaken to achieve West Gate Tunnel Completion or Tolling Completion (as the case may be); or
  - B. stating that West Gate Tunnel Completion or Tolling Completion (as the case may be) is so far from being achieved that it is not practicable to provide a list of the type referred to in clause 20.2(c)(ii)A,  
  
after which Project Co must continue to expeditiously and diligently progress the D&C Activities to achieve West Gate Tunnel Completion or Tolling Completion (as the case may be).
- (ca) **(Functionality dependence):** To the extent a requirement of West Gate Tunnel Completion or Tolling Completion (as the case may be), cannot be achieved as a result of an FMS Failure, then, without otherwise limiting Project Co's obligations under this Agreement but subject to clause 25.9:
- (i) the requirement will be omitted from the requirements of West Gate Tunnel Completion or Tolling Completion (as the case may be); and
  - (ii) the Independent Reviewer and Environmental Auditor will take such omission into account in making its certification or determination under clause 20.2(c)(i) or clause 20.2(c)(ii).
- (d) **(Further notice by Project Co):** Project Co must give notice to the State and the Independent Reviewer and Environmental Auditor when the work listed in a notice issued by the Independent Reviewer and Environmental Auditor under clause 20.2(c)(ii)A has been completed.
- (e) **(Resubmission):** Clause 20.2(c) will apply in connection with Project Co's notice under clause 20.2(d) in the same way as if it were the original notice given under clause 20.2(a).
- (f) **(No restriction on Independent Reviewer and Environmental Auditor):** The Independent Reviewer and Environmental Auditor, in making its determination as to whether West Gate Tunnel Completion or Tolling Completion (as the case may be) has been achieved, will:
- (i) not be restricted by any notice which it has previously issued under clause 19(d)(i);
  - (ii) not be restricted by any notice, list or opinion which it previously provided to Project Co under clause 20.2(c); and

- (iii) be entitled to raise any other items of work (other than the Defects of the kind referred to in paragraph (a) of the definition of West Gate Tunnel Completion or paragraph (b) of the definition of Tolling Completion) as a ground for determining that West Gate Tunnel Completion or Tolling Completion (as the case may be) has not been achieved.

## 20.3 Progressive completion and Handback of Returned Works

- (a) **(Consultation):** Project Co must:
  - (i) fully consult with all Facility Owners as soon as possible during the D&C Phase so as to ensure that:
    - A. Project Co identifies the usual requirements of the Facility Owners for works in the nature of the relevant Returned Works (excluding the CityLink Returned Works) which, in the case of a Rail Interface Party, must be consistent with any corresponding requirements in any relevant Direct Interface Agreement or any Rail Interface Party's Requirements; and
    - B. the requirements of clause 20.3(b) are satisfied;
  - (ii) complete each Returned Facility in accordance with this Agreement and any relevant Direct Interface Agreement or any relevant Rail Interface Party's Requirement; and
  - (iii) at the time that it submits any Certified Design Documentation under section 2.4 of the Design Review Section, provide the necessary evidence in relation to the relevant Returned Facility including as set out in section 2.4(a)(iv)A of the Design Review Section.
- (b) **(General obligations):** Project Co must progressively complete the Returned Works to achieve Handback of each Returned Facility to the relevant Facility Owner as soon as possible:
  - (i) so as to ensure that any loss of amenity and inconvenience to the relevant Facility Owner is minimised, except where such loss of amenity or inconvenience is consistent with any relevant Direct Interface Agreement or any relevant Rail Interface Party's Requirement;
  - (ii) so as to ensure that the completion of the Returned Works in relation to each Returned Facility occurs in a smooth and orderly manner (rather than in a compressed period immediately prior to West Gate Tunnel Completion) which:
    - A. is consistent with the D&C Program; and
    - B. in any event will provide the Independent Reviewer and Environmental Auditor with sufficient time to progressively inspect the Returned Works, consider whether the Returned Works have been completed in accordance with the State Project Documents and carry out any reinspection or other activities required by this Agreement or the Independent Reviewer and Environmental Auditor Deed of Appointment to be carried out by the Independent Reviewer and Environmental Auditor in a smooth and orderly manner; and
  - (iii) in any event will use reasonable endeavours to achieve Handback of each Returned Facility by the Date for West Gate Tunnel Completion.

- (c) **(Completion of Returned Works):** Handback of each Returned Facility to the relevant Facility Owner will not be achieved until:
- (i) the Returned Facility has been completed in accordance with the State Project Documents subject only to minor Defects which:
    - A. do not prevent the Returned Facility from being Fit for Purpose;
    - B. the Independent Reviewer and Environmental Auditor has determined that Project Co has reasonable grounds for not promptly rectifying; and
    - C. can be corrected without prejudicing the use of the relevant Returned Facility or the West Gate Tunnel for the safe, efficient and continuous passage of vehicles or use by the general public (as the case may be);
  - (ii) Project Co has issued a notice in the form required by the Schedule of Certificates and Notices to the State, the Independent Reviewer and Environmental Auditor and the relevant Facility Owner which:
    - A. states that it considers that the Returned Facility has been completed in accordance with the State Project Documents; and
    - B. lists any Defects of the kind referred to in clause 20.3(c)(i);
  - (iii) Project Co, the Independent Reviewer and Environmental Auditor and the Facility Owner have had the opportunity to jointly inspect the Returned Facility at a time agreed (or in the absence of agreement a time determined by the Independent Reviewer and Environmental Auditor) which will be no more than 5 Business Days after receipt of Project Co's notice under clause 20.3(c)(ii); and
  - (iv) the Independent Reviewer and Environmental Auditor has issued to the State, the Facility Owner and Project Co a notice under clause 20.3(e)(i).
- (d) **(Independent Reviewer and Environmental Auditor to consider comments of Facility Owner):** In determining the notice to be issued under clause 20.3(e), the Independent Reviewer and Environmental Auditor will consider any reasonable comments of the relevant Facility Owner provided within 5 Business Days after the time of the inspection under clause 20.3(c)(iii).
- (e) **(Independent Reviewer and Environmental Auditor to make determination):** As soon as reasonably practicable following the inspection under clause 20.3(c)(iii), and in any event within 25 Business Days, the Independent Reviewer and Environmental Auditor is required to determine whether the Returned Facility has been completed in accordance with the State Project Documents (subject only to Defects of the kind referred to in clause 20.3(c)(i)) and issue to the State and Project Co either:
- (i) a notice in the form required by the Schedule of Certificates and Notices confirming that the Returned Facility has been completed (subject only to Defects of the kind referred to in clause 20.3(c)(i)); or
  - (ii) a notice either:
    - A. listing the work remaining to be undertaken in order to complete the Returned Facility in accordance with the State

Project Documents or Rail Interface Party's Requirements (subject only to Defects of the kind referred to in clause 20.3(c)(i)); or

- B. stating that the Returned Facility is so far from being completed in accordance with the State Project Documents that it is not practicable to provide a list of the type referred to in clause 20.3(e)(ii)A,

after which Project Co must continue to expeditiously and diligently progress the D&C Activities to complete the Returned Facility in accordance with the State Project Documents.

- (f) **(Copy to Facility Owner):** The Independent Reviewer and Environmental Auditor must provide a copy of:
- (i) any notice under clause 20.3(e)(i) to the relevant Facility Owner; and
  - (ii) any notice under clause 20.3(e)(ii), to the relevant Facility Owner where requested by the Facility Owner or where the Facility Owner is the Port Manager.
- (g) **(Further notice by Project Co):** Project Co must give notice to the State, the Facility Owner and the Independent Reviewer and Environmental Auditor when the work listed in a notice issued by the Independent Reviewer and Environmental Auditor under clause 20.3(e)(ii)A has been completed.
- (h) **(Resubmission):** Clauses 20.3(c)(iii), 20.3(d) and 20.3(e) will apply in connection with Project Co's notice under clause 20.3(g) in the same way as if it were the original notice given under clause 20.3(c)(ii).
- (i) **(No restriction on Independent Reviewer and Environmental Auditor):** The Independent Reviewer and Environmental Auditor, in making its determination as to whether the Returned Facility has been completed in accordance with the State Project Documents (subject only to Defects of the kind referred to in clause 20.3(c)(i)), will:
- (i) not be restricted by any notice, list or opinion which it previously provided to Project Co under clause 20.3(e)(ii); and
  - (ii) be entitled to raise any other items of work (other than the Defects of the kind referred to in clause 20.3(c)(i)) as a ground for determining that the Returned Facility has not been completed in accordance with the State Project Documents.
- (j) **(Project Co's Handback obligations):** Upon receipt of a notice from the Independent Reviewer and Environmental Auditor under clause 20.3(e)(i), Project Co must:
- (i) notify the Facility Owner (with a copy to the State and the Independent Reviewer and Environmental Auditor) of the date upon which Handback of the Returned Facility will occur (which date must not be fewer than 5 Business Days from the notice under this clause 20.3(j)(i));
  - (ii) continue to maintain and repair the Returned Facility until Handback is achieved; and
  - (iii) provide the State and the relevant Facility Owner with all such assistance as may be reasonably required in relation to achieving Handback of the relevant Returned Facility.

- (k) **(Correction of Defects which did not prevent Handback):** Without limiting Project Co's other obligations under this Agreement (including in connection with Defects), Project Co must immediately upon receipt of the Independent Reviewer and Environmental Auditor's notice under clause 20.3(e)(i), expeditiously and diligently correct all of the Defects specified in the Independent Reviewer and Environmental Auditor's notice.
- (l) **(Usual requirements of Facility Owner in respect of the Dynon Road Bridge):** Notwithstanding anything else in this Agreement, including the PSR, the usual requirements of the Facility Owner relating to the Dynon Road Bridge, do not include any requirement to modify, repair, rectify or replace any part of the Dynon Road Bridge beyond:
  - (i) the extent of the Works; and
  - (ii) beyond that which is necessary to ensure that the Returned Facility in respect of the Dynon Road Bridge at the Date of Handback otherwise complies with the requirements of this Agreement.

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## 21. Close-Out

### 21.1 Close-Out

- (a) **(Progression):** Project Co must expeditiously and diligently undertake the balance of the Works required to achieve Close-Out.
- (b) **(Notice of Close-Out):** When Project Co considers that Close-Out has been achieved, Project Co must:
  - (i) notify the State and the Independent Reviewer and Environmental Auditor of its opinion; and
  - (ii) request the Independent Reviewer and Environmental Auditor to issue a Certificate of Close-Out.
- (c) **(Independent Reviewer and Environmental Auditor to make determination):** Within 15 Business Days of Project Co's notice under clause 21.1(b), the Independent Reviewer and Environmental Auditor is required to inspect the Works to determine whether Close-Out has been achieved and either:
  - (i) if Close-Out has been achieved, issue a Certificate of Close-Out to the State and Project Co:
    - A. certifying that Close-Out has been achieved; and
    - B. stating the Date of Close-Out (being the date of the Certificate of Close-Out); or
  - (ii) if Close-Out has not been achieved, issue a notice to the State and Project Co listing the work remaining to be undertaken to achieve Close-Out, including any relevant Remaining Works.
- (d) **(Project Co to complete work specified in notice):** Without limiting Project Co's other obligations under this Agreement (including in connection with Defects), immediately upon receipt of a notice under clause 21.1(c)(ii), Project Co must expeditiously and diligently progress performance of the work specified in the notice.



- (e) **(Further notice by Project Co):** Project Co must give notice to the State and the Independent Reviewer and Environmental Auditor when the work listed in the Independent Reviewer and Environmental Auditor's notice under clause 21.1(c)(ii) has been completed.
- (f) **(Resubmission):** Clauses 21.1(c) and 21.1(d) will apply in connection with Project Co's notice under clause 21.1(e) in the same way as if it were the original notice under clause 21.1(b).
- (g) **(No restriction by Independent Reviewer and Environmental Auditor):** The Independent Reviewer and Environmental Auditor, in making a determination as to whether Close-Out has been achieved:
  - (i) will not be restricted by any:
    - A. Certificate of West Gate Tunnel Completion, Certificate of Tolling Completion, notice, list or opinion already provided in accordance with this Agreement; or
    - B. obligation of Project Co under this Agreement to correct any Defects; and
  - (ii) will be entitled to raise any items of work as a ground for determining that Close-Out has not been achieved.

## 21.2 Late Close-Out

- (a) **(Close-Out Bond):** If:
  - (i) Project Co does not achieve Close-Out by the Date for Close-Out,
  - (ii) [not used]then:
  - (iii) the State may issue a notice to the Independent Reviewer and Environmental Auditor and Project Co requiring the Independent Reviewer and Environmental Auditor to:
    - A. identify the work remaining to be undertaken to achieve Close-Out; and
    - B. determine the cost of performing such work;
  - (iv) within 5 Business Days of the State's notice under clause 21.2(a)(iii), the Independent Reviewer and Environmental Auditor must issue a notice to the State and Project Co:
    - A. listing the work remaining to be undertaken to achieve Close-Out; and
    - B. setting out the cost of performing such work (**Outstanding Close-Out Costs**); and
  - (v) if:
    - A. Close-Out does not occur (or has not already occurred) by the Date for Close-Out; and



B. the Outstanding Close-Out Costs exceed the amount that the State is entitled to demand, at any time, under clause 24.1(d),

the State may, after the Date for Close-Out, direct Project Co to provide the State with one or more Performance Bonds, for the due performance of the works set out in Independent Reviewer and Environmental Auditor's notice under clause 21.2(a)(iv)A, in the aggregate amount equal to 120% of:

C. the Outstanding Close-Out Costs; minus

D. the amount that the State is entitled to demand, at any time, under clause 24.1(d),

**(Close-Out Bonds).**

(b) **(Project Co to provide Close-Out Bonds):** Project Co must provide the State with the Close-Out Bonds within 10 Business Days of receiving a direction under clause 21.2(a)(v).

(c) **(Calling upon Close-Out Bonds):** If Project Co has not achieved Close-Out within 3 months after Project Co is required to provide the Close-Out Bonds to the State in accordance with clause 21.2(b):

(i) the State may issue a notice to the Independent Reviewer and Environmental Auditor and Project Co requiring the Independent Reviewer and Environmental Auditor to:

A. identify the work remaining to be undertaken to achieve Close-Out; and

B. determine the cost of performing such work;

(ii) within 5 Business Days of the State's notice under clause 21.2(c)(i), the Independent Reviewer and Environmental Auditor must issue a notice to the State and Project Co:

A. listing the work remaining to be undertaken to achieve Close-Out; and

B. setting out the cost of performing such work (**Amended Outstanding Close-Out Costs**); and

(iii) the State may call upon any Close-Out Bond up to the value of the Amended Outstanding Close-Out Costs.

(d) **(Acknowledgement):** The parties acknowledge and agree that:

(i) upon the State drawing down on any of the Close-Out Bonds in accordance with clause 21.2(c), Close-Out will be deemed to be achieved; and

(ii) drawing down upon any of the Close-Out Bonds in accordance with this clause 21.2(c) is the State's sole and exclusive remedy for a failure by Project Co to achieve Close-Out by the Date for Close-Out.

(e) **(Return of Close-Out Bonds):** Within 10 Business Days after the issue of a Certificate of Close-Out, the State must:

- (i) to the extent the State has not called upon the Close-Out Bonds in accordance with clause 21.2(c), return the Close-Out Bonds to Project Co; or
- (ii) to the extent the State has called upon the Close-Out Bonds in accordance with clause 21.2(c), return the amount of any Close-Out Bonds (if any) not exhausted to Project Co.

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## 22. Defects

### 22.1 Defects

- (a) **(All Defects):** Subject to clause 22.1(k), Project Co must rectify all Defects which arise during the D&C Rectification Period.
- (b) **(Notification by Project Co):** If Project Co identifies a Defect at any time during the D&C Rectification Period, Project Co must:
  - (i) notify the State and the Independent Reviewer and Environmental Auditor; and
  - (ii) expeditiously and diligently progress rectification of that Defect.
- (c) **(Project Co's liability reduced):** Project Co has no responsibility to rectify, or Liability in respect of, Defects in each Returned Facility to the extent that such Defect arises as a direct result of:
  - (i) fair wear and tear, except to the extent the Works should have been designed and constructed to withstand the fair wear and tear; or
  - (ii) a failure to comply with the O&M Manuals (where applicable) or the usual practices of the Facility Owner (excluding the CityLink Parties) or its Associates.
- (d) **(Notification by the State):** If the State or the Independent Reviewer and Environmental Auditor believes there is a Defect during the D&C Rectification Period, the State or the Independent Reviewer and Environmental Auditor may give notice to Project Co specifying:
  - (i) that Defect; and
  - (ii) where the Defect identified by the State or the Independent Reviewer and Environmental Auditor is a Defect in a Returned Facility which is identified after the Date of Handback relating to that Returned Facility, the reasonable period of time within which Project Co must rectify that Defect.
- (e) **(Dispute):** If Project Co disagrees with any notice given by the State or the Independent Reviewer and Environmental Auditor in accordance with clause 22.1(d) or any Independent Reviewer and Environmental Auditor's determination in accordance with clause 20.3(e) that there are Defects in a Returned Facility or any Returned Works, then:
  - (i) it must, within 5 Business Days of receipt of the notice given in accordance with clause 22.1(d) or clause 20.3(e) (as applicable), give notice of its disagreement to the State including such supporting documentation to the reasonable satisfaction of the State;

- (ii) the State and Project Co must use reasonable endeavours to resolve the matter the subject of the disagreement; and
  - (iii) if the matter is not resolved within 10 Business Days after the date of the notice given in accordance with clause 22.1(e)(i), either party may, by notice to the other and the Independent Reviewer and Environmental Auditor, refer the matter for determination:
    - A. where the Independent Reviewer and Environmental Auditor is the original provider of the notice under clause 22.1(d) or 20.3(e), under clauses 43 to 44 and the expert must; or
    - B. otherwise, by the Independent Reviewer and Environmental Auditor, who must,  
  
within 10 Business Days after the date of the notice given under this clause 22.1(e)(iii) make a determination as to the matter and notify the parties of its determination and reasons.
- (f) **(Compliance with State notice):** Upon receipt of a notice from the State or the Independent Reviewer and Environmental Auditor under clause 22.1(d), Project Co must, except where determined in accordance with clause 22.1(e)(iii) that a Defect does not exist, rectify the Defect expeditiously and diligently and, where the Defect relates to a Returned Facility, within the time specified in the notice under clause 22.1(d) or as determined in accordance with clause 22.1(e)(iii).
- (g) **(Returned Works):** Where the Defect relates to any Returned Works, Project Co must rectify the Defect:
  - (i) at times agreed with the Facility Owner and in accordance with the requirements of any other relevant Authority or the relevant Facility Owner; and
  - (ii) so as to minimise any adverse effect on any relevant Facility Owner or Authority.
- (h) **(State reimbursement):** If a Defect the subject of a notice given in accordance with clause 22.1(b) or clause 22.1(d) was directly caused by a wrongful act or omission of the State, or any relevant Facility Owner (in the case of a Returned Facility but excluding the CityLink Parties in their capacity as Facility Owners), then the direct costs properly and reasonably incurred in rectifying that Defect will be a debt due and payable from the State to Project Co.
- (i) **(Notice of rectification):** Project Co must give notice to the State and the Independent Reviewer and Environmental Auditor (and, where the Defect relates to any Returned Works, the relevant Facility Owner) that a Defect has been rectified promptly after its rectification by Project Co, or as otherwise described in clause 20.3(k).
- (j) **(Notice of accepted Defects):** If Project Co accepts a Defect in accordance with clause 22.1(i) of the D&C Subcontract, Project Co must promptly notify the State, which notification must include:
  - (i) a detailed description of the Defect;
  - (ii) the reasons why Project Co agreed to accept the Defect; and
  - (iii) any requirements, including the payment of any amount by the D&C Subcontractor to Project Co, that Project Co has nominated under clause 22.1(i)(iii)B of the D&C Subcontract.

- (k) **(Project Co's obligation limited):** Project Co's obligation to rectify Defects in each Returned Facility ends at the end of the D&C Rectification Period.

## 22.2 Defects list

Project Co must maintain and update a list of all Defects in accordance with section 13 of Part F6 of the PSR.

## 22.3 Non-Conformances

- (a) **(Non-Conformances):** The parties agree that a **Non-Conformance** means a non-conformance of the Works with the requirements of this Agreement, including:
- (i) a Defect, provided that where the Defect has been identified by Project Co, it has notified the State and the Independent Reviewer and Environmental Auditor of the Defect in accordance with clause 22.1(b)(i);
  - (ii) any Defects or works remaining to be performed to achieve Close-Out, as identified in a Project Co notice under clause 20.2(a);
  - (iii) any Defects or works remaining to be performed to achieve Close-Out, as identified in a Certificate of West Gate Tunnel Completion or Certificate of Tolling Completion;
  - (iv) any Defects or works remaining to be performed to achieve Close-Out, as identified in a notice issued by the Independent Reviewer and Environmental Auditor under clause 20.2(c)(ii);
  - (v) any Defects or works remaining to be performed to complete a Returned Facility, as identified in a Project Co notice under clause 20.3(c)(ii);
  - (vi) any Defects or works remaining to be performed to determine whether a Returned Facility has been completed, as identified in a notice issued by the Independent Reviewer and Environmental Auditor under clause 20.3(e)(ii); or
  - (vii) any matter identified by the Independent Reviewer and Environmental Auditor in a notice of non-compliance under clause 23.2(b).

(aa) **(Independent Reviewer and Environmental Auditor assessment of Non-Conformance):** If Project Co requests acceptance of a Non-Conformance, the Independent Reviewer and Environmental Auditor will assess if that change is a minor Non-Conformance or a major Non-Conformance using the following categorisation assessment:

<u><b>Categorisation Assessment</b></u>		
<u>Relevant requirement</u>	<u>Any adverse effect on the requirement?</u> <u>(Yes or No)</u>	<u>Comments</u>
<u>Any level of service or scope set out in the PSR</u>		

<u>Categorisation Assessment</u>		
<u>Relevant requirement</u>	<u>Any adverse effect on the requirement?</u> <u>(Yes or No)</u>	<u>Comments</u>
<u>Capacity</u>		
<u>Durability</u>		
<u>Aesthetics of visible features</u>		
<u>Whole of life performance</u>		
<u>Functional performance</u>		
<u>Constructability / WHS Risk Profile</u>		
<u>Security</u>		
<u>Community amenity</u>		
<u>Community benefits</u>		
<u>User benefits</u>		
<u>Categorisation of Non-Conformance</u>		
<u>Category</u> <u>(Minor or Major)</u>		

If any response to whether an adverse effect on the requirements set out above is "Yes", then the Non-Conformance will be deemed to be "major" and the process in clauses 22.3(b), 22.3(c) and 22.3(d) will apply.

If all of the responses to whether an adverse effect on the requirements set out above are "No", then the Non-Conformance will be deemed to be "minor" and the process in clauses 22.3(b), 22.3(ca) and 22.3(d) will apply.

(ab) (Timing): Notwithstanding anything provided in this Agreement, the assessment of Non-Conformances set out in clause 22.3(aa) only applies to Non-Conformances submitted by Project Co prior to the Date of West Gate Tunnel Completion. Clause 22.3(c) applies to any Non-Conformances submitted after the Date of West Gate Tunnel Completion.

(b) **(Request for acceptance):** Project Co may submit a written request for acceptance of~~te~~:

- (i) a Non-Conformance which is deemed to be "major" under clause 22.3(aa) or a Non-Conformance which is submitted after the Date of West Gate Tunnel Completion, to the State (with a copy to the Independent Reviewer and Environmental Auditor); or
- (ii) a Non-Conformance which is submitted on or before the Date of West Gate Tunnel Completion and deemed to be "minor" under clause 22.3(aa), to the Independent Reviewer and Environmental Auditor (with a copy to the State).

~~for acceptance of a Non-Conformance,~~ which request must include:

~~(vii)~~(iii) a detailed description of the specific level of Non-Conformance and the acceptance being sought;

~~(viii)~~(iv) reasons why conformance is not possible or practicable and the consequences of Project Co having to comply with the requirement the subject of the Non-Conformance;

~~(ix)~~(v) any other impact of the Non-Conformance on the Works or Project Activities or Project Co's ability to carry out the Project Activities in accordance with this Agreement including:

- A. Project Co's ability to comply with the requirements of West Gate Tunnel Completion, Tolling Completion, Close Out or Handback;
- B. Project Co's ability to comply with its obligations in relation to Handover;
- C. Project Co incurring a KPI Liability; and
- D. compliance with the FFP Warranty;

~~(x)~~(vi) details of how the Non-Conformance is being addressed together with, if relevant to the Non-Conformance, an assessment of the risks associated with the relevant requirement not being complied with; ~~and~~

(vii) if relevant to the Non-Conformance, the risk management strategy, including risk mitigation actions, Project Co proposes to implement to address risks identified as part of the risk assessment; and

(viii) confirmation from Project Co that:

- A. the Non-Conformance is limited to the specifics of the Non-Conformance;
- B. acceptance by the State or the Independent Reviewer and Environmental Auditor of the Non-Conformance:
  - 1) will not otherwise have any impact on Project Co's ability to comply with other requirements or obligations of the Project Documents;
  - 2) will not affect the intended purposes, functions and uses of the Works as specified in, or reasonably inferred from, the PSR at Financial Close;

3) will not result in the State incurring any additional risk in respect of, or in connection with, the Project that it would otherwise not have incurred had the State or the Independent Reviewer and Environmental Auditor not accepted the Non-Conformance; and

4) will result in the Non-Conformance being deemed an Agreed Exception subject to clause 22.3(f) of this Agreement, except to the extent that the Agreed Exception subsequently has an impact inconsistent with the confirmations provided in clauses 22.3(b)(viii)B1 and 22.3(b)(viii)B2 in which case it will not be an Agreed Exception but will be a Defect; and

~~(xi)~~(ix) amendments to Part I of the PSR are not required to give effect to clause 22.3(b)(viii)B.4).

~~(b)~~(c) **(State's discretion):** For a Non-Conformance which is deemed to be "major" under clause 22.3(aa) or a Non-Conformance which is submitted after West Gate Tunnel Completion, the State may, in its absolute discretion, accept the Non-Conformance, not accept the Non-Conformance or accept the Non-Conformance subject to reasonable conditions including:

- (i) implementation by Project Co of any reasonable mitigation works; and
- (ii) any reasonable amendments that are required by the State to the risk management strategy/plan submitted by Project Co,

and provide notice of such to Project Co (with a copy to the Independent Reviewer and Environmental Auditor) within a reasonable time of receipt of the request referred to in clause 22.3(b) having regard to the nature of the Non-Conformance.

(ca) **(IREA's discretion):** For a Non-Conformance which is deemed to be "minor" under clause 22.3(aa), the Independent Reviewer and Environmental Auditor will (at its discretion) either accept or reject the Non-Conformance and provide notice of such to Project Co (with a copy to the State) within a reasonable time of receipt of the request referred to in clause 22.3(b), having regard to the nature of the Non-Conformance.

~~(e)~~(d) **(Additional information):** The State or the Independent Reviewer and Environmental Auditor (as applicable) may request Project Co provide further information which it reasonably requires in relation to the Non-Conformance in which case Project Co must promptly comply with such request.

~~(d)~~(e) **(Record of Non-Conformances):** Project Co must record any Non-Conformance accepted by the State or the Independent Reviewer and Environmental Auditor (as applicable) under this clause 22.3, together with any reasonable conditions imposed by the State under clause 22.3(c) or the Independent Reviewer and Environmental Auditor under clause 22.3(ca) (as applicable), in a register (**Non-Conformance Register**).

~~(e)~~(f) **(Agreed Exceptions):** Except to the extent that the Non-Conformance has an impact that was not identified by Project Co in accordance with clause 22.3(b)(v), a Non-Conformance accepted by the State or the Independent Reviewer and Environmental Auditor (as applicable) will be deemed to be an Agreed Exception, provided that Project Co must comply with any approved or agreed alternative to the Non-Conformance, or conditions in relation to the Non-Conformance, which is documented in the Non-Conformance Register.



~~(f)~~(g) **(Corrective action plan)**: Project Co must review and analyse the cause of all Non-Conformances and develop a plan of corrective action to minimise the likelihood of recurrence.

## 22.4 MEI and IT Equipment

The parties agree that none of the items listed in the MEI and IT Equipment Schedule are required to be replaced merely because those items have been superseded by a new model or form of technology, or otherwise spares are not available for such items, provided that each item of MEI and IT Equipment complies with all other requirements under this Agreement.

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## 23. Time

### 23.1 Primary obligation

(a) Project Co must:

- (i) **(progress the works)**: commence and regularly, expeditiously and diligently carry out and progress the Project Activities to achieve:
  - A. West Gate Tunnel Completion and Close-Out; and
  - B. the M80 Interface Design Activities Milestones in respect of the Draft Certified Design and the IFC Design by the relevant M80 Interface Design Activities Milestone Dates;
- (ii) **(progress the M80 Preliminary Design)**: use reasonable endeavours to achieve each M80 Interface Design Activities Milestone in respect of the Preliminary Design by the relevant M80 Interface Design Activities Milestone Date; and
- (iii) **(achieve West Gate Tunnel Completion)**: achieve West Gate Tunnel Completion by the Date for West Gate Tunnel Completion.

(b) Without limiting any Claim by the State for the payment of licence fees in accordance with the Port Land Deed, and subject to clause 23.1(c)~~);~~<sup>7</sup>

(i) Project Co will have no Liability to the State solely in respect of a breach of clause 23.1(a)(iii); ~~and~~-

(ii) if an extension of time is granted in favour of the D&C Subcontractor in respect of a COVID Event or a Spoil Site Risk in accordance with the Settlement Direct Provisions of the D&C Subcontract on a provisional basis, notwithstanding any other provision of this Agreement:

A. the State will not exercise any of its rights under the State Project Documents in respect of a breach of clause 23.1(a)(iii);

B. Project Co will have no Liability to the State in respect of a breach of clause 23.1(a)(iii);

C. a breach of clause 23.1(a)(iii) shall not be considered a Major Default or a Default Termination Event; and

D. Project Co has no obligation to the State to exercise any right that Project Co may have in respect of clauses 23.1(c) to 23.1(f) of the D&C Subcontract.



~~(b)~~(c) Clause 23.1(b) does not limit:

- (i) Project Co's Liability where this Agreement is terminated as a result of a Default Termination Event; or
- (ii) the State's rights or Project Co's Liability in respect of any event giving rise to a delay to achieving West Gate Tunnel Completion, or the consequences of such an event, other than the delay itself.

## 23.2 Independent Reviewer and Environmental Auditor's review of progress

- (a) **(Review by Independent Reviewer and Environmental Auditor):** Project Co agrees that the Independent Reviewer and Environmental Auditor must continually review (by general overview and reasonable checking) and, where requested by the State, undertake a review of, the undertaking of the Works to ensure that:
  - (i) the obligations of Project Co under the State Project Documents relating to the Works are being complied with;
  - (ii) West Gate Tunnel Completion will be achieved by the Date for West Gate Tunnel Completion;
  - (iii) West Gate Tunnel Completion will be achieved by the Sunset Date; and
  - (iv) the D&C Program accurately reflects the actual progress of the Works.
- (b) **(Notice of non-compliance):** Subject to clause 23.2(ba) and 23.2(m) , if the Independent Reviewer and Environmental Auditor is of the opinion that:
  - (i) the obligations of Project Co under the State Project Documents in relation to the construction of the Works are not being complied with;
  - (ii) subject to clause 23.2(k), West Gate Tunnel Completion will not be achieved by the Date for West Gate Tunnel Completion;
  - (iii) West Gate Tunnel Completion will not be achieved by the Sunset Date; or
  - (iv) the D&C Program does not accurately reflect the actual progress of the Works in a manner which is false or misleading,

the Independent Reviewer and Environmental Auditor may give notice to the State and Project Co of its opinion together with its reasons for forming that opinion **(Non-Compliance Notice)**.
- (ba) **(Non-Compliance Notice):** Subject to clause 23.2(bb), the Independent Reviewer and Environmental Auditor must not issue a Non-Compliance Notice during the period commencing on Financial Close until 18 months after Financial Close.
- (bb) **(Failure to progress the works):** If the Independent Reviewer and Environmental Auditor is of the opinion that Project Co is in breach of clause 23.1(a) at any time during the period commencing on Financial Close until 18 months after Financial Close, the Independent Reviewer and Environmental Auditor may issue a notice under clause 23.2(b).
- (c) **(Project Co's response):**

- (i) Within 20 Business Days of receipt of the Independent Reviewer and Environmental Auditor's notice in accordance with clause 23.2(b), Project Co must:
    - A. notify the State and the Independent Reviewer and Environmental Auditor of any matters in connection with which it disagrees with the Independent Reviewer and Environmental Auditor's opinion together with its reasons for doing so (**Explanation**); and
    - B. to the extent it does not disagree, provide to the State and the Independent Reviewer and Environmental Auditor a plan and a program for:
      - 1) the rectification of any non-compliance; or
      - 2) in the case of a notice issued pursuant to clause 23.2(b)(ii) or clause 23.2(b)(iii), overcoming the effects of the non-compliance,  
**(Remediation Plan)**,for review in accordance with the Review Procedures.
  - (ii) If Project Co fails to provide an Explanation or Remediation Plan in the required 20 Business Days, this will constitute a Major Default.
- (d) **(Notice by Independent Reviewer and Environmental Auditor):** Within 10 Business Days of receipt of the Explanation or Remediation Plan, the Independent Reviewer and Environmental Auditor must give notice to the State and Project Co of its opinion, taking into account any comments of the State provided in accordance with the Review Procedures, as to whether or not the Explanation or the Remediation Plan satisfactorily addresses its concerns together with its reasons for forming that opinion. Without limiting the State's rights under clause 41 in relation to a Major Default, to the extent that a Remediation Plan has been prepared in response to a notice issued pursuant to clause 23.2(b)(ii), 23.2(g) or clause 23.2(i), a Remediation Plan will:
- (i) satisfactorily address the Independent Reviewer and Environmental Auditor's concern if:
    - A. it identifies a date on which West Gate Tunnel Completion will be achieved, which date must be as early as reasonably practicable in the circumstances and otherwise prior to the Sunset Date; and
    - B. it contains a detailed plan and reasoning which properly demonstrates how Project Co will achieve West Gate Tunnel Completion by the Sunset Date; and
  - (ii) not satisfactorily address the Independent Reviewer and Environmental Auditor's concern if it identifies a date, on which West Gate Tunnel Completion will be achieved, which is after the Sunset Date.
- (e) **(Explanation):** If the Independent Reviewer and Environmental Auditor notifies Project Co and the State that in its opinion:
- (i) the Explanation is satisfactory such that:

- A. the obligations of Project Co under the State Project Documents in relation to the construction of the Works are being complied with;
- B. the D&C Program is not false or misleading and accurately reflects the actual progress of the Works;
- C. subject to clause 23.2(k), West Gate Tunnel Completion will be achieved by the Date for West Gate Tunnel Completion; and
- D. West Gate Tunnel Completion will be achieved by the Sunset Date,

Project Co must proceed with the Works: or

- (ii) the Explanation is not satisfactory, this will, unless Project Co submits an amended Explanation, or replaces the Explanation with a Remediation Plan, in accordance with clause 23.2(g), constitute a Major Default.
- (f) **(Compliance):** If the Independent Reviewer and Environmental Auditor notifies the State and Project Co that, in its opinion:
- (i) a Remediation Plan satisfactorily addresses its concerns, Project Co must diligently pursue the Remediation Plan and if:
    - A. Project Co does not diligently pursue the Remediation Plan; or
    - B. the D&C Program is not consistent with the Remediation Plan,this will, subject to clause 23.2(ib), constitute a Major Default; or
  - (ii) a Remediation Plan does not address its concerns, this will, unless Project Co submits an amended Remediation Plan, or replaces the Remediation Plan with an Explanation, in accordance with clause 23.2(g), constitute a Major Default.
- (g) **(Submission of amended Explanation or Remediation Plan):** If the Independent Reviewer and Environmental Auditor gives notice under clause 23.2(e)(ii) or clause 23.2(f)(ii), Project Co may, within 10 Business Days of the date of the Independent Reviewer and Environmental Auditor's notice, submit an amended Explanation or Remediation Plan (as applicable), or replacement Explanation or Remediation Plan (as applicable), to the State and the Independent Reviewer and Environmental Auditor for review in accordance with the Review Procedures.
- (h) **(Notice by Independent Reviewer and Environmental Auditor):** Within 5 Business Days of receipt of the Explanation or Remediation Plan in accordance with clause 23.2(g), the Independent Reviewer and Environmental Auditor must give notice to the State and Project Co of its opinion, taking into account any comments of the State provided in accordance with the Review Procedures, as to whether or not the Explanation or the Remediation Plan satisfactorily addresses its concerns together with its reasons for forming that opinion.
- (i) **(Amended Explanation or Remediation Plan):** If Project Co:
- (i) submits an Explanation in accordance with clause 23.2(g) and the Independent Reviewer and Environmental Auditor notifies Project Co and the State that in its opinion:

- A. subject to clause 23.2(k), the Explanation is satisfactory such that:
    - 1) the obligations of Project Co under the State Project Documents in relation to the construction of the Works are being complied with;
    - 2) the D&C Program is not false or misleading and accurately reflects the actual progress of the Works;
    - 3) West Gate Tunnel Completion will be achieved by the Date for West Gate Tunnel Completion; and
    - 4) West Gate Tunnel Completion will be achieved by the Sunset Date,Project Co must proceed with the Works; or
  - B. the Explanation is not satisfactory, then subject to clause 23.2(ia) this will constitute a Major Default; or
- (ii) submits a Remediation Plan in accordance with clause 23.2(g) and the Independent Reviewer and Environmental Auditor notifies Project Co and the State that in its opinion:
- A. the Remediation Plan satisfactorily addresses its concerns, Project Co must diligently pursue the amended Remediation Plan and, subject to clause 23.2(ib), if Project Co does not diligently pursue the amended Remediation Plan this will constitute a Major Default; or
  - B. the Remediation Plan does not satisfactorily address its concerns, then subject to clause 23.2(ia), this will constitute a Major Default.
- (ia) **(Dispute):** If the Independent Reviewer and Environmental Auditor gives notice:
- (i) under clause 23.2(i)(i)B that an Explanation submitted under clause 23.2(g) is not satisfactory; or
  - (ii) under clause 23.2(i)(ii)B that a Remediation Plan submitted under clause 23.2(g) does not satisfactorily address its concerns,
- this will not constitute a Major Default if within a further 10 Business Days of such notice Project Co refers the matter to dispute resolution in accordance with clauses 43 to 44 and the outcome of the Dispute is a determination that the Independent Reviewer and Environmental Auditor erred in finding that:
- (iii) an Explanation submitted under clause 23.2(g) was not satisfactory; or
  - (iv) a Remediation Plan submitted under clause 23.2(g) did not satisfactorily address its concerns.
- (ib) **(Compliance with a Remediation Plan):** If at any time the State or the Independent Reviewer and Environmental Auditor notifies Project Co that:
- (i) Project Co is not diligently pursuing a Remediation Plan approved under clauses 23.2(f)(i), 23.2(i)(ii)A or 23.2(j)(ii); or

- (iv) the D&C Program is not consistent with a Remediation Plan approved under clauses 23.2(f)(i), 23.2(i)(ii)A or 23.2(j)(ii),

this will not constitute a Major Default if within 10 Business Days of receipt of the such notice Project Co refers the matter to dispute resolution in accordance with clauses 43 to 44 and the outcome of the Dispute is a determination that:

- (v) Project Co is diligently pursuing the Remediation Plan; and/or

- (vi) the D&C Program is consistent with the Remediation Plan,

(as applicable).

- (j) **(Submission of amended Explanation or Remediation Plan):** In respect of an Explanation approved under clauses 23.2(e)(i) or 23.2(i)(i)A or a Remediation Plan approved under clauses 23.2(f)(i) or 23.2(i)(ii)A, Project Co may, at any time, submit an amended Explanation or amended Remediation Plan (as applicable) to the State and the Independent Reviewer and Environmental Auditor for review in accordance with the Review Procedures and if in the opinion of the Independent Reviewer and Environmental Auditor:

- (i) (if applicable) the amended Explanation is satisfactory such that:

- A. the obligations of Project Co under the State Project Documents in relation to the construction of the Works are being complied with;
- B. the D&C Program is not false or misleading and accurately reflects the actual progress of the Works;
- C. West Gate Tunnel Completion will be achieved by the Date for West Gate Tunnel Completion; and
- D. West Gate Tunnel Completion will be achieved by the Sunset Date,

then the amended Explanation will replace the previous Explanation; or

- (ii) (if applicable) the amended Remediation Plan satisfactorily addresses its concerns under the initial notice given by it under clause 23.2(b), then the amended Remediation Plan will replace the previous Remediation Plan.

- (k) **(Past determinations of the Independent Reviewer and Environmental Auditor):** Subject to Project Co complying with the relevant Remediation Plan in accordance with clauses 23.2(f)(i) and 23.2(i)(ii)A, in reviewing the undertaking of the Works in accordance with clause 23.2(a)(ii), the Independent Reviewer and Environmental Auditor must take into consideration any Remediation Plan previously considered satisfactory in accordance with clauses 23.2(f)(i) and 23.2(i)(ii)A.

- (l) **(Diligent pursuit):** For the purposes of this clause 23.2, in assessing what can be achieved by diligent pursuit and in assessing whether there has been a failure to diligently pursue an approved Remediation Plan:

- (i) regard must be had to:

- A. the time necessary, if to do so would be consistent with the required steps and actions being diligently pursued, to conduct a tender process in accordance with the Change

- Compensation Principles (where required to do so by the State) or otherwise engage Subcontractors to carry out the repair or rebuilding (where applicable), recognising that Project Co is not a design and construction contractor;
- B. the context of the actual circumstances prevailing at all relevant times; and
- C. the effect on the carrying out of the Project of wilful default by the State of a State Project Document and of any Force Majeure Event;
- (ii) any lack of financial or technical resources will be disregarded; and
- (iii) the standard of pursuit must not be less than what might reasonably be expected of the State, having regard to the resources (including technical resources) that the State might reasonably be expected to devote (or procure be devoted) were the State to have an obligation to achieve or implement that thing, promptly.
- (m) **(Determinations of the Sub-Independent Reviewer and Environmental Auditor):** The parties agree that the Independent Reviewer and Environmental Auditor must not give notice under:
- (i) clause 23.2(b):
- A. to the extent that the Sub-Independent Reviewer and Environmental Auditor has reviewed the corresponding matters under the D&C Subcontract and has not issued a notice under clause 23.2(b) of the D&C Subcontract; or
- B. to the extent that the Independent Reviewer and Environmental Auditor's notice would be inconsistent with a notice issued under clause 23.2(b) of the D&C Subcontract where the Independent Reviewer and Environmental Auditor's notice relates to the same subject matter identified in the notice submitted by the Sub-Independent Reviewer and Environmental Auditor under clause 23.2(b) of the D&C Subcontract; and
- (ii) clauses 23.2(e)(ii), 23.2(f)(ii), 23.2(h), 23.2(i)(i)B or 23.2(i)(ii)B, that an Explanation, amended Explanation, Remediation Plan or amended Remediation Plan (as applicable) is not satisfactory or does not satisfactorily address its concerns, if the Sub-Independent Reviewer and Environmental Auditor has notified Project Co and the D&C Subcontractor that an equivalent, explanation, amended explanation, remediation plan or amended remediation plan (as applicable) relating to the same subject matter identified in the notice submitted by the Sub-Independent Reviewer and Environmental Auditor under clause 23.2(b) of the D&C Subcontract is satisfactory to the Sub-Independent Reviewer and Environmental Auditor.

### 23.3 Delay to West Gate Tunnel Completion

If Project Co becomes aware of any matter which will, or is likely to, give rise to a delay in achieving an M80 Interface Design Activity Milestone, West Gate Tunnel Completion or Tolling Completion (other than a Settlement Direct Event), it must promptly give the State and the Independent Reviewer and Environmental Auditor notice of that matter.

## 23.4 Delay entitling Claim

Subject to clause 23.5 and clause 23.9A, if Project Co will be delayed by an Extension Event, in a manner which will delay Project Co in achieving an M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out, Project Co may claim an extension of time to the M80 Interface Design Activity Milestone Date, Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out for the period of delay in accordance with this clause 23.

## 23.5 Modifications

If a delay in achieving an M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out is caused by an event which is the subject of a Modification Order, then:

- (a) **(application of Modifications clause):** Project Co's entitlement to an extension of time and any compensation for any such extension of time will be determined in accordance with clause 34 and the Change Compensation Principles and not this clause 23; and
- (b) **(extension of time):** the relevant M80 Interface Design Activity Milestone Date, Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out (as applicable) will be extended by the period of time set out in a Modification Order issued in accordance with clause 34.1.

## 23.6 Change Notice

Subject to clause 23.9A, to~~To~~ claim an extension of time to an M80 Interface Design Activity Milestone Date, the Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out, Project Co:

- (a) **(submission of Change Notice):** must, within 15 Business Days from the date Project Co became aware, or ought reasonably to have become aware, of a delay of the type referred to in clause 23.4, submit a Change Notice to the State and the Independent Reviewer and Environmental Auditor which:
  - (i) complies with the Change Compensation Principles;
  - (ii) sets out detailed particulars of the delay or likely delay and the occurrence causing the delay;
  - (iii) sets out the number of days of extension of time claimed, together with the basis of calculating that period, including evidence that it will be delayed in achieving an M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out in the manner set out in clause 23.4;
  - (iv) describes the action Project Co has taken and proposes to take to avoid or minimise the consequences of the Extension Event;
  - (v) where the Extension Event is a Compensable Extension Event, contains details of any amount, calculated in accordance with the Change Compensation Principles, to which Project Co considers it is entitled; and
  - (vi) contains any other information reasonably required by the State; and
- (b) **(updated Change Notice):** must, if the effects of the delay continue beyond the period of 15 Business Days referred to in the Change Notice submitted under



clause 23.6(a), and Project Co wishes to claim an additional extension of time in connection with the further delay, submit an updated Change Notice to the State:

- (i) every 15 Business Days after the first Change Notice until 5 Business Days after the end of the delay caused by the Extension Event; and
- (ii) containing the information required by clause 23.6(a).

## 23.7 Conditions precedent to extension

Subject to clause 23.9 [and clause 23.9A](#), it is a condition precedent to Project Co's entitlement to an extension of time that:

- (a) **(submission of Change Notice)**: Project Co submits its Change Notice, and in respect of any further delay an updated Change Notice, in the manner required by clause 23.6;
- (b) **(beyond Project Co control)**: the cause of the delay was beyond the reasonable control of Project Co and its Associates;
- (c) **(effect of delay)**: Project Co can demonstrate to the Independent Reviewer and Environmental Auditor's satisfaction that:
  - (i) it has actually been delayed in achieving an M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out (as applicable) by an Extension Event; and
  - (ii) the Extension Event has caused or will cause activities on the relevant critical path contained in the then current D&C Program to be delayed; and
- (d) **(compliance with updated program)**: Project Co is, at the time it submits the relevant Change Notice and any updated Change Notice (taking into account the impact of the Extension Event in connection with which an extension of time is being claimed) fully complying with its obligations in connection with the D&C Program in accordance with clause 15 (or has remedied any outstanding breach of clauses 15(c) or 15(d) by providing an updated D&C Program at the time of submission of the relevant Change Notice or updated Change Notice).

## 23.8 Extension of Time determined by Independent Reviewer and Environmental Auditor

- (a) **(State right to provide information)**: The State may provide any evidence to the Independent Reviewer and Environmental Auditor it considers relevant to the Independent Reviewer and Environmental Auditor's consideration of Project Co's Change Notice under clause 23.6.
- (b) **(Extension of time)**: If the conditions precedent in clause 23.7 have been satisfied, the Independent Reviewer and Environmental Auditor:
  - (i) will extend the relevant M80 Interface Design Activity Milestone Date, Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out (as applicable) by a reasonable period determined by the Independent Reviewer and Environmental Auditor and in doing so must take into account all relevant evidence presented by the parties but is not bound by the D&C Program; and
  - (ii) must notify the State and Project Co of:



- A. the period of time that the relevant M80 Interface Design Activity Milestone Date, Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out (as applicable) is extended as determined in accordance with clause 23.8(b)(i); and
- B. the applicable maximum daily rate(s) for the Prolongation Costs for the period of time notified under clause 23.8(b)(ii)A as determined in accordance with the Change Compensation Principles.

## 23.9 Unilateral extensions

- (a) **(Unilateral extensions):** The State may, at any time and from time to time, by notice to Project Co, unilaterally extend any M80 Interface Design Activity Milestone Date, the Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out.
- (b) **(Discretion not alternative to extension):** The State's discretion under clause 23.9(a) must not be used:
  - (i) where the Independent Reviewer and Environmental Auditor would be otherwise required to extend any M80 Interface Design Activity Milestone Date, the Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out in accordance with clause 23.8 and has not done so; or
  - (ii) as an alternative to the State compensating Project Co in respect of a Compensable Extension Event, or an extension under clause 23.9A, in accordance with clause 23.10.
- (c) **(Acknowledgements):** The parties acknowledge that:
  - (i) the State may exercise its discretion under clause 23.9(a) whether or not Project Co has claimed or is entitled to claim an extension of time, or has performed or observed its obligations under or in accordance with this clause 23;
  - (ii) the State is not required to exercise the State's discretion under clause 23.9(a) for the benefit of Project Co;
  - (iii) an extension under this clause 23.9 is not a Compensable Extension Event; and
  - (iv) the exercise or failure to exercise the State's discretion under this clause 23.9 is not capable of being the subject of a dispute for the purposes of clauses 43 to 44 or otherwise subject to review.

### 23.9A Spoil Site Risks and COVID Events

- (a) **(Automatic provisional extension):** If an extension of time is granted in favour of the D&C Subcontractor in respect of a COVID Event or a Spoil Site Risk in accordance with the Settlement Direct Provisions of the D&C Subcontract on a provisional basis, for the purposes of determining the Sunset Date, any extension to the Sunset Date under clause 23.16, the making of a determination by the Independent Reviewer and Environmental Auditor under clause 23.2(b)(ii), 23.2(b)(iii), 23.2(e)(i)C, 23.2(e)(i)D, 23.2(i)(i)A.3, 23.2(i)(i)A.4) or 23.2(j)(i)C and clause 40.2(b)(i), any M80 Interface Design Activity Milestone Date, the Date for West Gate Tunnel Completion, Date for Tolling Completion and Date for Close-Out

will be extended by the same duration as the extension of time granted under clause 7A.4 or 34A.4 of the D&C Subcontract other than in respect of provisional extensions of time in respect of Spoil Site Risks under clause 7A.4 of the D&C Subcontract only, to the extent that the provisional extension of time for Spoil Site Risks is less than the period of the Spoil Site Risk Float (as defined in the D&C Subcontract), until such time as clause 23.9A(c) applies (provided that a provisional extension of time can never be less than zero).

(b) **(Program):** If the Sub-Independent Reviewer and Environmental Auditor determines that the D&C Subcontractor is entitled to a provisional extension of time in respect of a Spoil Site Risk or COVID Event under clause 7A.4 or 34A.4 (as applicable) of the D&C Subcontract, for the purposes of updating the Program in accordance with clause 15, Project Co must:

(i) identify any provisional extension of time determined under clause 7A.4 or 34A.4 of the D&C Subcontract and can have regard to that provisional extension of time, other than in respect of provisional extensions of time in respect of Spoil Site Risks under clause 7A of the D&C Subcontract only, to the extent that the provisional extension of time for Spoil Site Risks is less than the period of the Spoil Site Risk Float (as defined in the D&C Subcontract); and

(ii) reflect the critical path delay impact of the relevant Spoil Site Risk or COVID Event.

(c) **(Automatic final extension):** If the Final EOT Assessment is determined by the Sub-Independent Reviewer and Environmental Auditor in accordance with clause 7A.4(c) of the D&C Subcontract, any M80 Interface Design Activity Milestone Date, the Date for West Gate Tunnel Completion, Date for Tolling Completion and Date for Close-Out will be extended by the same duration of extension of time granted under clause 7A.4(c) of the D&C Subcontract.

(d) **(Automatic extension):** If an extension of time is granted in favour of the D&C Subcontractor in respect of:

(i) paragraph (k) of the definition of Compensable Extension Event; or

(ii) any of the events deemed to be Compensable Extension Events under clauses 2.21A(b) or 2.20(n).

in accordance with the Settlement Direct Provisions and clause 23 of the D&C Subcontract, any M80 Interface Design Activity Milestone Date, the Date for West Gate Tunnel Completion, Date for Tolling Completion and Date for Close-Out (as applicable) will be extended by the same duration of extension of time granted under of the D&C Subcontract.

(e) **(Disputed extensions of time under the D&C Subcontract):** For the avoidance of doubt, if the duration of an extension of time granted under the D&C Subcontract which is referred to in this clause 23.9A is varied as a result of a party disputing the determination of the Sub-Independent Reviewer and Environmental Auditor, the relevant extension under this clause will also be varied in the same manner.

(f) [Not used]

(g) **(Change Notice):** To the extent a Change Notice has been submitted by the D&C Subcontractor under the D&C Subcontract in respect of matters falling within paragraph (k) of the definition of Compensable Extension Event or any of the events deemed to be Compensable Extension Events under clauses 2.21A(b) or 2.20(n), Project Co is not required to submit a Change Notice in respect of the same event or extension of time under this Agreement until 10 Business Days after

[the Claim \(as defined in the D&C Subcontract\) the subject of that Change Notice has been finally determined.](#)

### 23.10 Entitlement to Costs

(a) [Subject to clause 23.10\(b\),](#) ~~to~~ the extent that Project Co is granted an extension of time under clause 23.8 [or clause 23.9A](#) (or pursuant to the exercise by the State of its discretion under clause 23.9(a) in the circumstances described in clause 23.9(b)(i)) for a Compensable Extension Event, Project Co will be entitled to payment of costs and other amounts (including under section 3.6 of the Change Compensation Principles) in accordance with the Change Compensation Principles.

[\(b\) To the extent that any M80 Interface Design Activity Milestone Date, Date for West Gate Tunnel Completion, Date for Tolling Completion and Date for Close-Out \(as applicable\) are extended in accordance with clause 23.9A\(c\), Project Co will not be entitled to payment of costs and other amounts \(including under section 3.6 of the Change Compensation Principles\) in accordance with the Change Compensation Principles to the extent that Project Co is entitled to compensation in respect of that extension of time under the Settlement Direct Provisions.](#)

### 23.11 Concurrent delays

Project Co is not entitled to claim an extension of time under clause 23.8 or costs in accordance with the Change Compensation Principles in respect of a delay to an M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out caused by an Extension Event to the extent that any period of that delay is contemporaneous with a delay to the relevant M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out (respectively) caused by an event which is not an Extension Event, CMR Modification, Contamination Modification Event, Key Approval Event, Alternative Approval Event or the carrying out of Proximate State Works.

### 23.12 Acceleration by Project Co

If Project Co chooses to compress the D&C Activities or otherwise accelerate progress:

- (a) **(no State action):** the State will not be obliged to take any action to assist or enable Project Co to achieve any particular sequencing or rate of progress of the Project Activities; and
- (b) **(State obligations not affected):** the time for the carrying out of the State's obligations will not be affected.

### 23.13 Project Co's obligation not affected

Project Co's obligations and Liabilities under this Agreement, including under clause 23.1, and the State's rights, obligations and Liabilities under this Agreement are not affected by Project Co accelerating under clause 23.12.

### 23.14 Force Majeure prior to the Date of West Gate Tunnel Completion

- (a) **(Obligations to be suspended):** Where the Extension Event is a Force Majeure Event, in addition to their rights and obligations under this clause 23, the obligations of each party in accordance with this Agreement which are affected by the Force Majeure Event will be suspended, but only to the extent that, and for so long as, the Force Majeure Event prevents that party from meeting its relevant obligations in accordance with this Agreement.
- (b) **(Party not in breach):** A party's failure to carry out its obligations in accordance with this Agreement which are suspended under clause 23.14(a) will not be a

breach of this Agreement by that party, a Major Default or Default Termination Event during the period of suspension under clause 23.14(a).

- (c) **(Payment during an uninsurable Force Majeure Event):** Without limiting clause 23.14(d), if:
- (i) the suspension of Project Co's obligations in accordance with clause 23.14(a) results in the Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out to be extended in accordance with clause 23.8; and
  - (ii) the Force Majeure Event is not a risk which:
    - A. a prudent owner and operator of works and services similar to the Works and the Project Activities would customarily insure; or
    - B. is, or is required to be, insured by Project Co in accordance with this Agreement,
- Project Co will be entitled to payment of an amount calculated in accordance with the Change Compensation Principles provided that Project Co is complying with its obligations under clause 23.7.
- (d) **(Exceptions):** If the Force Majeure Event is also:
- (i) an Uninsurable Risk (as agreed or determined in accordance with clause 40.14); or
  - (ii) a Day 1 Uninsurable Risk,
- clause 40.15 will apply.

## 23.15 Extension of time disputes

- (a) [Subject to clause 23.15A, if](#) either party disputes a determination of the Independent Reviewer and Environmental Auditor under clause 23.8, either party may refer the matter for resolution in accordance with clauses 43.4 to 43.8 and 44 provided that:
- (i) the matter is a bona fide dispute; and
  - (ii) the party disputing the Independent Reviewer and Environmental Auditor's determination under clause 23.8 gives a notice to the other party.

[\(b\) Without limiting clause 23.15A, the parties may not dispute an extension of time under clause 23.9A to the extent that the extension is for the same duration as a corresponding extension of time granted under clause 7A.4 or clause 34A.4 \(as applicable\) of the D&C Subcontract.](#)

### 23.15A Settlement Direct Provisions dispute

- [\(a\) Notwithstanding any other provision of this Agreement including clause 43, if an issue or dispute arises between Project Co and the State in connection with:](#)
- [\(i\) a Settlement Direct Event;](#)
  - [\(ii\) clause 23.9A; or](#)

(iii) the Settlement Direct Provisions (including a claim or dispute by, against or with the D&C Subcontractor under the D&C Subcontract),

then that issue or dispute (as applicable) must be resolved in accordance with Schedule 14A and may be resolved in accordance with clause 9.3B, 43.1A and 43.1AA of the D&C Subcontract.

(b) The parties acknowledge and agree that if:

(i) a dispute arising under this Agreement is referred to resolution in accordance with clause 43 of this Agreement; and

(ii) the dispute referred to in clause 23.15A(b)(i) relates to the same or connected matters or circumstances as a Dispute under clauses 9.3B, 43.1A and 43.1AA and Schedule 14A (as applicable) of the D&C Subcontract (a **D&C Related Dispute**),

then either party may give notice that the dispute referred to in clause 23.15A(b)(i) will be automatically joined with the D&C Related Dispute under clauses 9.3B, 43.1A and 43.1AA and Schedule 14A (as applicable) of the D&C Subcontract.

(c) Each of the State and Project Co acknowledge that to the extent a party is entitled to make a claim under clauses 9.3B, 43.1A and 43.1AA and Schedule 14A (as applicable) of the D&C Subcontract or refer a D&C Related Dispute for resolution in relation to the Settlement Direct Provisions under the D&C Subcontract (including against the D&C Subcontractor), each of the State and Project Co must not make that claim or refer a D&C Related Dispute under clause 43 of this Agreement.

### **23.15B Settlement Direct Provisions on termination of the D&C Subcontract**

(a) If the D&C Subcontract is terminated prior to the Date of West Gate Tunnel Completion and a replacement D&C subcontractor is to be engaged, the parties must negotiate in good faith to agree Alternative Settlement Direct Provisions that will apply to each of the State, Project Co and the replacement D&C subcontractor which must be either:

(i) on the same or substantially the same terms as the then current Settlement Direct Provisions; or

(ii) on terms which:

A. enable each party to be, on balance, in no worse off position than the then current Settlement Direct Provisions; and

B. recognise the need for flexibility in the context of engaging a replacement D&C subcontractor.

**(Alternative Settlement Direct Provisions)**

(b) If the parties cannot agree on the Alternative Settlement Direct Provisions under clause 23.15B(a) within 20 Business Days of commencing negotiations or such longer period as agreed by the parties, either party may refer the matter for resolution under clause 43 of this Agreement and the then current Settlement Direct Provisions will be deemed to apply until otherwise determined in accordance with clauses 43 to 44.

## 23.16 Extension of Sunset Date

- (a) **(Claim for extension to Sunset Date):** No later than 3 Months prior to the date which is 36 months after the Date for West Gate Tunnel Completion, Project Co may claim an extension of time to the Sunset Date by submitting a notice to the State and the Independent Reviewer and Environmental Auditor which:
- (i) sets out detailed particulars of the delay or likely delay to achieving West Gate Tunnel Completion by the Sunset Date and the occurrence causing the delay;
  - (ii) subject to clause 23.16(e), sets out the number of days of extension of time claimed, together with the basis of calculating that period (the last day of that period being the **Extended Sunset Date**);
  - (iii) describes the action Project Co has taken and proposes to take to diligently pursue the D&C Activities to achieve West Gate Tunnel Completion as early as reasonably practicable and in any event by the Extended Sunset Date; and
  - (iv) contains any other information reasonably required by the State or the Independent Reviewer and Environmental Auditor.
- (b) **(State right to provide information):** The State may provide any evidence to the Independent Reviewer and Environmental Auditor it considers relevant to the Independent Reviewer and Environmental Auditor's consideration of Project Co's notice under clause 23.16(a).
- (c) **(Independent Reviewer and Environmental Auditor to make determination):** As soon as reasonably practicable following Project Co's notice under clause 23.16(a) and, in any event, prior to the date which is 36 months after the Date for West Gate Tunnel Completion, the Independent Reviewer and Environmental Auditor is required to determine whether:
- (i) West Gate Tunnel Completion can be achieved by the Extended Sunset Date; and
  - (ii) Project Co is diligently pursuing the D&C Activities to achieve West Gate Tunnel Completion.
- (d) **(Extension of Sunset Date):** Subject to clause 23.16(e), if the Independent Reviewer and Environmental Auditor has determined that:
- (i) West Gate Tunnel Completion can be achieved by the Extended Sunset Date; and
  - (ii) Project Co is diligently pursuing the D&C Activities to achieve West Gate Tunnel Completion,
- the Independent Reviewer and Environmental Auditor will extend the Sunset Date by a reasonable period determined by the Independent Reviewer and Environmental Auditor.
- (e) **(Maximum extension of Sunset Date):** The parties acknowledge and agree that the:
- (i) Extended Sunset Date claimed by Project Co under clause 23.16(a) cannot be later than 42 Months after the Date for West Gate Tunnel Completion; and



- (ii) Independent Reviewer and Environmental Auditor cannot extend the Sunset Date under clause 23.16(d) beyond 42 Months after the Date for West Gate Tunnel Completion.

## 23.17 Affected OpCo D&C Phase IRS Activities

- (a) **(OpCo D&C Phase IRS Activities suspended):** On the occurrence of an Extension Event (other than a Force Majeure Event), in addition to its rights and obligations under this clause 23, the obligations of Project Co to carry out the OpCo D&C Phase IRS Activities in accordance with this Agreement which are affected by the Extension Event will be suspended, but only to the extent that, and for so long as, the Extension Event prevents Project Co from carrying out the OpCo D&C Phase IRS Activities in accordance with this Agreement.
- (b) **(Project Co not in breach):** Project Co's failure to carry out the OpCo D&C Phase IRS Activities in accordance with this Agreement which are suspended under clause 23.17(a) will not be a breach of this Agreement by Project Co, a Major Default or Default Termination Event during the period of suspension under clause 23.17(a).

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## 24. Security

### 24.1 State right to require Project Co to call on Construction Bond

Without limiting the State's rights under this Agreement or at Law, ~~but subject to clause 24.1A~~ the State may require Project Co to exercise any rights it has to call on any Construction Bond that it holds to satisfy any debt due and payable by Project Co to the State under this Agreement which is referable to the D&C Activities (other than the Tolling Works and the OpCo D&C Phase IRS Activities) and which has not been paid within 10 Business Days of receipt of the demand:

- (a) prior to the Date of West Gate Tunnel Completion:
  - (i) ~~subject to clause 24.1(a)(ii),~~ up to an amount no greater than 5% of the ~~D&C Subcontract~~ [Bond Reference](#) Price; or
  - (ii) ~~[not used] for such time as the D&C Subcontractor has provided a Performance Bond in accordance with clause 64(i)(ii) of the D&C Subcontract, up to an amount no greater than 7.5% of the D&C Subcontract Price; and~~
- (b) prior to the expiry of the last defect liability period under the D&C Subcontract:
  - (i) ~~subject to clause 24.1(b)(ii),~~ up to an amount no greater than 2.5% of the ~~D&C Subcontract~~ [Bond Reference](#) Price; or
  - (ii) ~~[not used] for such time as the D&C Subcontractor has provided a Performance Bond in accordance with clause 64(i)(ii) of the D&C Subcontract, up to an amount no greater than 3.75% of the D&C Subcontract Price; or~~

in relation to a Default Termination Event caused by an act or omission of the D&C Subcontractor and which has not been paid within 10 Business Days of receipt of the demand:

- (c) prior to the Date of West Gate Tunnel Completion:
  - (i) ~~subject to clause 24.1(c)(ii),~~ up to an amount no greater than 10% of the ~~Bond Reference~~ [D&C Subcontract](#) Price; or

- (ii) ~~[not used] for such time as the D&C Subcontractor has provided a Performance Bond in accordance with clause 64(i)(ii) of the D&C Subcontract, up to an amount no greater than 15% of the D&C Subcontract Price; and~~
- (d) prior to the expiry of the last defect liability period under the D&C Subcontract:
  - (i) ~~subject to clause 24.1(d)(ii), up to an amount no greater than 5% of the Bond Reference D&C Subcontract Price; or~~
  - (ii) ~~[not used] for such time as the D&C Subcontractor has provided a Performance Bond in accordance with clause 64(i)(ii) of the D&C Subcontract, up to an amount no greater than 7.5% of the D&C Subcontract Price,~~

and without limiting the unconditional nature of the Construction Bonds, if Project Co draws down on one or more of the Construction Bonds, Project Co will provide to the State a written notice informing it that the relevant Construction Bond has been drawn down on no later than the next Business Day.

#### 24.1A. Construction Bonds - Spoil Risk Activities

- (a) Subject to the conditions in clause 24.1A(b) and prior to the date of completion of tunnelling (being when the tunnel boring machines complete tunnelling for the Project), the State may, by notice in writing, require Project Co to exercise any rights it has to call on any Construction Bond that it holds at that time to satisfy any debt due and payable by the D&C Subcontractor to the State under the D&C Subcontract as a result of the failure of the D&C Subcontractor to perform a Spoil Risk Activity in accordance with clause 7A of the D&C Subcontract (the **State Debt**) up to an amount in aggregate no greater than \$50,000,000 (the **State Spoil Bonding Amount**).
- (b) Project Co is only required to exercise any rights it has to call on a Construction Bond in response to a notice from the State under clause 24.1A(a) to the extent that:
  - (i) Project Co has the right to call on that Construction Bond under the D&C Subcontract for the State Debt (other than a right which requires Project Co to hold the proceeds on trust as cash security), and the State has provided reasonable evidence of this to Project Co;
  - (ii) the State does not have, or is not reasonably expected to have, a right of set-off which could reasonably be expected to enable the State to recover the State Debt;
  - (iii) the calling on the Construction Bond will not affect other rights that Project Co has against the D&C Subcontractor (including any reduction of a Liability of the D&C Subcontractor to Project Co as a result of the call);
  - (iv) Project Co does not have a right to terminate the D&C Subcontract and there is no event, thing or circumstance which with the giving of notice or the passage of time, or both, would give rise to Project Co having a right to terminate the D&C Subcontract; and
  - (v) the State has submitted to Project Co documentation in a form that complies with all of the requirements of the Project Documents, the Finance Documents and the Construction Bonds so as to enable Project Co to make the call.



- (c) If the State requires Project Co to call on a Construction Bond in accordance with clause 24.1A(a) and Project Co is required to exercise that right in accordance with clause 24.1A(b), Project Co shall hold the proceeds of that call on the Construction Bonds that it receives from the issuer of the Construction Bond (the **Proceeds**) on trust for the State and must pay the Proceeds directly to the State.
- (d) Without limiting the unconditional nature of the Construction Bonds, from the Settlement Amendments Operative Date until the date of completion of tunnelling, if Project Co draws down on Construction Bonds (the **Drawn Bonds**) (other than pursuant to a right which requires Project Co to hold the proceeds on trust as cash security (such cash being **Cash Security**)) such that the aggregate amount remaining available to be drawn under the Construction Bonds is less than the State Spoil Bonding Amount (less any amounts drawn pursuant to an exercise by the State of its rights under clause 24.1A(a)) (the **Remaining State Spoil Bonding Amount**):
- (i) Project Co must provide the State a written notice informing it that the Drawn Bonds have been called by no later than the next Business Day; and
- (ii) if prior to the date of completion of tunnelling:
- A. the State provides a notice under clause 24.1A for which there would have been sufficient Construction Bonds but for the Drawn Bonds;
- B. if not for Project Co's draw down of the Drawn Bonds, Project Co would have been required to call on the Construction Bonds in accordance with clause 24.1A(a) as a result of that notice; and
- C. to the extent that the State Debt exceeds the Construction Bonds held by Project Co at that date, the State Debt has been finally determined to be due and payable by the D&C Subcontractor to the State.
- Project Co must pay to the State the lesser of:
- D. the Remaining State Spoil Bonding Amount less the amount of the Construction Bond that Project Co holds at that date; and
- E. the debt due and payable to the State the subject of the State's notice under clause 24.1A.
- (e) If Project Co holds Cash Security that Cash Security will be deemed to be equivalent to a Construction Bond for the purposes of this clause 24.1A.
- (f) If Project Co makes a payment in respect of Drawn Bonds or of Cash Security, the State must diligently pursue the recovery of the State Debt from the D&C Subcontractor (and their Associates), and must keep Project Co regularly updated in relation to the status of the recovery. If the State subsequently recovers any amount from the D&C Subcontractor (or their Associates) in respect of the State Debt, the State must pay that amount to Project Co within 5 Business Days.
- (g) The State must promptly pay to Project Co all third party costs incurred by Project Co in reviewing and responding to a notice under clause 24.1A(a) and the recovery of any State Debt referred to in clause 24.1A(e) and indemnifies Project Co in respect of any Claim or Liability suffered or incurred by Project Co as a consequence of drawing on a Construction Bond or using the Cash Security in

accordance with a requirement of the State under clause 24.1A(a), including any Liability under clause 5A.8(a) of the D&C Subcontract and any impact on the performance of the Works, and any tax liability of Project Co or any tax consolidated group of which it is a member. Any payments by the State under this clause must be made by the State so that Project Co is not exposed to any cash flow risk.

(h) Any drawing on a Construction Bond (or payment of an amount referred to in clause 24.1A(d) or Cash Security) in accordance with a requirement of the State under clause 24.1A(a) will count towards the State's rights under this clause 24.

(i) Nothing in this clause is:

(i) an agreement or acknowledgement that Project Co may have a right to call on any Construction Bond that it holds at that time to satisfy any debt due and payable by the D&C Subcontractor to the State under the D&C Subcontract; or

(ii) a guarantee by Project Co that any call on any Construction Bonds will be successful.

(j) For the avoidance of doubt by taking a decision to call on a Construction Bond under this clause 24.1A or pay any amount of Cash Security, Project Co assumes no duty of care or risk, and does not prejudice any rights under clause 24.1A(f).

## 24.2 Funding to be paid into Secured Account

Project Co must:

(a) ensure that all amounts received or receivable by it:

(i) as a result of drawing debt under the WGT Co Loan Facility Agreement or NewCo Loan Facility Agreement;

(ii) as a result of Transurban Holdings Limited or Transurban Holding Trust subscribing for equity in Project Co under the Equity Subscription Deed or the New Equity Contribution Deed (other than payments in connection with clause 31.1A of the D&C Subcontract); or

(iii) from the Company or Clepco in accordance with the Concession Enhancement Payment Deed (other than the Initial Payment under and as defined in the Concession Enhancement Payment Deed and other than payments in connection with clause 31.1A of the D&C Subcontract); and

(b) procure that all amounts received or receivable by NewCo as a result of drawing debt under the NewCo Loan Facility Agreement,

are paid directly into a Secured Account.

## 24.3 Equity Funding

Project Co must ensure at all times that Subscription Amounts (under and as defined in the New Equity Contribution Deed) and CityLink Funding Payments (under and as defined in the Concession Enhancement Payment Deed) are drawn each month consistent with clause 3.2(b)(i) of the New Equity Contribution Deed.

## PART C - O&M PHASE OBLIGATIONS

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### 25. O&M Phase

#### 25.1 Opening of the Freeway

Subject to clause 19, the Works may not be opened for public use prior to the Date of West Gate Tunnel Completion.

#### 25.2 Open as soon as practicable

As soon as practicable after West Gate Tunnel Completion has been achieved, the Freeway must be open to public use for the safe, efficient and continuous passage of vehicles.

#### 25.3 Even if no Tolling Completion

- (a) Subject to clause 25.3(b), Project Co must comply with clause 25.2 even if Tolling Completion has not been achieved.
- (b) If Tolling Completion has not been achieved, the State may direct Project Co not to comply with clause 25.2 and Project Co must comply with the State's direction.

#### 25.4 Project Co to keep Freeway open

- (a) **(Continuous opening):** Subject to clause 25.4(b), after the West Gate Tunnel Opening Date until the Expiry Date, Project Co must keep the Freeway open to Users for the safe, efficient and continuous passage of vehicles.
- (b) **(Permitted closures):** Project Co may close all or part of the Freeway if it is necessary to do so as a result of:
  - (i) the requirements of any Law or relevant Authority which have the effect of Law and which necessitate the closing of all or part of the Freeway;
  - (ii) the requirements of this Agreement or the FMS Agreement;
  - (iii) maintenance of and/or repairs to the Freeway carried out in accordance with this Agreement;
  - (iv) responding to an Incident in accordance with this Agreement or the FMS Agreement; or
  - (v) responding to an incident on the road network surrounding the Freeway in accordance with this Agreement, the FMS Agreement or the IRS Agreement,

or as otherwise contemplated by the State Project Documents or agreed in writing by the State.

- (c) **(Notice of closure):** If Project Co closes or proposes to close any part of the Freeway, Project Co must:
  - (i) where this Agreement or the FMS Agreement prescribes a requirement or form of notification in respect of such closure, implement the closure in accordance with that requirement or form;
  - (ii) in all other cases, promptly notify the State in writing specifying the reasons for such closure; and

- (iii) take all reasonable steps to reopen the Freeway as soon as possible after any closure has occurred.
- (d) **(Public use):** Project Co must not use or permit the use of any part of the Freeway for any purpose other than as a public road or as permitted by the State.

## 25.5 Carrying out O&M Activities

- (a) **(General obligation):** Project Co must carry out the O&M Activities throughout the O&M Phase:
  - (i) so that the performance standards and relevant design lives specified in the PSR are met (including those specified in section 1 of Part B of the PSR);
  - (ii) so that the Relevant Infrastructure is in a condition which satisfies the PSR and meets the FFP Warranty;
  - (iii) without limiting clauses 25.6(d) and 25.6(e), so that all Defects are rectified as soon as reasonably possible;
  - (iv) subject to section 2.1(d) of Part A of the PSR, in accordance with Best O&M Practices; and
  - (v) so that if, in carrying out the O&M Activities, it is required to replace any worn, failed or defective parts, the replacement parts will be:
    - A. of equal quality to those required under this Agreement; and
    - B. Fit For Purpose.
- (b) **(Minimum disruption):** Without limiting clause 25.5(a), Project Co must, in carrying out the O&M Activities:
  - (i) commence and proceed with the O&M Activities in a timely manner and take all steps reasonably available to it (including rescheduling the commencement of other O&M Activities) to minimise any disruption or risk to Users and to users of CityLink;
  - (ii) give priority to and minimise the impact on the safety of Users, users of the transport network and persons or property; and
  - (iii) on completion of any O&M Activities, remove all temporary protection or other structures or equipment erected in connection with those O&M Activities as soon as practicable, and in accordance with Best O&M Practices.
- (c) **(Minimum requirements):** Project Co acknowledges and agrees that the standards, tasks, obligations and other provisions contained or referred to in the PSR (including in Part F7 of the PSR and the Code of Maintenance Standards) do not limit its obligations under clause 25.5(a).
- (d) **(State Assets):** The State and Project Co acknowledge and agree that:
  - (i) notwithstanding any other provision of this Agreement, Project Co has no obligation to operate, maintain, repair or, on the Expiry Date, Handover the State Assets; and

- (ii) the State and any of its Associates may enter the Leased Area to carry out any maintenance of or repairs to the State Assets in accordance with, and subject to, clause 13.3.
- (e) **(Maintained Off-Freeway Facilities):** Project Co must perform the O&M Activities in respect of each Maintained Off-Freeway Facility on and from the earliest of the date of:
  - (i) any licence granted in accordance with clause 6.5(b);
  - (ii) any licence granted in accordance with clause 6.5(ba) in respect of the Maintained Off-Freeway Facilities which are the subject of that licence; and
  - (iii) any other licence granted in respect of the relevant part of the Maintained Off-Freeway Facilities,

for the term of the relevant licence.

## 25.6 O&M Non-Conformances

- (a) **(State notice of potential O&M Non-Conformance):** If the State reasonably considers that there is an O&M Non-Conformance, the State may issue to Project Co a notice requiring Project Co to, within 15 Business Days of receipt of the notice from the State, provide any information reasonably requested by the State in order for the State to ascertain whether there is an O&M Non-Conformance.
- (b) **(Notification by the State of O&M Non-Conformance):** Subject to clause 25.6(c), if the State reasonably believes that there is an O&M Non-Conformance, the State may give notice to Project Co specifying:
  - (i) details of the O&M Non-Conformance; and
  - (ii) a reasonable period of time within which Project Co must rectify that O&M Non-Conformance.
- (c) **(No notice following Project Co notice):** The State will not be entitled to issue a notice under clause 25.6(b) in respect of any O&M Non-Conformance which has previously been notified to the State by Project Co under clause 25.6(d).
- (d) **(Notification by Project Co):** If Project Co identifies an O&M Non-Conformance, Project Co must notify the State as soon as reasonably practicable.
- (e) **(Rectification of O&M Non-Conformance):** Project Co must expeditiously and diligently progress the rectification of each O&M Non-Conformance.
- (f) **(Notice of rectification):** Project Co must give notice to the State when each O&M Non-Conformance has been rectified promptly after rectification by Project Co.
- (g) **(O&M Bond):** If Project Co has failed to rectify an O&M Non-Conformance:
  - (i) which was notified by the State to Project Co under clause 25.6(b) within the time specified in that notice; or
  - (ii) which was notified by Project Co to the State under clause 25.6(d) within 12 months of that notification,

then the State may direct Project Co to provide to the State a Performance Bond for an amount determined by the State (which must be reasonable having regard to the

nature of the O&M Non-Conformance) up to \$20million (Indexed), as security for Project Co's performance of its obligations under clause 25.6(e) in relation to that O&M Non-Conformance (**O&M Bond**).

(h) **(Project Co to provide an O&M Bond)**: Project Co must provide the State with an O&M Bond within 10 Business Days of receiving a direction under clause 25.6(g).

(i) **(Replacement of O&M Bond)**: If:

- (i) the State is in possession of an O&M Bond;
- (ii) an additional O&M Non-Conformance is identified in accordance with clause 25.6(b) or clause 25.6(c); and
- (iii) Project Co has failed to rectify that additional O&M Non-Conformance within the relevant time period set out in clause 25.6(g),

the State may direct Project Co to replace the O&M Bond with a replacement Performance Bond with a value equal to:

- (iv) the value of the O&M Bond currently being held by the State; plus
- (v) an amount determined by the State (which must be reasonable having regard to the nature of the additional O&M Non-Conformance) up to \$5 million (Indexed),

as security for Project Co's performance of its obligations under clause 25.6(e) in relation to the O&M Non-Conformances for which the O&M Bond and replacement Performance Bond are provided (**Replacement O&M Bond**).

(j) **(Project Co to provide a Replacement O&M Bond)**: Project Co must provide the State with a Replacement O&M Bond within 10 Business Days of receiving a direction under clause 25.6(i).

(k) **(Additional O&M Non-Conformances)**: If:

- (i) the State is in possession of a Replacement O&M Bond;
- (ii) an additional O&M Non-Conformance is identified in accordance with clause 25.6(b) or clause 25.6(d); and
- (iii) Project Co has failed to rectify that O&M Non-Conformance within the relevant time period set out in clause 25.6(g),

clause 25.6(i) will apply in respect of the Replacement O&M Bond.

(l) **(Drawing on bonds)**: The parties acknowledge and agree that, without limiting the unconditional nature of any O&M Bond or Replacement O&M Bond (as applicable) that has been provided by Project Co in accordance with this clause 25.6, upon the State drawing down on the O&M Bond or Replacement O&M Bond (as applicable) to recover an amount that the State reasonably considers is required to be spent to rectify the O&M Non-Conformance for which the O&M Bond or Replacement O&M Bond (as applicable) is provided, the O&M Non-Conformance will be deemed to have been rectified by Project Co. For the avoidance of doubt, this clause 25.6(l) does not apply to other amounts drawn down by the State to the extent that such amounts recover other costs incurred or losses suffered by the State in connection with the O&M Non-Conformance.

(m) **(Return of O&M Bond or Replacement O&M Bond)**: The State must return the balance of the undrawn value of an O&M Bond or Replacement O&M Bond (as

applicable) to Project Co no later than 20 Business Days after the date on which Project Co demonstrates to the State's satisfaction (acting reasonably) that the O&M Non-Conformance referred to in clause 25.6(g) or clause 25.6(i) (as applicable) has been rectified to the full extent to which it can be rectified.

- (n) **(KPI liability)**: This clause 25.6 does not apply to any event or circumstance giving rise to a KPI Event including a breach of a State Project Document for which Project Co has accrued a KPI Point in accordance with clause 32.

## 25.6A Relief from O&M Non-Conformances

- (a) **(Modification Proposal)**: If Project Co considers (acting reasonably) that an O&M Non-Conformance which is identified in accordance with clause 25.6(b) or clause 25.6(d) is an O&M Non-Conformance that:
- (i) cannot be rectified;
  - (ii) cannot be rectified on commercially reasonable terms; or
  - (iii) relates to a change to the Tolling Back Office System which has been approved by the State in accordance with clause 30.4,

Project Co may propose a Modification Proposal in accordance with clause 34.6, provided that the Modification Proposal contains details of a commercial proposal to seek relief from the obligation to rectify part or all of the O&M Non-Conformance.

- (b) **(State response)**: Subject to clause 25.6A(c), clause 34.6(b) will apply to the Modification Proposal submitted by Project Co under this clause 25.6A.
- (c) **(State considerations)**: In considering the Modification Proposal submitted by Project Co under this clause 25.6A, the State must:
- (i) act reasonably; and
  - (ii) have regard to Best O&M Practices and the standards and practices in use on other privately operated roads in Australia.

## 25.7 Incidents

Project Co must respond to all Incidents in accordance with this Agreement, including the PSR.

## 25.8 Force Majeure during the O&M Phase

- (a) **(Obligations to be suspended)**: On the occurrence of a Force Majeure Event during the O&M Phase, in addition to their rights and obligations under clause 27, the obligations of each party in accordance with this Agreement which are affected by the Force Majeure Event will be suspended, but only to the extent that, and for so long as, the Force Majeure Event prevents that party from meeting its relevant obligations in accordance with this Agreement.
- (b) **(Party not in breach)**: A party's failure to carry out its obligations in accordance with this Agreement which are suspended under clause 25.8(a) will not be a breach of this Agreement by that party, a Major Default or Default Termination Event during the period of suspension under clause 25.8(a).
- (c) **(Exceptions)**: If the Force Majeure Event is also:
- (i) an Uninsurable Risk (as agreed or determined in accordance with clause 40.14); or



- (ii) a Day 1 Uninsurable Risk,  
clause 40.15 will apply.

## 25.9 Suspension of obligations during O&M Phase

- (a) **(Obligations suspended):** To the extent that:
  - (i) a Key Risk Event;
  - (ii) a State Act of Prevention; or
  - (iii) an FMS Failure,  
prevents or delays Project Co from performing the O&M Activities or otherwise meeting its obligations in accordance with this Agreement, then:
    - (vii) the relevant obligations of Project Co will be suspended, but only until the date the Key Risk Event, the State Act of Prevention or FMS Failure and the consequences of the Key Risk Event, the State Act of Prevention or the FMS Failure (as applicable) cease to prevent or delay Project Co from carrying out the relevant obligations; and
    - (viii) the failure to carry out such suspended obligations will not be a breach of this Agreement by Project Co, a Major Default or a Default Termination Event.
- (b) **(Obligation to keep Freeway open):** In the case of a Key Risk Event described in paragraph (k) of the definition of Key Risk Event or an FMS Failure, clause 25.9 will only suspend Project Co's obligation under clause 25.4 to keep the Freeway open to the extent that the occurrence of the Key Risk Event or FMS Failure prevents or delays the safe passage of vehicles.

## 25.10 Updating the Separation Plans

- (a) **(Initial submission):** Project Co must, no later than 120 days prior to the Date of West Gate Tunnel Completion, submit to the State for its approval Separation Plans which are consistent with the Separation Principles and take into account (to the extent relevant to the matters contemplated by the Separation Principles) any changes to the Relevant Infrastructure or the O&M Activities that have occurred since Financial Close).
- (b) **(Further submissions):** Project Co must within 60 Business Days after the end of each full Financial Year during the O&M Phase either:
  - (i) submit to the State for its approval Separation Plans which are consistent with the Separation Principles and take into account (to the extent relevant to the matters contemplated by the Separation Plans) any changes to the Relevant Infrastructure or the O&M Activities that have occurred since the previous submission under clause 25.10(a) or subsequent submission under this clause 25.10(b); or
  - (ii) notify the State that no updates are required to the Separation Plans since the previous submission provided that the Separation Plans are consistent with the Separation Principles and take into account (as far as relevant to the matters contemplated by the Separation Plans) any changes to the Relevant Infrastructure or the O&M Activities that have occurred since the previous submission under clause 25.10(a) or this clause 25.10(b).



- (c) **(Single Asset Handover (WGT)):** Without limiting clause 25.10(a) or clause 25.10(b), where at the relevant time, it is anticipated that Single Asset Handover (WGT) will occur, Project Co must:
- (i) where this Agreement is anticipated to end on the Final Expiry Date, at least 5 years and 6 months before the Final Expiry Date; or
  - (ii) where this Agreement is anticipated to end earlier than the Final Expiry Date, within such period before the Expiry Date as is reasonably practicable,
- update each Separation Plan:
- (iii) to include details of the tests that are proposed to be conducted for the Handover Reviewer to verify that the Separated Systems meet the Handover Condition in respect of those systems; and
  - (iv) for any matters usually the subject of its scheduled updates under clause 25.10(a),
- and submit each updated Separation Plan to the State for approval, with a copy to the Handover Reviewer.
- (d) **(State response):** Within:
- (i) 60 Business Days after receiving a Separation Plan in accordance with clause 25.10(a); or
  - (ii) 30 Business Days after receiving an updated Separation Plan in accordance with clause 25.10(b) or 25.10(c) (as applicable),
- the State must (acting reasonably and with regard to the opinion of the Handover Reviewer (if the Handover Reviewer is engaged at that time)) notify Project Co that:
- (iii) it approves the updated Separation Plan; or
  - (iv) it does not approve the updated Separation Plan, including the reasons for its decision, in which case Project Co must update the Separation Plan to address any reasonable concerns of the State and resubmit the updated Separation Plan to the State, and this clause 25.10(d) will continue to apply to any updated Separation Plan until it has been approved by the State.
- (e) **(Deemed approval):** If in respect of a Separation Plan or updated Separation Plan submitted by Project Co under this clause 25.10, the State fails to give its approval (or otherwise) within the time period specified in clause 25.10(a) or clause 25.10(d) (as applicable), the State will be deemed to have given its approval to that updated Separation Plan.
- (f) **(Handover Reviewer):** As part of the engagement of the Handover Reviewer as contemplated by clause 28, the parties must provide the Handover Reviewer with a copy of the Separation Plans and must thereafter provide the Handover Reviewer with copies of all subsequently updated and approved Separation Plans.

## 25.11 Accident Towing Licence Event

Project Co will be relieved from its incident clearance obligations under this Agreement to the extent it is prevented from complying with those obligations due to an Accident Towing Licence Event.

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## 26. Interaction with transport network

### 26.1 Transport network support

- (a) **(Principal Road Interfaces):** On and from the Date of West Gate Tunnel Completion, the State must afford support, or procure that support is afforded, to the Freeway equivalent to the support the State affords to other freeways by:
- (i) subject to clause 26.1(a)(v), managing the Principal Road Interfaces having regard to the status of the Freeway as a freeway and to a level comparable to that afforded to other freeways;
  - (ii) expeditiously and diligently progressing maintenance (including incident management and obstruction removal) and repair of the Principal Road Interfaces in a manner and to a level similar to that afforded to other principal road interfaces (being operated and maintained by or on behalf of the State) for freeways;
  - (iii) if upgrading a Principal Road Interface expeditiously and diligently progressing that upgrading, in a manner and to a level similar to that afforded to other principal road interfaces (being operated and maintained by or on behalf of the State) for freeways;
  - (iv) procuring in a manner and to a level similar to that afforded to other freeways, that there will be no interference with the flow of traffic on a Principal Road Interface due to damage to, or a failure to expeditiously and diligently progress the repair of damage to, such parts of the Principal Road Interface as are reasonably required by the public for access to or from the Freeway using that Principal Road Interface (other than damage caused by Project Co or any of its Associates); and
  - (v) procuring that:
    - A. there shall be no removal of or closure of a lane on a Principal Road Interface (other than a Principal Road Interface (Freeway)); or
    - B. in respect of a Principal Road Interface (Freeway), there shall be no removal of or closure of a lane on that Principal Road Interface (Freeway), to the extent that this will have an adverse impact on the capacity of that Principal Road Interface (Freeway) to feed traffic onto the Freeway, other than where that removal or closure is temporary in nature and required for, due to, or part of:
      - C. any maintenance (including incident management and obstruction removal), repair or upgrading of the Principal Road Interface; or
      - D. any other development, project or works procured by the State or any Authority.
- (b) **(Exception to transport network support):** The State will not be considered to have failed to provide the support required under clause 26.1(a):
- (i) because of a failure to undertake new road works, unless that failure was due to discrimination against the Freeway relative to other freeways;

- (ii) because of a failure to upgrade the capacity of a Principal Road Interface;
- (iii) because of an act done in the course of the day to day activities of the State or its Associates in the management of the transport network, being activities which are expeditiously and diligently progressed and applied, as appropriate, throughout equivalent aspects of the transport network;
- (iv) to the extent the failure is due to Project Co or any of its Associates breaching a Project Document; or
- (v) because of a failure caused by an event beyond the reasonable control of the State or its Associates except to the extent that the State or its relevant Associates do not seek to overcome or mitigate the effects of that event in a manner and to a level comparable to that which would be afforded to other freeways in similar circumstances.

## 26.2 Consequences of failure to provide State support

Without limiting clause 27, a failure by the State to provide the support required of it under clause 26.1 will not constitute a breach of this Agreement.

## 26.3 No restrictions

- (a) **(No restriction on changes to transport network):** Nothing in the Project Documents will restrict, or require the exercise of, any right of the State, directly or through any Authority, to develop, manage or change Victoria's transport network.
- (b) **(Examples):** Without limiting clause 26.3(a), the State and all Authorities may on their own account exercise or not exercise (and may authorise others to exercise or not exercise) any right they would otherwise have had including to:
  - (i) construct new roads;
  - (ii) extend, alter or upgrade existing roads;
  - (iii) connect new or existing roads to the Freeway;
  - (iv) construct new public transport routes or services;
  - (v) extend, alter or upgrade existing public transport routes or services;
  - (vi) implement a Relevant Price or Restriction;
  - (vii) otherwise implement government transport policies; or
  - (viii) otherwise do anything which, subject to this Agreement, they are empowered to do by Law.
- (c) **(Project Co's risk):** The parties agree that subject to:
  - (i) clause 26.4;
  - (ii) any entitlement to relief as a Compensable Extension Event, [Settlement Direct Event](#), Key Risk Event or Modification; and
  - (iii) any Claim Project Co may have as a consequence of a State Act of Prevention,

Project Co will have no Claim against the State arising in connection with any consequence of the State or any other Authority exercising, or not exercising, any right of a type referred to in this clause 26.3.

## 26.4 Proximate State Work

- (a) **(State may undertake Proximate State Work):** The State or any person authorised by the State may, at any time during the Term, undertake Proximate State Work.
- (b) **(Proximate State Works Notice):** The State must provide reasonable notice to Project Co of its intention to undertake Proximate State Works (**Proximate State Works Notice**).
- (c) **(Proximate State Works obligation):** In respect of any Proximate State Work the subject of a Proximate State Works Notice:
  - (i) Project Co must:
    - A. comply with its obligations under clauses 10.7 and 10.8;
    - B. give the State, its Associates and any person authorised by the State sufficient access to the Construction Areas, Maintenance Areas or Leased Area to enable the State to plan, design, investigate or undertake the Proximate State Work;
    - C. fully co-operate with the State, its Associates and any person authorised by the State to facilitate the implementation of the Proximate State Work, including permitting temporary closures, or closures of other parts of the West Gate Tunnel, and otherwise allowing the management of traffic on, entering or leaving the Freeway to facilitate the State, its Associates and any person authorised by the State managing traffic on or in the vicinity of the West Gate Tunnel; and
    - D. use its best endeavours to minimise any interference with, or disruption or delay to, the activities associated with the Proximate State Work; and
  - (ii) the State must:
    - A. use its reasonable endeavours to co-ordinate and interface all activities associated with the Proximate State Work with the Project Activities;
    - B. minimise any interference with, or disruption or delay to, the Project Activities;
    - C. to the extent the Proximate State Works are located on the Construction Areas, Maintenance Areas or Leased Areas, comply with the usual and reasonable requirements of Project Co relating to obtaining access to the Site;
    - D. ensure that its Associates and any person authorised by the State comply with the requirements of this clause 26.4(c)(ii); and

- E. ensure that the entity undertaking the Proximate State Work has an obligation to fully co-operate with Project Co and its Associates to facilitate the implementation of the Project.
- (d) **(Entitlement to costs):** In respect of any Proximate State Work the subject of a Proximate State Works Notice:
- (i) that are undertaken prior to the Date of Tolling Completion, the State must issue a Modification Order in accordance with clause 34.1; and
  - (ii) that are undertaken on or after the Date of Tolling Completion, Project Co will be entitled to payment of amounts as calculated in accordance with the Change Compensation Principles.
- (e) **(Maintenance responsibility):** If the State constructs any Proximate State Work upon the Leased Area (or authorises another person to do so), the State may at any time issue to Project Co a Modification Order in accordance with clause 34.1 or Modification Request in accordance with clause 34.2, in relation to the maintenance and repair of that Proximate State Work, in which case the procedures in clause 34 will apply.

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## 27. Key Risk Events

### 27.1 Notice of Key Risk Event

If, on or after the Date of Tolling Completion, a Key Risk Event occurs which has had, has started to have or will have, a Relevant Effect, Project Co may give the State a notice, including such details as the State may reasonably require as to the effect of the Key Risk Event on the Project, within 12 months after Project Co becomes aware of the occurrence of the Key Risk Event (**Key Risk Event Notice**).

### 27.2 Occurrence of a Key Risk Event

- (a) **(Obligation to negotiate):** If Project Co provides a Key Risk Event Notice, then as soon as practicable, but no later than 20 Business Days after the State has received the Key Risk Event Notice, the parties must negotiate in good faith with a view to agreeing:
- (i) whether or not the Key Risk Event Notice is valid and was given within the time period set out in clause 27.1;
  - (ii) whether or not the relevant Key Risk Event has occurred; and
  - (iii) if it has, whether or not the Key Risk Event has had, has started to have, or will have, a Relevant Effect.
- (b) **(Determination of matter):** If the parties do not reach agreement within 60 Business Days after commencing the negotiations contemplated by clause 27.2(a), then either the State or Project Co may refer the matter for resolution in accordance with clauses 43 and 44.

### 27.3 Good faith negotiations

- (a) **(Obligation to negotiate):** As soon as practicable, but no later than 20 Business Days after it has been agreed or determined that:
- (i) the Key Risk Event Notice was validly given within the time period set out in clause 27.1;

- (ii) the Key Risk Event has occurred; and
- (iii) the Key Risk Event has had, has started to have, or will have, a Relevant Effect,

the parties must negotiate in good faith to determine a redress which restores Project Co to the position that it would be in were the impact of the Key Risk Event overcome so that the Adjusted Net Operating Cashflow is restored to:

- (iv) in relation to all Key Risk Events, other than an event described in paragraph (a)(ii), (a)(iii), (a)(iv), (a)(v), (a)(vi) or (h) of the definition of Key Risk Event, the lower of:
    - A. the Net Operating Cashflow immediately before the occurrence of the Key Risk Event; and
    - B. the Base Case Net Operating Cashflow immediately before the occurrence of the Key Risk Event; and
  - (v) in relation to a Key Risk Event described in paragraph (a)(ii), (a)(iii), (a)(iv), (a)(v), (a)(vi) or (h) of the definition of Key Risk Event, the Net Operating Cashflow immediately before the occurrence of the Key Risk Event.
- (b) **(Determination of matter):** If the parties do not reach agreement within 60 Business Days after commencing the negotiations contemplated by clause 27.3(a), then either the State or Project Co may refer the matter for resolution in accordance with clauses 43 and 44.

## 27.4 Redress

- (a) **(Form and timing of redress):** Subject to clause 27.4(b), if the amount of the redress in respect of the Key Risk Event:
- (i) is agreed in accordance with clause 27.3(a); or
  - (ii) is determined in accordance with clause 27.3(b),
- then Project Co will be entitled to such redress, and the parties acknowledge and agree that sections 4.1, 4.2(a), 4.2(b)(ii), 4.2(b)(iii) and 4.2(c) of the Change Compensation Principles will apply.
- (b) **(Consideration regarding form of redress):** If the parties are required to negotiate in accordance with section 4.2(a)(ii) of the Change Compensation Principles, the parties acknowledge and agree that regard must be had to:
- (i) the timing of cashflow requirements related to operation, maintenance, tolling and debt commitments (based on the Notional Cost Profile and the Notional Debt Profile) of Project Co; and
  - (ii) efficient application and structuring of the redress (so as, for example, not to create or increase any Liability for Taxes, the Liability for which need not be incurred or need only be incurred to a limited extent).
- (c) **(Determination of matter):** Subject to clause 27.4(d), if the parties do not reach agreement within 20 Business Days after commencing the negotiations contemplated by section 4.2(a)(ii) of the Change Compensation Principles, then either the State or Project Co may refer the matter for resolution in accordance with clauses 43 and 44.

- (d) **(Limitation on form of disputed redress):** In making the determination in relation to a Dispute that has been referred to dispute resolution in accordance with clause 27.4(c), the expert or the arbitrator (as applicable) must ensure, and the parties must require, that his or her determination as to any redress does not involve a method of redress other than those identified in sections 4.2(a)(ii)A to 4.2(a)(ii)C of the Change Compensation Principles.
- (e) **(No over compensation):** The State will not be obliged under any circumstances to make available or be bound by a method of redress to the extent that:
  - (i) it will achieve an outcome in excess of that which is necessary to provide the redress which restores Project Co to the position described in clause 27.3(a); or
  - (ii) any other reasonable payment, compensation or redress has been made by the State arising out of or in connection with the Key Risk Event or the circumstances relating to the Key Risk Event.
- (f) **(Implementation of redress):** If a redress is agreed or determined on the basis that a Key Risk Event will have, but has not had or started to have, a Relevant Effect, then no redress will be implemented before the Key Risk Event has had or has started to have a Relevant Effect, unless the State agrees otherwise.
- (g) **(Financial contribution):** To the extent that the redress agreed or determined to be appropriate involves the making of a financial contribution by the State, the amount of that contribution is to be determined net of moneys due and payable to the State under the State Project Documents.

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## 28. Handover

### 28.1 Separation Plan Services

- (a) **(Notification):** If at any time after the Date of Tolling Completion, a party considers that Single Asset Handover (WGT) will occur, that party may notify the other party, provided such notice must not be given any earlier than 12 months prior to the anticipated Expiry Date (**Separation Notice**).
- (b) **(Dispute):** If the party receiving a Separation Notice disagrees that Single Asset Handover (WGT) will occur, it may refer the matter for resolution in accordance with clauses 43 and 44.
- (c) **(State notice of intention to terminate):** Without limiting the State's rights under clause 28.1(a) or clause 42, the State may at any time give Project Co written notice that it intends to terminate this Agreement prior to the Final Expiry Date in accordance with clause 42.2 or clause 42.5 (**State Notice of Intention to Terminate**).
- (d) **(Separation Plan Services):** Upon agreement by the parties or determination that Single Asset Handover (WGT) will occur or upon receipt of a State Notice of Intention to Terminate, Project Co must carry out the Separation Plan Services in accordance with the requirements of the Separation Plans so that the Separation Plan Services are completed upon the Final Expiry Date or, where this Agreement is terminated earlier than the Final Expiry Date, as soon as reasonably practicable following the Expiry Date.
- (e) **(Integration Services):** Project Co must carry out the Integration Services so that the Integration Services are completed upon the Final Expiry Date or, where this Agreement is terminated earlier than the Final Expiry Date, as soon as reasonably practicable following the Expiry Date.



## 28.2 State obligations

Upon agreement by the parties or determination that Single Asset Handover (WGT) will occur, or upon the issue of a State Notice of Intention to Terminate, the State must perform its obligations under the Separation Plans in accordance with the requirements of the Separation Plans.

## 28.3 Meaning of Handover Condition

For the purposes of this clause 28 **Handover Condition** means:

- (a) if handover of all or any part of the Relevant Infrastructure is to occur prior to the Date of Tolling Completion, the condition that the Relevant Infrastructure and the Construction Areas (or the relevant parts of the Relevant Infrastructure and Construction Areas) should be in if Project Co had complied with all of its obligations in connection with the Relevant Infrastructure and the Construction Areas (or the relevant parts of them) in accordance with this Agreement, having regard to the time and circumstances of the termination;
- (b) if handover of all or any part of the Relevant Infrastructure is to occur on or after the Date of Tolling Completion and before the Final Expiry Date, the condition that the Relevant Infrastructure, Maintenance Areas and Leased Area (or the relevant parts of the Relevant Infrastructure, Maintenance Areas and Leased Areas) would be in if Project Co had complied with all of its obligations in connection with the Relevant Infrastructure, Maintenance Areas and Leased Area (or the relevant parts of them) in accordance with this Agreement up to the time of termination having regard to the time and circumstances of the termination (except where the Agreement is terminated in accordance with clause 42.4); or
- (c) if handover of all or any part of the Relevant Infrastructure is to occur on the Final Expiry Date, the condition that the Relevant Infrastructure, Maintenance Areas and Leased Areas (or the relevant parts of the Relevant Infrastructure, Maintenance Areas and Leased Areas) would be in as at that date if Project Co had complied with all of its obligations in connection with the Relevant Infrastructure, Maintenance Areas and Leased Area (or the relevant parts of them) in accordance with this Agreement,

which will in relation to clauses 28.3(b) and 28.3(c) have regard to any modifications or changes required to be made to the Separated Systems and the FCC by Project Co in accordance with the requirements of the Separation Plans.

## 28.4 Obligations approaching end of O&M Phase

- (a) **(Handover Reviewer):** No later than 12 months before the inspections to be undertaken in accordance with clause 28.4(d)(i), or as soon as reasonably practicable before the inspections to be undertaken in accordance with clause 28.4(d)(ii):
  - (i) the parties must meet to determine the identity of a Handover Reviewer to be appointed jointly by Project Co and the State to carry out the tasks identified in this clause 28;
  - (ii) if the parties are unable to agree the identity of a Handover Reviewer in accordance with clause 28.4(a)(i) within 20 Business Days of meeting, the State will appoint a Handover Reviewer; and
  - (iii) the State and Project Co must jointly engage the Handover Reviewer in accordance with the terms of this Agreement,



provided that the Handover Reviewer to be engaged must:

- (iv) be independent of the Transurban Group and the State;
  - (v) be reasonably acceptable to the State and Project Co;
  - (vi) have appropriate qualifications and experience; and
  - (vii) have no interest or duty which conflicts or may conflict with its functions as a Handover Reviewer.
- (b) **(Costs):** The costs and expenses of the Handover Reviewer (including the Handover Reviewer's professional fees and any other costs incurred in accordance with the terms of its joint engagement) will be paid to the Handover Reviewer by the State.
- (c) **(Payment of costs):** Project Co must pay to the State on demand, from time to time, 50% of the costs and expenses of the Handover Reviewer paid by the State under clause 28.4(b), excluding GST.
- (d) **(Joint inspection):** Project Co, the State and the Handover Reviewer appointed under clause 28.4(a) must carry out joint inspections of the Relevant Infrastructure:
- (i) where this Agreement is to end on the Final Expiry Date, at least:
    - A. 5 years before the Final Expiry Date; and
    - B. every 6 months after that initial inspection until the end of the O&M Phase; or
  - (ii) where this Agreement is to end following the Date of Tolling Completion and earlier than the Final Expiry Date, within such shorter period before the date of termination as is required by the State,
- (each a **Condition Review Date**).
- (e) **(Program to achieve proper Handover):** Following each inspection undertaken in accordance with clause 28.4(d), the Handover Reviewer must give to the State and Project Co a report (**Outstanding Matters Report**) specifying:
- (i) the details of:
    - A. the maintenance and repair work required to be carried out by Project Co to meet the Handover Condition and a program for undertaking such works, having regard to the time and circumstances of the inspection and ensuring that, where reasonably practicable, the program is consistent with any planned maintenance or repair work scheduled to be undertaken by Project Co in accordance with the Project Plans and O&M Manuals;
    - B. where applicable in accordance with clause 28.1(d), the Separation Plan Services to be carried out by Project Co in order to comply with its obligations under clause 28.1(d) and a program for undertaking such services, having regard to the time and circumstances of the inspection and ensuring that the program is consistent with Project Co's obligations under the Separation Plans; and

- C. all other obligations, services and activities to be carried out by Project Co in order for Handover to occur, including the Integration Services,
- collectively the **Handover Services**;
- (ii) the Handover Reviewer's opinion (together with its reasons for forming that opinion) of whether Handover will occur by the Expiry Date;
- (iii) if the Handover Reviewer forms the opinion that Handover will not occur by the Expiry Date, the Handover Reviewer's opinion (together with its reasons for forming that opinion) of the likely duration of Project Co's obligation to perform Transition Services in accordance with clause 28.9(a) (**Anticipated Transition Services Period**); and
- (iv) an estimate of the total costs of undertaking the Handover Services and where applicable, the Transition Services, for the Anticipated Transition Services Period (**Handover Bond Reference Amount**).
- (f) (**Dispute**): If either party does not agree with any of the matters determined by the Handover Reviewer in the Outstanding Matters Report, that party may refer the matter for resolution in accordance with clauses 43 and 44 within 20 Business Days of the Outstanding Matters Report being received by it.
- (g) (**Condition Review Date**): Notwithstanding the terms of this clause 28, the State Representative may by notice to Project Co:
- (i) adjust the Condition Review Date to an alternative date which may not be earlier than 5 years before the Final Expiry Date;
- (ii) elect to relieve Project Co from any obligation to undertake any of the Handover Services; or
- (iii) acting reasonably, increase the number of times and frequency with which the Handover Reviewer, the State and Project Co must inspect and assess the condition of the Relevant Infrastructure (or the relevant part of the Relevant Infrastructure), assess any Handover Services or prepare the Outstanding Matters Report, provided that the costs of undertaking such additional inspections will be borne by the State and will not be subject to recovery by the State under clause 28.4(c).
- (h) (**Review of Condition Review Date**): If the State Representative exercises its rights in accordance with clause 28.4(g)(ii):
- (i) the PSR and any other relevant parts of the State Project Documents will be varied to the extent agreed by the parties or, where not agreed, as determined by the Handover Reviewer; and
- (ii) the amount calculated in accordance with the Change Compensation Principles will be a debt due and payable by Project Co to the State and will also be subtracted from the Handover Bond Reference Amount.
- (i) (**Implement program**): Without limiting Project Co's obligations in accordance with this Agreement, Project Co must:
- (i) undertake the Handover Services and implement the program identified in the latest Outstanding Matters Report (or as otherwise determined under clause 28.4(f)), other than any Handover Services which the State has agreed to relieve Project Co from under clause 28.4(g)(ii); and

- (ii) within 20 Business Days after receiving an Outstanding Matters Report under clause 28.4(e), provide to the State a Performance Bond having a face value equal to 120% of the Handover Bond Reference Amount or such lower amount agreed by the State (**Handover Bond**), as security for the performance of Project Co's obligations to perform the Handover Services and, where applicable, the Transition Services. Where the Handover Bond Reference Amount is disputed by a party and subsequently agreed between the parties or determined under clause 28.4(f), Project Co must provide a replacement Handover Bond having a face value equal to 120% of the revised Handover Bond Reference Amount agreed or determined. Where Project Co provides a replacement Handover Bond in these circumstances, or after the issue of a subsequent Outstanding Matters Report, the State must return the Handover Bond which is being replaced within 10 Business Days upon receiving the replacement Handover Bond.

## 28.5 Reaching Handover

- (a) **(Notice of expected Handover):** Project Co must:
  - (i) at least 60 Business Days prior to the date upon which it reasonably expects Handover to occur, give the State (with a copy to the Handover Reviewer) a notice setting out that date on which it expects Handover to occur; and
  - (ii) if, after Project Co gives the State and the Handover Reviewer a notice under clause 28.5(a)(i), the expected date upon which Project Co reasonably expects Handover to occur changes, promptly give a notice the State (with a copy to the Handover Reviewer) revising that date.
- (b) **(Notice by Project Co):** When Project Co considers that Handover has occurred, Project Co must:
  - (i) notify the State and the Handover Reviewer of its opinion; and
  - (ii) request the Handover Reviewer to issue a Handover Matters Notice.
- (c) **(Notice from Handover Reviewer to parties):** Within 45 Business Days after receiving a notice from Project Co under clause 28.5(b), (or within 20 Business Days where Project Co has previously given a notice under clause 28.5(b)) the Handover Reviewer must issue a notice to the parties:
  - (i) stating that in its reasonable opinion, Handover has occurred; or
  - (ii) which:
    - A. states that in its reasonable opinion, Handover has not occurred;
    - B. provides details of matters or things (if any) which it considers are required to be remedied or rectified by the State or its Associates in order for the Relevant Infrastructure to meet the Handover Condition;
    - C. specifies any Separation Plan Services or other Handover Services which it considers have not been completed by Project Co in accordance with the requirements of this clause 28; and

- D. specifies the amount which it reasonably considers is required to be spent by the State or its Associates to remedy or rectify the matters or things specified in clauses 28.5(c)(ii)B and 28.5(c)(ii)C,

**(Handover Matters Notice).**

- (d) **(Project Co response):** Project Co must, within 20 Business Days after receiving the Handover Matters Notice, notify the State that it:
- (i) agrees with the matters set out in the Handover Matters Notice **(Handover Matters Agreement Notice)**; or
  - (ii) disagrees with the matters set out in the Handover Matters Notice, together with details of why Project Co disagrees **(Handover Matters Disagreement Notice)**.
- (e) **(Handover Matters Agreement Notice):** If Project Co gives the State a Handover Matters Agreement Notice or fails to give a Handover Matters Disagreement Notice in accordance with clause 28.5(d), then:
- (i) the amount (if any) set out in the Handover Matters Notice will be a debt due and payable by Project Co to the State; and
  - (ii) the State may (at its absolute discretion):
    - A. make a demand under the Handover Bond to recover the amount (if any) set out in the Handover Matters Notice; or
    - B. direct Project Co to carry out any Handover Services the subject of the Handover Matters Notice, in which case Project Co will be entitled to provide a further notice to the Handover Reviewer under clause 28.5(b) when it considers that Handover has occurred.
- (f) **(Handover Matters Disagreement Notice):** If Project Co gives the State a Handover Matters Disagreement Notice, the parties must consult in good faith and use their reasonable endeavours to agree on the details or the amount referred to in the Handover Matters Notice.
- (g) **(Consequences of consultation):** If the parties, following the consultation under clause 28.5(f):
- (i) reach agreement that an amount is payable in respect of a Handover Matters Notice, then:
    - A. the agreed amount will be a debt due and payable by Project Co to the State; and
    - B. the State may (in its absolute discretion):
      - 1) make a demand under the Handover Bond to recover the agreed amount; or
      - 2) direct Project Co to carry out any Handover Services the subject of the Handover Matters Notice, in which case Project Co will be entitled to provide a further notice to the Handover Reviewer under clause 28.5(b) when it considers that Handover has occurred;

- (ii) reach agreement that no amount is payable in respect of a Handover Matters Notice, then the State will return the Handover Bond to Project Co within 5 Business Days of such agreement; or
- (iii) are unable to reach agreement as to whether an amount is payable in respect of a Handover Matters Notice and the amount of any payment within 10 Business Days after service of the Handover Matters Disagreement Notice, then:
  - A. the State may (in its absolute discretion):
    - 1) make a demand under the Handover Bond up to the amount set out in the Handover Matters Notice; or
    - 2) direct Project Co to carry out any Handover Services the subject of the Handover Matters Notice, in which case Project Co will be entitled to provide a further notice to the Handover Reviewer under clause 28.5(b) when it considers that Handover has occurred; and
  - B. either party may refer the matter for resolution in accordance with clauses 43 and 44.
- (h) **(State to reimburse Project Co):** The State must pay Project Co the difference between:
  - (i) the amount drawn from the Handover Bond following a demand under clause 28.5(g)(iii)A.1); and
  - (ii) any lesser amount which is determined following the resolution of the dispute to be the amount referred to in the Handover Matters Notice, within 5 Business Days of the resolution of the dispute.
- (i) **(No obligation in respect of monies):** Project Co acknowledges and agrees that the State is under no obligation to apply any monies it receives under this clause 28.5 towards the cost of satisfying the Handover Conditions or performing the Handover Services.
- (j) **(Acknowledgment):** The parties acknowledge and agree that:
  - (i) upon the State drawing down on the Handover Bond in accordance with clause 28.5(e)(ii)A clause 28.5(g)(i)B.1), or clause 28.5(g)(iii)A.1) the Handover Services will be deemed to have been carried out by Project Co; and
  - (ii) drawing down on the Handover Bond in accordance with clause 28.5(e)(ii)A, clause 28.5(g)(i)B.1) or clause 28.5(g)(iii)A.1) is the State's sole and exclusive remedy for a failure by Project Co to carry out the Handover Services.
- (k) **(No limitation of rights):** Nothing in this clause 28.5 will limit the State's rights against Project Co, whether under this Agreement or otherwise according to Law, in respect of any Defect or other failure to comply with clause 28.
- (l) **(Return of Handover Bond):** The State must:

- (i) return the Handover Bond within 10 Business Days of the Handover Reviewer giving notice under clause 28.5(c)(i); or
- (ii) where the Handover Reviewer has given a notice under clause 28.5(c)(ii), return the balance of the undrawn value of the Handover Bond to Project Co no later than 20 Business Days after:
  - A. it has drawn on the Handover Bond; or
  - B. the parties have agreed, or it has been determined, that no amount is payable in respect of a Handover Matters Notice.

## 28.6 Handover of Relevant Infrastructure and Site

Without limiting clauses 28.7, 28.8 and 28.12, upon the Final Expiry Date or, where this Agreement is terminated earlier than the Final Expiry Date, as soon as reasonably practicable following the Expiry Date, Project Co must:

- (a) **(handover of Relevant Infrastructure and Site):** handover:
  - (i) the Relevant Infrastructure, the Construction Areas, Maintenance Areas and Leased Area (as applicable), other than the Tolling Back Office System or the Asset Management System;
  - (ii) the FCC and the Alternate Traffic Control Room (where the Alternative Traffic Control Room has been leased to Project Co in accordance with clause 6.10(h)); and
  - (iii) a replica of the Tolling Back Office System and Asset Management System,  
  
including (subject to clause 52 and the terms of the Subcontractor IP Exceptions Schedule and Schedule 33) all rights and interest in them, and with regard to the requirements of the relevant Separation Plan, to the State or its nominee free from any encumbrances and in the Handover Condition;
- (b) **(transfer of rights):** subject to clause 52 and the terms of the Subcontractor IP Exceptions Schedule and Schedule 33, to the extent that it has not already been transferred, transfer to the State or its nominee all rights, title and interest in plant and equipment owned or held by Project Co or OpCo which is required to allow the State or its nominee to operate, maintain and repair the Relevant Infrastructure to the standards required of Project Co in accordance with this Agreement free from any encumbrances;
- (c) **(delivery of information):** deliver to the State or its nominee all manuals, records, plans and other information under the control of Project Co, including Project Co Material, which are relevant to the Project;
- (d) **(payment of insurance proceeds):** pay to the State or its nominee any insurance proceeds from any Insurances for the repair and rebuilding of the Relevant Infrastructure to the extent not already repaired or rebuilt, and assign to the State any rights available to Project Co under the Insurances;
- (e) **(transfer of approvals):** do all acts and things necessary to enable the State or its nominee to have transferred to it all Approvals necessary to deliver the Project or assist the State or its nominee to obtain such Approvals; and

- (f) **(delivery of project):** do all other acts and things to enable the State or its nominee to be in a position to deliver the Project to the standards specified in accordance with this Agreement, with minimum disruption.

## 28.7 Subcontracts and Roaming Agreement

Upon the Final Expiry Date or, where this Agreement is terminated earlier than the Final Expiry Date, as soon as reasonably practicable following the Expiry Date (having regard to any Subcontracts required to be retained by Project Co for the period of time which Project Co is required to perform any Transition Services under this Agreement), Project Co must:

- (a) **(novation of Subcontracts):** subject to clause 28.7(b) and clause 28.7(c), procure the novation or, if such novation cannot be procured, the assignment to the State or its nominee of:
- (i) such Subcontracts (excluding the Operating Services Agreement and any Service Agreements) as they relate to the Relevant Infrastructure as the State may nominate;
  - (ii) any leases, subleases and licences proposed to be novated or assigned by Project Co and agreed to by the State; and
  - (iii) the Roaming Agreement;
- (b) **(novation of Subcontracts (O&M – CityLink / WGT)):**
- (i) upon Consolidated Handover, procure the novation or, if such novation cannot be procured, the assignment to the State or its nominee of all Subcontracts (O&M – CityLink/WGT) (other than the Operating Services Agreement); or
  - (ii) upon Single Asset Handover (WGT), either:
    - A. procure the partial novation or, if such partial novation cannot be procured, the partial assignment to the State or its nominee of those aspects of the Subcontracts (O&M – CityLink/WGT) (other than the Operating Services Agreement) that relate to the Project; or
    - B. procure from each Subcontractor who is a party to a Subcontract (O&M – CityLink/WGT) (other than the Operating Services Agreement) a new subcontract (**New WGT Subcontract**) which is to be entered into by that Subcontractor with the State or its nominee which:
      - 1) relates only to the provision of operation, maintenance, repair and/or tolling goods or services (including, where applicable, the provision of licensed materials) in relation to the Project; and
      - 2) is on the same terms as the relevant Subcontract (O&M – CityLink/WGT), other than in relation to pricing; and
  - (iii) in relation to pricing under the New WGT Subcontract, use reasonable endeavours to procure from the relevant Subcontractor an agreement to provide the relevant goods or services (including, where applicable, the provision of licensed materials) to the State or its nominee for a price that is no less favourable than the price for which those goods or services were provided to the Project and the CityLink Project under the



relevant Subcontract (O&M – CityLink/WGT), having regard to the proposed level of consumption of the goods or services by the State or its nominee under the New WGT Subcontract compared to the consumption of those goods or services by the Project and the CityLink Project; and

- (c) **(Enterprise-wide Subcontracts):**
- (i) provide the State with the following information in relation to each Enterprise-wide Subcontract:
    - A. the identity of the counterparties to the Enterprise-wide Subcontract; and
    - B. the nature of the goods or services provided or to be provided, or rights granted or to be granted, under the Enterprise-wide Subcontract;
  - (ii) use reasonable endeavours to procure from each Subcontractor who is a party to an Enterprise-wide Subcontract a new subcontract (**New WGT Subcontract**) which is to be entered into by that Subcontractor with the State or its nominee which:
    - A. relates only to the provision of operation, maintenance, repair and/or tolling goods or services (including, where applicable, the provision of licensed materials) in relation to the Project; and
    - B. is on the same terms as the relevant Enterprise-wide Subcontract, other than in relation to pricing; and
  - (iii) in relation to pricing under the New WGT Subcontract, use reasonable endeavours to procure from the relevant Subcontractor an agreement to provide the relevant goods or services (including, where applicable, the provision of licensed materials) to the State or its nominee for a price that is no less favourable than the price for which those goods or services were provided to the Transurban Group under the relevant Enterprise-wide Subcontract, having regard to the proposed level of consumption of the goods or services by the State or its nominee under the New WGT Subcontract compared to the consumption of those goods or services by the Transurban Group.

## 28.8 Material for exercise of Intellectual Property Rights

- (a) Upon Final Expiry Date or, where this Agreement is terminated earlier than the Final Expiry Date, as soon as reasonably practicable following the Expiry Date, Project Co must:
- (i) to the extent not already granted or procured under clause 52.2, grant or procure the grant to the State or its nominee of such Intellectual Property Rights as will enable the State or its nominee to deliver the Project to the standards specified in this Agreement;
  - (ii) to the extent not already granted or procured under clause 52.2, grant to or procure for the State or its nominee a licence on the same terms as the licence in respect of Project Co Material and Project Intellectual Property Rights that is required under clause 52.2, to all Intellectual Property Rights in all computer software, computer hardware, data, equipment, materials and documentation forming part of, or necessary or desirable in order for the State or its nominee to use, operate and



maintain, the Critical Systems fully, effectively and efficiently for the purposes set out in clause 52.2; and

- (iii) to the extent not already granted or procured under clause 52.2 or clause 52.6, grant to or procure for the State or its nominee an assignment or sublicense of all licences relating to any computer software (other than Third Party Back Office Software) in which any Third Party Intellectual Property Rights subsist, which forms part of, relates to or is necessary or desirable to permit the State or its nominee to use and operate any aspect of the West Gate Tunnel (other than the Critical Systems) fully, effectively and efficiently, with each such assigned or sublicensed licence being on terms that grant to the State or its nominee the same rights in that computer software as are required to be granted to or procured for the State or its nominee in respect of Project Co Material and Project Intellectual Property Rights under clause 52.2,

solely in relation to where the rights in those Intellectual Property Rights or Third Party Intellectual Property Rights are required to be, or have been, provided by the D&C Subcontractor to Project Co under the D&C Subcontract (**D&C Subcontractor IPR**).

- (b) Other than in respect of the D&C Subcontractor IPR, upon the Final Expiry Date or, where this Agreement is terminated earlier than the Final Expiry Date, as soon as reasonably practicable following the Expiry Date, Project Co must, to the extent not already provided under this Agreement (but without limiting the Separation Plans), provide to the State or its nominee all reasonable documentation, information, assistance and materials as the State may reasonably require for the State's:

- (i) use or enjoyment of the Works, Project Co Material or Relevant Infrastructure; or
- (ii) use and enjoyment of the Project Intellectual Property Rights,

to the extent such use or enjoyment is consistent with a licence granted to the State or its nominee under clause 52.2 in respect of the relevant Project Co Material or Project Intellectual Property Rights (in the same manner to which Project Co used or enjoyed or was required to use or enjoy that Project Co Material or Project Intellectual Property Rights), including for Project Co Material that consists of computer software:

- (iii) a copy of that computer software (in object code and, subject to any exceptions in the Subcontractor IP Exceptions Schedule, Schedule 33 or agreed pursuant to clause 52.6, source code format) and object code of computer software, together with all data (other than financial records stored within the Finance System) and, documentation forming part of the Project Co Material that relates to that computer software, as installed on any computer hardware forming part of the Relevant Infrastructure or otherwise located within the FCC or the Alternate Traffic Control Room (where the Alternative Control Room has been leased to Project Co in accordance with clause 6.10(h)) provided that:

- A. except as set out in clause 28.8(b)(iii)B, where that computer software is Third Party Software that is provided to Project Co on an 'as-a-service' or similar basis, Project Co's obligation to provide a copy of that computer software will be satisfied by procuring for the State or its nominee access to that computer software; and

- B. where that computer software forms part of the Tolling Back Office System or Asset Management System, Project Co's obligation to provide a copy of that computer software will be satisfied by providing a replica of the Tolling Back Office System or Asset Management System (as applicable) in accordance with the applicable Separation Plan and the Handover Condition; and
- (iv) all information and assistance necessary for the State or its nominee to use, operate and maintain (in the same manner to which Project Co used, operated, and maintained or was required to use, operate or maintain) the computer software Project Co Material for the purposes for which they are licensed under clause 52.2.

## 28.9 Transition Services

- (a) **(Transition Services):** If Handover has not occurred by the Expiry Date, Project Co must perform the Transition Services on and from the day after the Expiry Date until Handover has occurred.
- (b) **(Standard of Transition Services):** The Transition Services must be carried out to a standard that is the higher of:
  - (i) the standard of performance required by this Agreement; and
  - (ii) the standard of performance achieved by Project Co immediately prior to the Expiry Date,

in respect of the relevant O&M Activities comprising the Transition Services, provided that Project Co is relieved from complying with:

- (iii) the requirements set out in paragraph (g) of the definition of "Best O&M Practices";
- (iv) any requirements relating to design life;
- (v) a new Standard or a material change in a Standard introduced or made after the Expiry Date; and
- (vi) the KPI Regime,

and the parties agree that Project Co will not be entitled to retain toll revenue collected while carrying out the Transition Services and will act as agent of the State in collecting any toll revenue.

- (c) **(Agreement of Commercial Terms):** As soon as reasonably practicable following the earliest of:
  - (i) the Separation Notice (where applicable);
  - (ii) the State Notice of Intention to Terminate (where applicable); and
  - (iii) the date of the Handover Reviewer's first Outstanding Matters Report,

Project Co and the State must meet to agree:

- (iv) the Transition Services Fee (if any) to be calculated in accordance with clause 28.16; and

- (v) the terms upon which the Transition Services will be performed consistent with the requirements of clause 28.9(b) and having regard to:
  - A. the time and circumstances of the termination;
  - B. the Anticipated Transition Services Period; and
  - C. standard terms and conditions at the time of termination on which a competent and reasonable operator of a toll road carrying out services similar to the Transition Services would be engaged, including:
    - 1) applicable key performance indicators; and
    - 2) risk allocation.

## 28.10 Licence to perform Handover Services and Transition Services

- (a) **(Grant of access to Post Expiry Licensed Area):** The State must grant or procure the grant to Project Co and its Associates of a non-exclusive licence to those parts of the Maintenance Areas and the Leased Areas (or the areas which formed the Maintenance Areas and the Leased Areas on the Expiry Date) which are required by Project Co to carry out:
  - (i) any Handover Services not completed by the Expiry Date; and
  - (ii) to the extent Project Co is required to carry out the Transition Services in accordance with clause 28.9(a), the Transition Services,  
  
(the **Post Expiry Licensed Area**), with effect on and from the day after the Expiry Date until Handover occurs.
- (b) **(No interference):** When accessing or utilising the Post Expiry Licensed Area, the State must not, and must ensure that its Associates and any other person permitted by it to access or utilise the Post Expiry Licensed Area do not, unnecessarily interfere with the carrying out of Project Co's obligations in relation to the Handover Services or the Transition Services (as applicable).

## 28.11 Deferral of handover

- (a) **(Deferral of Shared Infrastructure):** At any time after the parties have agreed or it is determined that Single Asset Handover (WGT) will occur under clause 28.1(a), the State may notify Project Co that it proposes that any part of the Relevant Infrastructure which is utilised for the operation and maintenance of CityLink (the **Shared Infrastructure**) be removed from the requirements of this clause 28 and be handed over to the State by the CityLink Parties at the expiry of the CityLink Concession Period.
- (b) **(Negotiate in good faith):** Upon receipt of a notice under clause 28.11(a), the parties will negotiate in good faith to agree whether, and how such deferral of handover of the Shared Infrastructure, could be achieved, including the allocation of costs and savings incurred and any amendments to the State Project Documents and the CityLink Project Documents required to give effect to the arrangement.

## 28.12 Assistance in securing continuity

Without limiting Project Co's other obligations in respect of Handover in accordance with this clause 28, Project Co must:

- (a) in the final 3 months before the Final Expiry Date (or such other period required by the State where the Expiry Date occurs on or after the Date of Tolling Completion but earlier than the Final Expiry Date), train suitably qualified personnel nominated by the State in respect of the operation, maintenance and repair of the Relevant Infrastructure to a level of competency to operate, maintain and repair the Relevant Infrastructure to the standards required of Project Co in accordance with this Agreement from the relevant Expiry Date; and
- (b) before the Expiry Date, do all things reasonably required by the State to ensure the smooth and orderly transfer of responsibility for delivering the Project to the State or its nominee in accordance with this clause 28, including:
  - (i) **(meetings)**: meeting with the State and such other persons notified by the State to discuss the Project;
  - (ii) **(access)**: providing access to its operations for managers and supervisors of the State or its nominee for the purpose of familiarisation; and
  - (iii) **(information)**: providing sufficient information to the State or its nominee to determine the status and condition of the Project and any works program in place at the time.

### 28.13 Power of attorney

Project Co irrevocably:

- (a) **(attorney appointment)**: appoints the State, and the State's nominees from time to time, jointly and severally, as its attorney with full power and authority:
  - (i) with effect from the end of the O&M Phase, to execute any agreement or novation contemplated by clause 28.7;
  - (ii) to exercise the State's rights in accordance with clause 37; and
  - (iii) to undertake Project Co's obligations in accordance with clause 42.8; and
- (b) **(ratification)**: ratifies and confirms whatever action is taken by the attorney appointed by Project Co under clause 28.13(a).

### 28.14 No double up

The parties acknowledge that the CityLink Parties may discharge Project Co's obligations to:

- (a) transfer, deliver or provide any benefit; and
- (b) provide any services, access, information or training,

under this clause 28, and the State agrees that discharge of such obligations by the CityLink Parties will constitute full and final discharge of those obligations by Project Co and the State will have no Claim against Project Co in relation to a failure by Project Co to perform those obligations.

### 28.15 Standard of performance

For the purposes of this clause 28, in relation to the O&M Activities, references to "the standards specified in accordance with this Agreement" or "the standards required of Project Co in accordance with this Agreement" means the higher of:

- (a) the standards of performance required by this Agreement; and
- (b) the standards of performance achieved by Project Co immediately prior to the Expiry Date.

## 28.16 Separation Fee and Transition Services Fee

- (a) **(Obligation to pay Separation Fee):** Subject to clause 28.16(b):
  - (i) in the case of Single Asset Handover (WGT), Project Co will be entitled to payment of the Separation Fee upon the occurrence of Handover; and
  - (ii) Project Co will be entitled to payment of the Transition Services Fee (if any) monthly during the Transition Services Fee Entitlement Period.
- (b) **(Termination for default or natural expiry):** The parties acknowledge and agree that:
  - (i) the Separation Fee and Transition Services Fee will not be payable by the State where this Agreement has been terminated prior to the Final Expiry Date due to a Default Termination Event in accordance with clause 42.4;
  - (ii) the Transition Services Fee will not be payable by the State where this Agreement expires on the Final Expiry Date; and
  - (iii) where this Agreement:
    - A. has been terminated prior to the Final Expiry Date due to a Default Termination Event in accordance with clause 42.4; or
    - B. expires on the Final Expiry Date,

the parties are not required to comply with clauses 28.16(c) to 28.16(j).
- (c) **(Calculation of Separation Fee):** The parties agree that the Separation Fee will comprise the following:
  - (i) the actual internal and external costs reasonably and properly incurred by Project Co in carrying out the Separation Plan Services; and
  - (ii) the actual net incremental internal and external costs reasonably and properly incurred by Project Co in carrying out any part of the Handover Services which would not have been required to be carried out by it had a Consolidated Handover been performed.
- (d) **(Calculation of the Transition Services Fee):** The parties agree that:
  - (i) the Transition Services Fee will comprise the following:
    - A. the actual internal and external costs reasonably and properly incurred by Project Co in carrying out the Transition Services during the Transition Services Fee Entitlement Period, including the cost of effecting and maintaining insurances which a prudent service provider would maintain when providing services of a similar nature to the Transition Services; and

- B. a margin of 10% applied to the amount described in clause 28.16(b)(i);
- (ii) Project Co will be entitled to payment of the Transition Services Fee for the period calculated using the following formula:
- $$Y = X - Z$$
- where:
- A. Y is the period for which Project Co is entitled to payment of the Transition Services Fee;
- B. X is 6 months; and
- C. Z is the period between the date of the State Notice of Intention to Terminate and the Expiry Date,  
(Transition Services Fee Entitlement Period); and
- (iii) where the value of Y, as calculated in accordance with clause 28.16(d)(ii), is zero or a negative number, the Transition Services Fee will not be payable by the State.
- (e) **(Applicable rates):** As soon as reasonably practicable following the earliest of the Separation Notice (where applicable), the State Notice of Intention to Terminate (where applicable) and the date of the Handover Reviewer's first Outstanding Matters Report:
- (i) Project Co and the State will meet to agree:
- A. the rates applicable to the calculation of the Separation Fee and, where applicable, the Transition Services, which must be reasonable having regard to (at the time of the calculation):
- 1) in respect of internal costs of Separation Plan Services and Transition Services, the costs of a competent and reasonable operator of a toll road carrying out services similar to those Separation Plan Services and Transition Services (as applicable); and
  - 2) in respect of external costs of Separation Plan Services and Transition Services, the costs of a competent and reasonable third party provider of services similar to those Separation Plan Services or Transition Services (and who would be qualified to undertake those Separation Plan Services or Transition Services) engaged on arm's length terms, unless it is only feasible for the relevant Separation Plan Services or Transition Services to be undertaken by Project Co's existing service provider, then at their existing rates; and
- B. the internal and external costs to be incurred by Project Co in carrying out any part of the Handover Services which would not have been required to be carried out by it had a Consolidated Handover been performed; and

- (ii) if the parties cannot agree on the applicable rates within 3 months of their first meeting under this clause 28.16(d), either party may refer the matter for resolution in accordance with clauses 43 to 44.
- (f) **(Update to applicable rates):** If, at any time following an agreement or determination under clause 28.16(d), either party (acting reasonably) considers that:
  - (i) the rates so agreed or determined are no longer reasonable; or
  - (ii) subsequent to the initial agreement or determination the Handover Reviewer forms the opinion that Handover will not occur by the Expiry Date and therefore Project Co will be required to provide Transition Services,it may give notice of this to the other party and the process in clause 28.16(d) will reapply.
- (g) **(Payment claim (Separation Fee)):** If Project Co wishes to be paid the Separation Fee, Project Co must:
  - (i) within 40 Business Days after the occurrence of Handover, provide to the State a notice setting out its calculation of the Separation Fee, together with a valid tax invoice from Project Co in respect of such amount; and
  - (ii) upon request by the State (acting reasonably), provide further information or documentation necessary to substantiate the Separation Fee, on an open book basis.
- (h) **(State payment (Separation Fee)):** Within 30 Business Days after receiving a notice from Project Co under clause 28.16(g), the State must:
  - (i) pay to Project Co the Separation Fee set out in Project Co's notice under clause 28.16(g); or
  - (ii) if it disagrees with the amount of the Separation Fee set out in the notice, pay the undisputed amount to Project Co and either party may refer the matter for resolution in accordance with clauses 43 to 44.
- (i) **(Payment claim (Transition Services Fee)):** If Project Co wishes to be paid the Transition Services Fee, Project Co must:
  - (i) by the 20th day of a calendar month in which Transition Services are carried out, submit to the State:
    - A. a breakdown of the Transition Services carried out since the previous claim submitted by Project Co under this clause 28.16(i)(i) (or in the case of the first claim, since the Expiry Date);
    - B. the calculation of the Transition Services Fee payable in respect of such Transition Services; and
    - C. a valid tax invoice from Project Co in respect of such amount; and
  - (ii) upon request by the State (acting reasonably), any further information or documentation necessary to substantiate the Transition Services Fee, on an open book basis.



- (j) **(State payment (Transition Services Fee)):** Within 10 Business Days after receiving a notice from Project Co under clause 28.16(i)(i), the State must:
  - (i) pay to Project Co the Transition Services Fee set out in Project Co's notice under clause 28.16(i)(i); or
  - (ii) if it disagrees with the amount of the Transition Services Fee set out in the notice, pay the undisputed amount to Project Co (and either party may refer the matter for resolution in accordance with clauses 43 to 44).
  
- (k) **(No time bar):** The parties acknowledge and agree that a failure by Project Co to submit the information (including the valid tax invoice) required by clause 28.16(g) or clause 28.16(i) within the required time period will not:
  - (i) constitute a breach of this Agreement by Project Co; or
  - (ii) disentitle Project Co to subsequently claim payment for the relevant amount, provided it submits the required information (including the valid tax invoice).

## PART D - PAYMENT, TOLLING AND KPI

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### 29. Payment

#### 29.1 Not used

#### 29.2 Interest

(a) **(Interest):** If a party:

(i) fails to pay any amount payable by that party to the other party within the time required in accordance with this Agreement or the Lease ([including any amounts payable by the State in respect of the Settlement Liabilities and any amounts payable by Project Co under the Settlement Direct Provisions](#)); or

(ii) disputes any amount payable by that party to the other party ([including any Settlement Liability](#)) and the disputed amount or part thereof is found to be ultimately owing by that party to the other party,

then the party owing the amount must pay interest on that amount:

(iii) from the date on which payment was due and payable until the date on which payment is made; and

(iv) calculated on daily balances at the Overdue Rate.

(b) **(Sole entitlement to interest):** The amount specified in this clause 29.2 will be a party's sole entitlement to interest including damages for loss of use of, or the cost of borrowing, money.

#### 29.3 Approach to Relevant Circumstances

(a) **(Discuss):** If a Relevant Circumstance arises:

(i) the parties must promptly meet to discuss the manner in which a payment made by Project Co will or is likely to be treated for income tax purposes from the perspective of the relevant taxpayer. For the avoidance of doubt, if Project Co is a subsidiary member of a tax consolidated group, the relevant taxpayer will be the head company of that tax consolidated group;

(ii) Project Co must notify the State if it considers that there is a material risk of the amounts not being deductible, including having regard to previous private rulings from the Commissioner of Taxation in relation to similar circumstances, issues or questions of law;

(iii) the State may notify Project Co no later than 20 Business Days prior to the first Relevant Circumstances Payment Date in respect of that Relevant Circumstance whether it requires a private ruling to be sought from the Commissioner of Taxation to confirm whether the Relevant Circumstances Amount is deductible for income tax purposes and if the State fails to notify Project Co by that date, the State will be deemed to have notified Project Co that a private ruling is to be sought from the Commissioner of Taxation to confirm whether the Relevant Circumstances Amount is deductible for income tax purposes;

- (iv) Project Co must comply with a notice from the State under clause 29.3(a)(iii); and
  - (v) the State will provide reasonable assistance to Project Co to enable a private ruling to be sought from the Commissioner of Taxation to confirm whether the Relevant Circumstances Amount is deductible for income tax purposes, and Project Co will have regard to any reasonable comments or requests of the State in relation to the form or content of the private ruling request.
- (b) **(ATO fails to rule or State does not require private ruling):** If, on a Relevant Circumstances Payment Date:
- (i) the State notifies or is deemed to have notified Project Co under clause 29.3(a)(iii) that it requires a private ruling to be sought from the Commissioner of Taxation to confirm whether the Relevant Circumstances Amount is deductible for income tax purposes but the Commissioner of Taxation has not ruled on the application; or
  - (ii) the State has not required a private ruling to be sought in relation to the Relevant Circumstances Amount and Project Co considers that there is a material risk of the amounts not being deductible, including having regard to previous private rulings from the Commissioner of Taxation in relation to similar circumstances, issues or questions of law,
- then,
- (iii) Project Co must pay the portion of the Relevant Circumstances Amount equal to a factor of one minus the then current applicable tax rate on the Relevant Circumstances Payment Date;
  - (iv) where clause 29.3(b)(i) applies, Project Co's obligation to pay the remainder of the Relevant Circumstances Amount on the Relevant Circumstances Payment Date will be deferred until the later of the date that is 20 Business Days after the earlier of the date on which the Commissioner of Taxation:
    - A. issues a private ruling confirming that the Relevant Circumstances Amount is deductible for income tax purposes; or
    - B. notifies the applicant of the private ruling that the Commissioner of Taxation declines to hear or rule on the application for the private ruling; and
  - (v) where clause 29.3(b)(ii) applies, Project Co will not be required to pay the remainder of the Relevant Circumstances Amount unless Project Co, or the head company of the tax consolidated group of which Project Co is a subsidiary member, lodges a tax return with the Australian Taxation Office that claimed an amount of the Relevant Circumstances Amount as deductible for income tax purposes in which case Project Co must pay the remainder of the Relevant Circumstances Amount within 20 Business Days of the date that the relevant tax return is lodged with the Australian Taxation Office.
- (c) **(Interest on deferred amount):** Project Co must pay to the State interest on the remainder of any Relevant Circumstances Amount that is payable in accordance with clause 29.3(b)(iv) or clause 29.3(b)(v) (as applicable):

- (i) from the date on which the portion of the Relevant Circumstances Amount was paid under clause 29.3(b)(iii) until the date on which the remainder of the Relevant Circumstances Amount is paid in accordance with clause 29.3(b)(iv) or clause 29.3(b)(v) (as applicable); and
  - (ii) calculated on daily balances at the Bank Bill Rate.
- (d) **(Acknowledgment):** The State acknowledges and agrees that payments deferred pursuant to clause 29.3(b)(iv) may not be set-off against any amounts payable by the State and will not be payable on termination of this Agreement other than to the extent such amounts have become payable in accordance with clause 29.3(b)(iv).
- (e) **(Private ruling outcome):** If the State notifies or is deemed to have notified Project Co that a private ruling from the Commissioner of Taxation is required in accordance with clause 29.3(a)(iii), and following the application for a private ruling, the Commissioner of Taxation:
  - (i) rules that the Relevant Circumstances Amount is not deductible for income tax purposes, then the Relevant Circumstances Amount payable to the State will be adjusted by a factor of one minus the then current applicable tax rate;
  - (ii) rules that the Relevant Circumstances Amount is deductible for income tax purposes, then the Relevant Circumstances Amount payable to the State will not be adjusted and clause 29.3(b)(iv) will apply; or
  - (iii) declines to hear or rule on the application for the private ruling, then the Relevant Circumstances Amount will not be adjusted and clause 29.3(f)(ii) will apply.
- (f) **(Relevant Circumstances Tax Liability):** If:
  - (i) the State notifies Project Co that no private ruling from the Commissioner of Taxation is required in accordance with clause 29.3(a)(iii); or
  - (ii) the Commissioner of Taxation declines to hear or rule on the application for private ruling as contemplated by clause 29.3(e)(iii),

and Project Co, or the head company of the tax consolidated group of which Project Co is a subsidiary member, subsequently incurs a tax liability as a result of:

- (iii) lodging a tax return with the Australian Taxation Office that claimed an amount of the Relevant Circumstances Amount as deductible for income tax purposes; and
- (iv) the Commissioner of Taxation determining that an amount of the Relevant Circumstances Amount claimed as a deduction is not tax deductible for income tax purposes in that period,

the State must (to the extent that it has received the Relevant Circumstances Amount in full from Project Co) pay to Project Co an amount equal to the net amount, including taxes, fines, penalties and/or interest, payable to the Commissioner of Taxation by Project Co (or the head company of the tax consolidated group of which Project Co is a subsidiary member) as a consequence of the Relevant Circumstances Amount not being deductible for income tax purposes (**Relevant Circumstances Tax Liability**) within 20 Business Days of receiving a notice under clause 29.3(g).

- (g) **(Notification of Relevant Circumstances Tax Liability):** Project Co must notify the State as soon as reasonably practicable:
- (i) that it, or the head company of which it is a subsidiary member, has incurred a tax liability as contemplated by clause 29.3(f);
  - (ii) the breakdown of the calculations to determine the Relevant Circumstances Tax Liability; and
  - (iii) any other information reasonably requested by the State to allow it to verify the Relevant Circumstances Tax Liability.

## 29.4 Survival

Clauses 29.2 and 29.3 will survive termination or expiry of this Agreement.

## 29.5 Payments on early termination of CityLink Concession Deed

On the occurrence of:

- (a) a State election to acquire the CityLink Project under paragraph 12.8(e) of the CityLink Concession Deed because of crystallisation of a risk under sub-paragraph 12.8(b)(ii) relating to a Law of Victoria; or
- (b) termination of the CityLink Concession Deed by the CityLink Parties pursuant to clause 15.5 of the CityLink Concession Deed or a State election to acquire the CityLink Project under paragraph 12.8(e) of the CityLink Concession Deed because of crystallisation of a risk under sub-paragraph 12.8(b)(ii) of the CityLink Concession Deed relating to a Law (but not a Law of Victoria),

the State must pay to Project Co the aggregate of the:

- (c) unpaid Concession Extension Purchase Amounts under the Concession Enhancement Payment Deed that would have been payable after the termination of the CityLink Concession Deed had the CityLink Concession Deed not been terminated; and
- (d) unpaid Concession Enhancement Purchase Amounts under the Concession Enhancement Payment Deed that would have been payable after the termination of the CityLink Concession Deed had the CityLink Concession Deed not been terminated;

at the times that the amounts were otherwise due to be paid to Project Co under the Concession Enhancement Payment Deed, plus:

- (e) the unpaid portion of the Trustee Works Price (as defined in the D&C Subcontract) that would have been payable after the termination of the CityLink Concession Deed had the CityLink Concession Deed not been terminated, at the times that the amounts were otherwise due to be paid to the D&C Subcontractor under the D&C Subcontract; and
- (f) any amounts outstanding under the CLUT Works Loan (as defined in the CLUT Works Loan Agreement) at that time that would have been payable after the termination of the CityLink Concession Deed had the CityLink Concession Deed not been terminated, at the times that the outstanding amounts were otherwise due to be paid to Project Co under the CLUT Works Loan Agreement (had the CityLink Concession Deed not been terminated).

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## 30. Tolling

### 30.1 Tolls

- (a) **(Tolls):** Subject to clause 30.1(b), on and from the Date of Tolling Completion Project Co may levy and collect tolls, administrative fees and charges for the use of the Freeway (or part of it) for the passage of vehicles in accordance with the Toll Calculation Schedule.
- (b) **(Toll Calculation Schedule):** Project Co must not (and must ensure that any party with whom it contracts, including OpCo, does not) levy or impose any charge, toll or fee for or in connection with the use of the Freeway other than in accordance with the Toll Calculation Schedule or, to the extent applicable to use of the Freeway, as permitted under the CityLink Concession Deed.
- (c) **(Expiry of CityLink):** The parties acknowledge and agree that if the CityLink Concession Deed expires or terminates prior to the Expiry Date, Project Co may, on and from the expiry or termination of the CityLink Concession Deed, levy or impose fees and charges for the use or in connection with the Freeway that would have been permitted to be charged by the Company under the CityLink Concession Deed had the CityLink Concession Deed continued.

### 30.2 Entitlement to toll revenue

As between the State and Project Co, Project Co will be entitled to all tolls, administrative fees and charges levied in accordance with clause 30.1(a).

### 30.3 Interoperability

Project Co must ensure that, during the Term, it complies with the document entitled "Memorandum of Understanding – Electronic Toll Collection" dated 30 October 2009 (as amended or updated from time to time).

### 30.4 Changes to Tolling Back Office System

- (a) **(State approval):** Project Co must obtain the prior approval of the State to any material change in the Tolling Back Office System.
- (b) **(Conditions for approval):** For the purposes of clause 30.4(a), the State may only withhold its approval to a material change in the Tolling Back Office System where the material change would or would be reasonably likely to result in any of the following:
  - (i) a non-compliance with any requirements under this Agreement which is not immaterial;
  - (ii) a breach of any Laws;
  - (iii) a material adverse change to the ability of Project Co to operate the Tolling Back Office System to the higher of the performance standard set out in the State Project Documents and the performance standard to which Project Co was operating the Tolling Back Office System immediately prior to the implementation of the change;
  - (iv) a material adverse impact on Users, including their ability to access or manage their accounts; or
  - (v) a material adverse change to the net operating cashflow of the State or an incoming operator on the basis that the State or incoming operator is

operating the road as a toll road in the same or a substantially similar manner as it was operated by Project Co immediately prior to Handover under this Agreement.

- (c) **(No limitation)**: Approval under this clause 30.4 does not limit any obligation of Project Co under any other provision of this Agreement.
- (d) **(Request information)**: Project Co must provide the State with information reasonably requested by the State in relation to any request for approval to a material change to the Tolling Back Office System under this clause 30.4.
- (e) **(No delay)**: The State must not unreasonably withhold or delay its approval under clause 30.4(a) having regard to the bureau nature of the Tolling Back Office System.
- (f) **(Dispute)**: The parties may refer a matter arising under this clause 30.4 for resolution in accordance with clauses 43 and 44.

### 30.5 Tolling System

From the Date of Tolling Completion, Project Co must ensure that the Tolling System complies with the requirements set out in the PSR at all times.

### 30.6 Civil Debt Recovery

Project Co must ensure that its civil debt recovery arrangements in respect of tolls and fees imposed in connection with the Freeway comply with the minimum requirements for civil debt recovery as approved by the Minister and published in the Government Gazette for the purpose of the Project Legislation from time to time.

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## 31. Regulations

### 31.1 Definitions

In this clause 31, the following terms have the following meanings:

**Addressee** means the person named on a Request For Payment or Further Request For Payment.

**Debt Recovery Cycle Requirement** means that if Project Co or an authorised person of Project Co provides notification to the Enforcement Agency within 180 days of the use of a vehicle in the toll zone which appears to be liable to pay the toll and fee, the Enforcement Agency must not refuse to:

- (a) serve an infringement notice under section 46(1)(b)(i) of the Project Legislation; or
- (b) commence proceedings against a person in accordance with section 46(1)(b)(ii) of the Project Legislation,

solely on the basis of the timing of the notification by Project Co.

**Enforcement Agency** has the meaning given to it under the Project Legislation.

**Exempt Vehicle** is:

- (a) a police vehicle;
- (b) an ambulance;



- (c) a fire service unit;
- (d) a State Emergency Service vehicle;
- (e) a vehicle of the Australian Defence Force, conveying any of its members or property while on march or duty; or
- (f) a vehicle being utilised in the performance of emergency services under authority of a statute or the State.

**Further Request For Payment** means a further Request for Payment sent to an Addressee following the sending of a Request For Payment to that Addressee in relation to any or all of the Trips (in accordance with the meaning of Trip in the Toll Calculation Schedule) the subject of that Request For Payment.

**Request For Payment** means a request for payment within the meaning of Part 3 of the Project Legislation.

**Toll Administration Fee** means a toll administration fee within the meaning of Part 3 of the Project Legislation which must be equal to the fees and charges as determined in accordance with clause 9.1 of the Toll Calculation Schedule.

**Vehicle** has the same meaning as motor vehicle has in the Road Safety Act.

## 31.2 Tolling system

- (a) Subject to clause 31.2(b), the State must use reasonable endeavours to cause to be prescribed by regulation under section 79(1) of the Project Legislation:
  - (i) the systems, equipment or things (including the equipment or things to be placed in or on a vehicle) that are to be tolling devices for recording the use of a vehicle or a trailer in a toll zone;
  - (ii) the manner in which tolling devices are to be installed, set up, tested, operated used, maintained or repaired; and
  - (iii) the manner in which information from tolling devices is to be processed, stored, transferred, produced, re-configured, used to produce reports, images or other forms of information, destroyed or otherwise handled,so that evidence of a vehicle being driven or a trailer being towed in a toll zone, as indicated or determined by a tolling device that was used in the prescribed manner or an image or message used by a prescribed process is, under section 60 of the Project Legislation, admissible in evidence (each a **Requirement for Tolling**).
- (b) Subject to clause 31.2(c), the State is not required to use reasonable endeavours to cause to be prescribed a Requirement for Tolling by regulation under clause 31.2(a) unless:
  - (i) the State and Project Co have agreed at any time prior to the Date of Tolling Completion that the relevant Requirement for Tolling should be prescribed; or
  - (ii) the prescribing of the relevant Requirement for Tolling:
    - A. has been requested by Project Co in a notice to the State which identifies the relevant Requirement for Tolling in sufficient detail to enable it to be prescribed;

- B. is capable of being prescribed by regulation under section 79(1) of the Project Legislation; and
  - C. is reasonably necessary to attract the operation of section 60 of the Project Legislation.
- (c) To the extent that the State and Project Co are unable to agree in accordance with clause 31.2(b) prior to the Date of Tolling Completion that the relevant Requirement for Tolling is to be prescribed, the State must use reasonable endeavours to cause to be prescribed by regulation under section 79(1) of the Project Legislation the Requirement for Tolling that are used by Project Co or proposed to be used by Project Co (provided that the relevant Requirement for Tolling meets the requirements of this Agreement and is substantively equivalent to what is in place with respect to CityLink).
- (d) The State must use reasonable endeavours to cause to be prescribed regulations under section 79(1) of the Project Legislation:
- (i) prescribing requirements with respect to placing of notices on or in the vicinity of the Freeway and the information to be provided on those notices in a manner consistent with this Agreement (including the PSR);
  - (ii) exempting vehicles and classes of vehicles that may be exempted from the requirement to be registered under Part 3 of the Project Legislation in a manner consistent with the *Melbourne City Link Regulations 2009* (Vic);
  - (iii) conferring power on Project Co to register vehicles and to exempt vehicles from the requirement to be registered under Part 3 of the Project Legislation in a manner consistent with the *Melbourne City Link Regulations 2009* (Vic);
  - (iv) prescribing the form of a certificate for the purposes of section 63 of the Project Legislation in a manner consistent with the *Melbourne City Link Regulations 2009* (Vic); and
  - (v) prescribing methods of recording the payment of tolls in a manner consistent with the *Melbourne City Link Regulations 2009* (Vic).

### 31.3 Prescribed administrative amount

- (a) The State shall use reasonable endeavours to cause to be prescribed by regulation under section 79(1) of the Project Legislation:
- (i) the prescribed administrative amount of administrative costs for the purpose of section 45(1) of the Project Legislation; and
  - (ii) with the agreement of Project Co, criteria for determining financial hardship and special circumstances for the purposes of section 45(2) of the Project Legislation.
- (b) For the purposes of clause 31.3(a), the prescribed administrative amount:
- (i) shall be determined from time to time by the State in accordance with the methodology used generally in determining fees and charges for the purposes of regulatory impact statements under the *Subordinate Legislation Act 1994* (Vic);
  - (ii) shall fairly reflect the administrative costs likely to be incurred by Project Co in undertaking the steps which need to be undertaken to produce

evidence to a court of the commission of an offence under section 37(1) of the Project Legislation, and for that purpose may specify of two amounts, being:

- A. an amount payable with respect to one offence found proven at a hearing; and
  - B. a lower amount payable with respect to any other offence found proven at the same hearing;
- (iii) shall be reconsidered by the State at intervals of no greater than 3 years since the later of the Date of Tolling Completion and the last reconsideration of them under this clause 31.3(b)(iii) with each party bearing costs incurred or payable by it in connection with such a reconsideration;
- (iv) shall be reconsidered by the State within a reasonable time of being requested by Project Co to do so, provided that costs incurred or payable by the State in connection with such a reconsideration are paid by Project Co promptly after demand for them; and
- (v) may be reconsidered from time to time by the State, at the cost of the State, provided that costs incurred or payable by Project Co in connection with such a reconsideration are paid by the State promptly after demand for them.
- (c) In any reconsideration of the appropriateness of any amount so prescribed, the State shall re-determine that amount in accordance with the methodology outlined in clause 31.3(b)(i), with the objective outlined in clause 31.3(b)(ii).
- (d) Project Co shall provide such information to the State as may be reasonably necessary in order to enable or facilitate such a reconsideration, promptly after being requested to do so.

#### **31.4 Process for requesting payment**

- (a) The parties acknowledge the Project Co may, under section 46(1)(a) of the Project Legislation, in respect of the use of a Vehicle in a toll zone (within the meaning of the Project Legislation), send a Request For Payment to the Addressee, in the circumstances described in section 37(1) of the Project Legislation.
- (b) Project Co will not in respect of a particular Vehicle send a Request For Payment to the relevant Addressee under section 46(1)(a) of the Project Legislation where:
- (i) at the time of the relevant use the Vehicle is, or ought reasonably to have been, registered by Project Co under section 38 of the Project Legislation (including by way of registration subsequent to the use in accordance with section 40 of the Project Legislation);
  - (ii) the Vehicle is covered by a tollway billing arrangement (within the meaning of the Project Legislation);
  - (iii) the Vehicle is exempt from the requirement to be registered under section 37(8) of the Project Legislation; or
  - (iv) the Vehicle is an Exempt Vehicle.
- (c) Where Project Co (or a person authorised by Project Co) has the belief described in section 46(1) of the Project Legislation in respect of a Vehicle, Project Co agrees,

that it will not, and will procure that any such authorised person will not, request the Enforcement Agency to serve an infringement notice under section 46(1)(b)(i) of the Project Legislation or commence proceedings against a person in accordance with 46(1)(b)(ii) of the Project Legislation in respect of the use of the Vehicle in a toll zone (within the meaning of the Project Legislation) unless Project Co (or a person authorised by Project Co) has either sent a Request For Payment to that person in accordance with section 46(1)(a) of the Project Legislation, and that Request For Payment has been sent to the Addressee and either:

- (i) that Request For Payment has not been paid in full for 4 days from the due date for payment as shown on that Request For Payment in the case where the Addressee:
    - A. has previously sought registration of a Vehicle under section 38 of the Project Legislation;
    - B. has previously been issued with a Request For Payment;
    - C. has previously been served with an infringement notice under section 46(1)(b)(i); or
    - D. has previously had proceedings commenced against them under section 46(1)(b)(ii); or
  - (ii) in any other case:
    - A. a Further Request For Payment has been sent to that Addressee subsequent to the expiry of the due date for payment for that Request For Payment; and
    - B. that Further Request For Payment has not been paid in full for 4 days from the due date as shown on that Further Request For Payment.
- (d) A Request For Payment sent by Project Co (or a person authorised by Project Co) to an Addressee must:
- (i) be in writing and must separately identify each use for which a toll is payable and separately identify the Toll Administration Fee payable;
  - (ii) be in a form approved by the State, which approval:
    - A. must not to be unreasonably withheld or delayed; and
    - B. will be granted where the form is consistent with the form approved by the State under the clause 9.2A(d)(ii) of the CityLink Concession Deed.
  - (iii) be sent promptly, having regard to the systems of operation referred to in clause 35, after the expiry of the 3 day period commencing on the day of the last use of the Freeway to which that Request for Payment relates, but not before the expiry of that period;
  - (iv) relate to relevant uses of the Vehicle for which a Request For Payment may be sent in accordance with clause 31.4(c) within three consecutive days from the commencement of the day of the earliest use identified on the Request For Payment;
  - (v) be sent no later than the 35 days (or such other timeframe as agreed between the State and the Company pursuant to clause 9.2A(d)(v) of the

CityLink Concession Deed, or otherwise such other timeframe as is agreed between the parties) after the date of the earliest use identified on that Request For Payment; and

- (vi) not state a due date for payment of less than 16 days from the date of the Request For Payment.
- (e) Project Co must ensure that only one Request for Payment, or one Request for Payment as defined in the CityLink Concession Deed, is sent to a person in any period of three consecutive days from the commencement of the day of the earliest use of either the Freeway or CityLink, such Request for Payment covering use on both the Freeway and CityLink for the relevant three day period.
- (f) A Further Request For Payment sent by Project Co (or a person authorised by Project Co) to an Addressee must:
  - (i) specify the applicable Request For Payment, and may include the applicable Toll Administration Fee;
  - (ii) be in a form approved by the State, such approval not to be unreasonably withheld or delayed;
  - (iii) without limiting Project Co's undertakings set out in clause 35, be sent not later than 71 days (or such other timeframe as agreed between the State and the Company pursuant to clause 9.2A(e)(iii) of the CityLink Concession Deed, or otherwise such other timeframe as is agreed between the parties) after the date of the earliest use identified on the applicable Request For Payment; and
  - (iv) not state a due date for payment of less than 16 days from the date of the Further Request For Payment.
- (g) Where a Request For Payment or a Further Request For Payment is paid in full by the due date for payment as specified in the Request For Payment or Further Request For Payment as applicable, then Project Co will not request that the Enforcement Agency:
  - (i) serve an infringement notice under section 46(1)(b)(i) of the Project Legislation; or
  - (ii) commence proceedings against a person in accordance with section 46(1)(b)(ii) of the Project Legislation,in respect of the use of a Vehicle the subject of the Request for Payment or the Further Request for Payment as applicable.
- (h) Any Request For Payment or Further Request For Payment sent in accordance with clause 31.4(c) that is the final request for payment to be sent to that Addressee must clearly state on its face that it is the final request for payment that will be sent.
- (i) Where a Request For Payment or Further Request For Payment is sent to an Addressee and that Addressee gives, in accordance with section 31(1) of the Project Legislation, an illegal user statement, known user statement or sold vehicle statement to an authorised person which the authorised person accepts as an effective statement in relation to a use of the Vehicle to which the Request For Payment or Further Request for Payment relates, then:
  - (i) where the effective statement is in relation to all of the uses of the Vehicle the subject of the Request For Payment or Further Request for Payment, Project Co will cause the Request For Payment or Further

Request For Payment, as applicable, to be cancelled, and cancel any Toll Administration Fees levied or imposed by reason of the issue of that Request For Payment or Further Request For Payment; or

- (ii) otherwise, Project Co agrees, that it will not, and will procure that any such authorised person will not, request the Enforcement Agency to serve an infringement notice under section 46(1)(b)(i) of the Project Legislation or commence proceedings against a person in accordance with section 46(1)(b)(ii) of the Project Legislation in respect of the use of the Vehicle that was not the subject of the effective statement, unless it cancels the Request For Payment or Further Request For Payment, and any Toll Administration Fees levied or imposed by reason of the issue of that Request For Payment or Further Request For Payment, and issues a new Request For Payment (in respect of which a Toll Administration Fee may be levied or imposed) under this clause 31.4 to the Addressee in respect of that use, and any other such use, that was not the subject of the effective statement.
- (j) Project Co may, at any time, cause a Request For Payment or Further Request For Payment, as applicable, to be cancelled, and where it does so it must also cancel any Toll Administration Fees levied or imposed by reason of the issue of that Request For Payment or Further Request For Payment.
- (k) If, while Project Co is complying with its undertaking set out in clause 35:
  - (i) matters beyond Project Co's reasonable control prevent Project Co from complying with timeframes in either clause 31.4(d)(v), 31.4(f)(iii) or 31.4(q)(i), where those matters or their consequences could not have been prevented by the exercise of a standard of care and diligence consistent with that of a prudent person undertaking Project Co's obligations; or
  - (ii) a complaint or enquiry by a member of the public that results in an investigation by Project Co in connection with use of a Vehicle for which a Request For Payment or Further Request For Payment may be sent, prevents Project Co from complying with timeframes in either clause 31.4(d)(v) or 31.4(f)(iii), where that complaint or enquiry or its consequences could not have been prevented by the exercise of a standard of care and diligence consistent with that of a prudent person undertaking Project Co's obligations,

then provided that Project Co takes all reasonable steps to minimise any delays caused by such matters for investigations, the time periods set out in those clauses will be extended, but only to the extent that Project Co is so prevented from complying.

- (l) For the purposes of clause 31.4(k)(i), all acts and omissions of Project Co's contractors, agents or employees (and their respective contractors, agents or employees) are deemed to be matters within Project Co's control.
- (m) If, at the request of a member of the public, Project Co and the member of the public enter into an arrangement in relation to an extension of the due date for payment for the amount payable under a Request For Payment then the time periods set out in clause 31.4(f)(iii) will be extended by an amount of time equivalent to the extension the subject of that arrangement.
- (n) The State must procure that the Enforcement Agency meets the Debt Recovery Cycle Requirement.

- (o) Project Co will provide a notice to the State if it considers that the Enforcement Agency is failing to meet the Debt Recovery Cycle Requirements.
- (p) On receipt of a notice under clause 31.4(o) the State must procure that the Enforcement Agency meets the Debt Recovery Cycle Requirement.
- (q) Where Project Co requests disclosure of registration information in relation to a Vehicle under section 64(2) of the Project Legislation or from NEVDIS:
  - (i) such request must be made not more than 24 days after the Trip (in accordance with the meaning of Trip in the Toll Calculation Schedule) to which that request relates; and
  - (ii) Project Co may only make one such request in relation to a Vehicle in any one day.
- (r) If, as a result of a change in State policy, VicRoads or a relevant person within the meaning of section 90I of the Road Safety Act:
  - (i) ceases disclosure to Project Co of registration information under section 64(2) of the Project Legislation; or
  - (ii) discloses to Project Co registration or ownership information under section 64(2) of the Project Legislation or from NEVDIS in a manner or to an extent materially different to the manner or extent of disclosure provided to enforcement agencies responsible for enforcement of offences based on traffic surveillance devices, and that difference adversely affects Project Co's ability to issue Requests for Payment,then clause 31.4(c) will not apply to Project Co for so long and to the extent that the circumstances in clauses 31.4(r)(i) or 31.4(r)(ii) (as applicable) apply.

## 31.5 Declarations

The State must procure that the Governor in Council, by order published in the Victorian Government Gazette, declares that any local law is inoperative to the extent it falls within the ambit of section 258(4) of the Relevant Legislation.

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## 32. KPI assessment and liability

### 32.1 KPI Assessment System

Project Co must:

- (a) establish, develop and administer appropriate and effective processes to capture, measure, record, report and assess Project Co's performance against the KPI Benchmarks (**KPI Assessment System**); and
- (b) ensure that the KPI Assessment System is established, developed and administered in accordance with Best O&M Practices.

### 32.2 Achievement of KPI Benchmark

- (a) (**Achievement of KPI Benchmarks**): Project Co must use its best endeavours to achieve the KPI Benchmarks from the Date of West Gate Tunnel Completion.
- (b) (**No limitation on other standards or requirements**): For the avoidance of doubt, the parties acknowledge and agree that:



- (i) some KPIs and KPI Benchmarks reflect standards or requirements set out in the PSR, or elsewhere in this Agreement; and
- (ii) subject to clause 32.8, Project Co's obligation to achieve these standards or requirements is not limited or affected by the KPI Regime.

### 32.3 Requirements of KPI Assessment System

- (a) **(KPI Assessment System):** The KPI Assessment System must:
  - (i) monitor the O&M Activities which are subject to the KPI Regime;
  - (ii) be capable of recording all incidents, events or circumstances in which the O&M Activities which are subject to the KPI Regime do and do not achieve the relevant KPI Benchmark with sufficient particularity to permit unique identification of:
    - A. the incident, event or circumstance;
    - B. the date, time and location of the incident, event or circumstance; and
    - C. the action taken to remedy the incident, event or circumstance (where relevant);
  - (iii) detail Project Co's achievement or otherwise of a KPI Benchmark in each Assessment Period, including the actual performance standard achieved for each KPI, the amount of KPI Points incurred and any other information that the State reasonably requires in relation to the applicable KPI; and
  - (iv) collect and store all source information, documentation, reports and data relevant to Project Co's performance in relation to the KPI Benchmarks (including the information contemplated by Schedule 3).
- (b) **(Copy of KPI Data):** To the extent permitted by Law, a copy of all KPI Data must be kept and maintained by Project Co for 3 years after it is created, produced or prepared.
- (c) **(Accuracy and fitness for purpose):** Project Co must ensure that:
  - (i) the KPI Data will at all times be accurate, complete and correct; and
  - (ii) the KPI Assessment System will be at all times fit for its intended purpose.
- (d) **(Co-operation with the State):** Subject to clause 13.3 and the State providing reasonable prior notice to Project Co, Project Co must fully and promptly co-operate with the State to, and must procure that its Associates fully and promptly co-operate with Project Co in order to enable Project Co to, provide the State with access to, and copies of, the KPI Assessment System and the KPI Data.

### 32.4 Audit

- (a) **(Provision of audit report):** Project Co must provide to the State within 45 Business Days of the end of each Financial Year after the Date of West Gate Tunnel Completion an audit report, prepared by an independent and reputable auditor, who has audited the accuracy, completeness and correctness of the

Quarterly KPI Reports and Annual KPI Report, and the fitness for intended purpose of the KPI Assessment System for that Financial Year.

- (b) **(State may require audit):** At any time up to 12 months following the end of the Term, the State may give notice to Project Co requiring an audit of the Quarterly KPI Reports, the Annual KPI Reports or the KPI Assessment System (**KPI Audit Notice**) for the purpose of reviewing the Quarterly KPI Reports, the Annual KPI Reports and the KPI Assessment System and verifying their accuracy, correctness and completeness and fitness for intended purpose (as applicable).
- (c) **(KPI Audit):** If the State gives a KPI Audit Notice under clause 32.4(b):
- (i) the State will appoint, and notify Project Co of, a person to carry out and complete the audit (**KPI Auditor**), at the State's cost and expense, on terms and conditions of appointment determined by the State;
  - (ii) Project Co must, within a reasonable period, make the KPI Data available to the KPI Auditor, and make the Quarterly KPI Reports, Annual KPI Reports and the KPI Assessment System available for audit by the KPI Auditor and provide all necessary assistance to the KPI Auditor consistent with the requirements of this clause 32, and Project Co must procure that its Associates, fully and promptly co-operate with the KPI Auditor; and
  - (iii) Project Co must provide such access to its senior management and other relevant personnel and procure such access to Project Co's auditor appointed under clause 32.4(a) as the KPI Auditor may reasonably require for the purpose of conducting its functions set out in clause 32.4(b).
- (d) **(Quarterly KPI Report or Annual KPI Report not accurate):** If the report of the KPI Auditor or the report prepared by the auditor under clause 32.4(a) (each a **KPI Auditor's Report**) concludes or reports that a Quarterly KPI Report or Annual KPI Report is not accurate, complete or correct, or that the KPI Assessment System is not fit for its intended purpose, then Project Co must:
- (i) rectify the inaccuracy, incorrectness, incompleteness or lack of fitness for intended purpose (as applicable) in the affected data, report or system and reissue the data or report to the State or advise the State of any change to the system;
  - (ii) reassess any KPI Event affected by the inaccurate, incorrect or incomplete data or report or lack of fitness for intended purpose in the affected system, and notify the State of and pay for any necessary adjustment to the KPI Points or the KPI Liability (as applicable); and
  - (iii) to the extent the reassessment of a KPI Event under clause 32.4(d)(ii) results in a requirement for Project Co to make a payment to the State, pay the costs and expenses of the KPI Auditor or reimburse the State for any costs and expenses of the KPI Auditor incurred by the State (in either case, to the extent those costs and expenses relate to an audit by the KPI Auditor of the Quarterly KPI Reports, the Annual KPI Reports or the KPI Assessment System in accordance with this clause 32.4) within 20 Business Days of a request being made by the State which is accompanied by a valid tax invoice.
- (e) **(Deemed O&M Non-Conformance):** If the KPI Auditor's Report concludes or reports that an Annual KPI Report or a Quarterly KPI Report is materially inaccurate, incomplete or incorrect, or that the KPI Assessment System is not fit for its intended purpose in a material respect:

- (i) this will be deemed:
  - A. an O&M Non-Conformance notified by Project Co under clause 25.6(d), where the inaccuracy, incorrectness, incompleteness or lack of fitness for intended purpose (as applicable) was first reported by the auditor under clause 32.4(a); or
  - B. an O&M Non-Conformance notified by the State under clause 25.6(b) where the inaccuracy, incorrectness, incompleteness or lack of fitness for intended purpose (as applicable) was first reported by the KPI Auditor, provided the relevant matter has not previously been notified by Project Co to the State; and
- (ii) Project Co must reimburse the State for all actual costs incurred by the State in relation to any procurement of a KPI Auditor's Report, within 20 Business Days of a request being made by the State which is accompanied by a valid tax invoice.

### 32.5 Acknowledgment

Subject to clause 32.8, the terms of Schedule 3, including obligations in respect of monitoring and reporting, do not limit or otherwise affect Project Co's obligations under this Agreement.

### 32.6 Payment of KPI Liability

A KPI Liability will be calculated in accordance with section 2 of Part B of Schedule 3 and paid by Project Co in accordance with section 5 of Part B of Schedule 3 into a community fund established and administered by the State, details of which will be notified to Project Co prior to the Date of West Gate Tunnel Completion.

### 32.7 Review of KPI Regime

- (a) **(Review of KPI Regime and KPI Benchmarks):** Upon the occurrence of each consecutive 5 year period following the Date of West Gate Tunnel Completion, Project Co must, in consultation with the State, review:
  - (i) the KPI Regime; and
  - (ii) whether the KPI Benchmarks imposed by the KPI Regime are consistent with Best O&M Practices, the nature of the O&M Activities that are subject to the KPI Regime, and how those O&M Activities are being performed.
- (b) **(Changes to KPI Regime):** The parties must negotiate in good faith to determine and agree in writing the necessary changes to the KPI Regime (if any) arising from the review under clause 32.7(a), provided that such changes:
  - (i) are consistent with Best O&M Practices;
  - (ii) other than with the consent of the State, do not result in the KPI Regime and KPI Benchmarks specifying a standard that is less than the standard that Project Co is otherwise required to comply with in accordance with this Agreement; and
  - (iii) have been considered in the context of the whole KPI Regime.
- (c) **(Effect of change):** The parties acknowledge and agree that any changes to the KPI Regime as contemplated under this clause 32.7 will take effect on the date the

parties agree to the relevant changes in writing (or such other date agreed by the parties).

**32.8 Payment under KPI Regime is the sole remedy**

- (a) **(KPI Liability only monetary compensation):** Subject to clauses 32.8(b) and 32.9, the KPI Liability (if any) paid in accordance with section 5 of Part B of Schedule 3 will be the only monetary compensation payable by Project Co to the State in relation to the events or circumstances giving rise to a KPI Event.
  
- (b) **(Exceptions):** Clause 32.8(a) does not limit or exclude:
  - (i) Project Co's Liability to the State, or any other rights and remedies of the State:
    - A. under clause 28;
    - B. under clause 25.6 to the extent clause 32.4(e) applies;
    - C. under clause 37.4 on exercise of the State's step-in rights in connection with a breach of the KPI Regime;
    - D. to indemnify the State or any of its Associates under clause 39.9 to the extent that the State has not already been fully compensated for any such Claim or Liability by the amount of any KPI Liability under clause 32.8(a) (excluding for any loss of availability or any unavailability of the Relevant Infrastructure or internal costs of the State or any of its Associates relating to the events or circumstances giving rise to the KPI Event); or
    - E. in respect of Liability suffered or incurred by the State as a result of a fraudulent, reckless, unlawful or malicious act or omission or wilful misconduct of Project Co;
  - (ii) the State's rights under clause 39.3 in respect of Project Co's obligation to repair and rebuild the Relevant Infrastructure or the State's right to approve whether Project Co should repair or compensate a third party for damage to the third party's property under clause 39.7;
  - (iii) the State's or any of its Associate's entitlement to a Claim under this Agreement or at Law in respect of:
    - A. any third party damage; or
    - B. any personal injury or death,for which Project Co or any of its Associates are liable;
  - (iv) the State's or any of its Associate's entitlement to recover any costs or expenses incurred by them as a consequence of the State exercising its rights under clauses 37, 41 or 42;
  - (v) any Termination Payment; or
  - (vi) any other right or remedy of the State under this Agreement or any other State Project Document or at Law in relation to any non-monetary compensation.

### 32.9 Payment of KPI Liability for a breach of the KPI Regime

The State and Project Co acknowledge and agree that:

- (a) it is difficult, and in some instances impossible, to calculate with precision the diminution in value the State or Users may suffer in connection with a KPI Event;
- (b) notwithstanding clause 32.9(a), the application of the KPI Regime associated with a KPI Event reflects a genuine pre-estimate of the diminution in value of the applicable O&M Activities to the State or Users in connection with such KPI Event and associated costs;
- (c) both the State and Project Co require a formula for calculation of that diminished value to the State and the Users that is able to be readily applied without unnecessary administrative costs, delay or difficulty;
- (d) it is in the economic interests of both parties that a formula of the nature referred to in clause 32.9(c) be adopted and the KPI Regime meets the requirements of such a formula;
- (e) the State and Project Co have entered into this Agreement on the basis of and in reliance on the acknowledgements given by the other party in this clause 32.9;
- (f) to the extent permissible:
  - (i) they exclude and waive any right to the benefit of the application of any legal rule or norm, including under statute, equity and common law, relating to the enforceability of the KPI Regime; and
  - (ii) they will not raise or allege in any dispute or proceedings (including a Claim by the State under or relating to the KPI Regime), any argument or defence relating to the enforceability of the KPI Regime; and
- (g) to the extent the KPI Regime (or any part thereof) is held to be void or unenforceable for any reason, the State will be entitled to Claim at Law as a result of the KPI Event, provided that Project Co's Liability at Law will not be any greater than the Liability it would have had if the KPI Regime (or any part thereof) had not been void or unenforceable.

### 32.10 Relief from KPI Liability

- (a) If a Key Risk Event, State Act of Prevention, FMS Failure, Utility Interruption or a Force Majeure Event occurs and results in a circumstance or event giving rise to a KPI Event, then notwithstanding this clause 32, Project Co will be relieved of the KPI Liability and KPI Points will not accrue in relation to the KPI Event, to the extent the KPI Event is caused or contributed to by the Key Risk Event, State Act of Prevention, FMS Failure, Utility Interruption or Force Majeure Event.
- (b) If the State grants Project Co a waiver in respect of any of its rights relating to:
  - (i) a KPI Event; or
  - (ii) a circumstance or event giving rise to a KPI Event,then notwithstanding this clause 32, Project Co will be relieved of the KPI Liability, and KPI Points will not accrue, in relation to that KPI Event or circumstance or event giving rise to that KPI Event.

### 32.11 Relief from KPI Event

(a) **(Modification Proposal):** If Project Co considers (acting reasonably) that the cause of a KPI Event:

- (i) cannot be rectified; or
- (ii) cannot be rectified on commercially reasonable terms,

Project Co may propose a Modification Proposal in accordance with clause 34.6, provided that the Modification Proposal contains details of a commercial proposal to mitigate or overcome the cause of that KPI Event.

(b) **(State response):** Subject to clause 32.11(c), clause 34.6(b) will apply to the Modification Proposal submitted by Project Co under this clause 32.11.

(c) **(State considerations):** In considering the Modification Proposal submitted by Project Co under this clause 32.11, the State must:

- (i) act reasonably; and
- (ii) have regard to the standards and practices in use on other privately operated roads in Victoria.

## PART E - COMMERCIAL OPPORTUNITIES

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### 33. Commercial opportunities

- (a) **(Project Co's revenue):** Without limiting clause 48(a), Project Co may only derive revenue or other returns from:
  - (i) tolls, administrative fees and charges levied or imposed in accordance with this Agreement;
  - (ii) interest or other returns on moneys held by or on behalf of Project Co under this Agreement; and
  - (iii) other activities approved by the State where such approval may be subject to any conditions the State thinks fit, including a State determined share of net revenues.
  
- (b) **(Obligations in relation to Associates):** Project Co must ensure that, after the date of this Agreement, none of its Associates (excluding consultants, advisers and the Equity Investors) derive revenue or other returns in connection with the West Gate Tunnel other than revenue or returns derived:
  - (i) directly or indirectly from payments made by Project Co;
  - (ii) under commercial arrangements approved by the State; or
  - (iii) in accordance with the Project Documents.



## PART F - CHANGE IN CIRCUMSTANCES

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### 34. Modifications

#### 34.1 Modification Orders

- (a) **(Directing a Modification):** At any time, whether or not it has issued a Modification Request, the State may direct Project Co to undertake a Modification by issuing a Modification Order.
- (b) **(Mandatory Modification Orders):** Notwithstanding this clause 34.1, and without limiting the State's rights under clauses 34.4(b)(iii) and 34.4(b)(iv), the State must issue a Modification Order for:
- (i) a CMR Modification; and
  - (ii) any Modification in respect of:
    - A. a Contamination Modification Event;
    - B. a Key Approval Event; and
    - C. a Proximate State Works Notice,that occurs prior to the Date of Tolling Completion, and in respect of a Contamination Modification Event of a kind described in paragraph (c) of the definition of Contamination Modification Event that occurs on or after the Date of Tolling Completion, provided Project Co has otherwise complied with the obligations in this Agreement relevant to the Modification.
- (c) **(Contents of Modification Order):** A Modification Order issued by the State must include the terms on which the Modification is required to be undertaken and completed including:
- (i) the amount payable to or by Project Co for the Modification, calculated in accordance with the Change Compensation Principles;
  - (ii) the time for completion of the Modification (including whether the Modification is required to be completed prior to an M80 Interface Design Activity Milestone, West Gate Tunnel Completion or Tolling Completion);
  - (iii) any extension to any M80 Interface Design Activity Milestone Date, Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out (as applicable) required as a consequence of the Modification where the Modification will cause activities on the relevant critical path contained in the then current D&C Program to be delayed;
  - (iv) any amendments required to the Relevant Infrastructure, Project Activities, State Project Documents or Project Co Material, any variations to any existing Approval or any new Approval to take into account the Modification; and
  - (v) any amendments to any relevant warranty given by Project Co under this Agreement,
- which will be determined having regard to the procedures in this clause 34 or otherwise by the State acting reasonably.
- (d) **(Project Co to implement):** If the State issues a Modification Order then:

- (i) Project Co must undertake the Modification on the terms set out in the Modification Order;
- (ii) where the amount under clause 34.1(c)(i), is payable:
  - A. by the State to Project Co, Project Co will be entitled to payment of the amount for undertaking the Modification set out in the Modification Order; and
  - B. by Project Co to the State, the State will be entitled to payment of the amount for undertaking the Modification set out in the Modification Order;
- (iii) the relevant M80 Interface Design Activity Milestone Date, Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out (as applicable) will be extended by the period set out in the Modification Order;
- (iv) the State Project Documents will be deemed to be amended in accordance with the relevant amendments set out in the Modification Order; and
- (v) Project Co must carry out its obligations under the State Project Documents as amended in accordance with clause 34.1(d)(iii),

unless and until determined otherwise as a result of Project Co exercising its rights under clause 34.1(e).

- (e) **(Dispute)**: If Project Co disputes all or any part of the Modification Order, Project Co must continue to undertake the Modification described in the Modification Order (including the works or services the subject matter of any dispute) but may refer the matter for resolution under clauses 43 to 44.
- (f) **(No implementation without order)**: Subject to clauses 34.7, 34.8, 34.9 and 34.10, Project Co must not begin any work or incur any cost, and will not have any entitlement to make any Claim in respect of a Modification unless a Modification Order has been issued by the State in accordance with this clause 34.

## 34.2 Modification Request by the State

The State may, at any time, request Project Co to submit a Modification Quote for a proposed Modification which includes details of:

- (a) **(Modification)**: the proposed Modification;
- (b) **(preferred financing)**: the State's preferred financing for the proposed Modification in accordance with the Change Compensation Principles (where the Modification will result in an increase in the cost of the Relevant Infrastructure or the performance of the Project Activities);
- (c) **(preferred approach to Savings)**: the State's preferred approach to how any Savings (calculated in accordance with the Change Compensation Principles) are to be passed on to the State (where the Modification will result in a decrease in the cost of the Relevant Infrastructure or the performance of the Project Activities) including in the case of an Omitted Works Modification under clause 34.5; and
- (d) **(other information)**: any specific information that the State requires Project Co to include in the Modification Quote or that may be relevant to the preparation of the Modification Quote,

**(Modification Request).**

### 34.3 Modification Quote

- (a) **(Prior to preparing Modification Quote):** If:
- (i) Project Co is required to prepare a Modification Quote in accordance with clauses 34.3(b), 34.7, 34.8, 34.9, 34.10 and 34.12; and
  - (ii) prior to preparing a Modification Quote, Project Co:
    - A. notifies the State that it needs to engage a third party other than any Consortium Member or Related Body Corporate of a Consortium Member (other than a Related Body Corporate of a Consortium Member engaged on an arm's length basis and on commercial terms) to provide design, engineering or quantity surveying or other services reasonably required to be outsourced to assist in the preparation of a Modification Quote; and
    - B. provides details of the third party costs that will be incurred in preparing the Modification Quote calculated in accordance with the Change Compensation Principles,
- the State will either:
- (iii) agree to pay Project Co the cost to prepare the Modification Quote calculated in accordance with the Change Compensation Principles, in which case Project Co must proceed to prepare the Modification Quote; or
  - (iv) withdraw the Modification Request.
- (b) **(Submission of Modification Quote):** If the State issues a Modification Request, Project Co must submit a Modification Quote to the State:
- (i) subject to clause 34.3(b)(ii), within 20 Business Days of agreeing to pay the costs referred to in clause 34.3(a)(iii);
  - (ii) where the Modification Request relates to a PSA Event, within:
    - A. the period specified by the State in the Modification Request (acting reasonably, taking into account the size and complexity of the proposed Modification and the information to be included in the Modification Quote); and
    - B. in any event, no longer than 5 Business Days of receiving a Modification Request; or
  - (iii) at such later time as agreed by the State (acting reasonably, taking into account the size and complexity of the proposed Modification and the information to be included in the Modification Quote).
- (c) **(Contents of Modification Quote):** The Modification Quote must be prepared in accordance with the Change Compensation Principles and must:
- (i) include details of the amount Project Co claims is payable by or to Project Co for undertaking the Modification calculated in accordance with the Change Compensation Principles (**Modification Estimate**);

- (ii) include details of the basis (if applicable) on which Project Co would be prepared to fund or to procure the funding of the whole or part of the Modification calculated and the cost difference if Project Co, rather than the State, were to fund the Modification (with such basis to be consistent with the Change Compensation Principles);
- (iii) include details of any extension requested to an M80 Interface Design Activity Milestone Date, the Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out required as a consequence of the Modification where the Modification will cause activities on the relevant critical path contained in the then current D&C Program to be delayed, or if during the O&M Phase, the timeframe (if any) within which a Modification will be completed;
- (iv) include details of any amendments to the Relevant Infrastructure, the Project Activities, State Project Documents, Project Co Material, any variations to any existing Approval or any new Approval required for the Modification;
- (v) include details of any amendments to any relevant warranty given by Project Co under this Agreement;
- (vi) be prepared so as to avoid or minimise:
  - A. any delay in achieving an M80 Interface Design Activity Milestone by an M80 Interface Design Activity Milestone Date,
  - B. any delay in achieving West Gate Tunnel Completion by the Date for West Gate Tunnel Completion;
  - C. any delay in achieving Tolling Completion by the Date for Tolling Completion;
  - D. any delay in achieving Close-Out by the Date for Close-Out;
  - E. any adverse safety impacts of the Modification on people, the Project Activities and the Relevant Infrastructure; and
  - F. during the O&M Phase, the disruption to Users of the West Gate Tunnel;
- (vii) include the effect (if any) of the Modification upon traffic flow on the Freeway during the Term; and
- (viii) include any other relevant information requested by the State,

**(Modification Quote).**

- (d) **(Further details):** The State must provide Project Co with further details reasonably requested by Project Co to assist Project Co in preparing its Modification Quote.

### 34.4 State Response to Modification Quote

- (a) **(Information and changes):** Once it has provided the State with the Modification Quote, Project Co must:
  - (i) provide the State with any additional information the State notifies that it reasonably requires to assess the Modification Quote; and

- (ii) make any changes to the Modification Quote which the State requests and with which it agrees.
- (b) **(State response to Modification Quote):** Within 20 Business Days after receiving a Modification Quote or such longer period as the State reasonably requires given:
  - (i) the size and complexity of the proposed Modification; and
  - (ii) the need for any additional information not included in the Modification Quote and the time when it is subsequently provided,the State must:
  - (iii) issue a Modification Order, in accordance with clause 34.1(c) but subject to clause 34.4(d), to Project Co directing Project Co to carry out the Modification on the terms set out in the Modification Quote or as reasonably determined by the State, and Project Co must implement the Modification in accordance with the Modification Order and clause 34.1 will apply;
  - (iv) notify Project Co that it does not agree with the Modification Quote, including supporting documentation and reasons; or
  - (v) notify Project Co that it does not wish to proceed with the proposed Modification.
- (c) **(Further information):** If the State issues a notice in accordance with clauses 34.4(a) or 34.4(b)(iv), Project Co must provide the State with an updated Modification Quote, addressing the issues raised by the State, within 10 Business Days of the receipt of the State's notice and, subject to clauses 34.7(f), 34.8(b) and 34.9(c), clause 34.4 will apply again to that Modification Quote.
- (d) **(Concurrent delay):** Project Co is not entitled to claim:
  - (i) an extension to an M80 Interface Design Activity Milestone Date, the Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out;
  - (ii) Prolongation Costs in accordance with section 3.3 of Part A of the Change Compensation Principles;
  - (iii) Financing Delay Costs in accordance with section 3.5 of part A of the Change Compensation Principles; or
  - (iv) compensation in accordance with section 3.6(b)(i) of Part A of the Change Compensation Principles,

in respect of a delay to an M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out caused by a CMR Modification, Contamination Modification Event, Key Approval Event, Alternative Approval Event or the carrying out of Proximate State Works to the extent that any period of that delay is contemporaneous with a delay to an M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out (respectively) caused by an event which is not an Extension Event, CMR Modification, Contamination Modification Event, Key Approval Event, Alternative Approval Event or the carrying out of Proximate State Works.

### 34.5 Omission by State

The State may:

- (a) **(Omitted Works)**: propose a Modification that decreases, omits, deletes or removes work from the scope of the D&C Activities (**Omitted Works**); and
- (b) **(Omitted Works Contractor)**: without limiting the State's right not to issue a Modification Order or a Proximate State Works Notice, undertake the Omitted Works itself or engage another person to undertake the Omitted Work on its behalf (**Omitted Works Contractor**) in which case Project Co must comply with the obligations in clauses 10.7 and 10.8 (to the extent applicable) in relation to Interface Parties.

### 34.6 Modifications proposed by Project Co

- (a) **(Project Co may propose a Modification)**: Subject to clause 25.6A(a), Project Co may, for its own convenience, request the State to direct a Modification by submitting a notice to the State which must:
  - (i) include the information set out in clause 34.1(c);
  - (ii) include the reason(s) for the proposed Modification;
  - (iii) identify the changes (if any) required to the Relevant Infrastructure, the Project Activities, the State Project Documents, the Project Co Material, any variations to any existing Approvals, or any additional Approvals to accommodate the proposed Modification;
  - (iv) contain a statement confirming the extent (if any) to which the proposed Modification will affect:
    - A. any Interface Parties; and
    - B. the Standards, warranties and other obligations with which Project Co is required to comply under this Agreement; and
  - (v) contain any other information and supporting documentation the State requests,

**(Modification Proposal).**
- (b) **(State may approve or reject)**: Subject to clauses 25.6A(c) and 40.3(d), upon receipt of a Modification Proposal:
  - (i) clause 34.4 will apply as if the Modification Proposal was a Modification Quote; and
  - (ii) the State will be under no obligation to issue a Modification Order for the convenience of, or to assist, Project Co except as set out in clause 34.1(b).
- (c) **(Implementation)**: If the State issues a Modification Order as a result of a Modification Proposal, Project Co must undertake the Modification on the basis of the Modification Order and clause 34.1 will apply.

### 34.7 Modifications required as a result of Change in Mandatory Requirements

- (a) **(Change in Mandatory Requirements)**: Where:

- (i) a Project Specific Change in Mandatory Requirements; or
- (ii) subject to clause 34.7(c), a Change in Policy,

occurs prior to the Date of Tolling Completion that will or is likely to:

- (iii) have an effect on the cost of carrying out the Project Activities;
- (iv) delay an M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out; or
- (v) have an adverse impact on Projected Revenue,

**(CMR Modification)**, Project Co must, as a condition precedent to Project Co's entitlement to a Modification:

- (vi) provide a notice to the State within 10 Business Days of becoming aware of the CMR Modification; and
- (vii) provide a Modification Quote to the State in accordance with clause 34.3(c) within 60 Business Days of becoming aware of the CMR Modification (or such longer period as Project Co reasonably requires having regard to the size and nature of the required Modification).

(b) **(Change in Policy)**: If the CMR Modification is a consequence of a Change in Policy occurring after the date of this Agreement, the State must, within 15 Business Days of Project Co's Modification Quote under clause 34.7(a)(vii), direct Project Co whether or not it is required to comply with such Change in Policy. Project Co acknowledges and agrees that neither it nor the State will be entitled to give a direction not to comply with an AS5100 (2017) Requirement.

(c) **(Project Co to proceed)**: If Project Co is:

- (i) directed to comply with the Change in Policy under clause 34.7(b); or
- (ii) otherwise, legally obliged to comply with the Change in Policy,

it must proceed with the Modification in accordance with this clause 34.7 and such a Change in Policy will be a CMR Modification.

(d) **(State may request)**: If the State considers that a CMR Modification has occurred and Project Co has not provided a Modification Quote in accordance with clause 34.7(a)(vii), the State may direct Project Co to submit a Modification Quote in respect of that CMR Modification.

(e) **(Project Co to comply)**: Project Co must comply with the relevant Change in Mandatory Requirements (as changed) unless:

- (i) Project Co is not otherwise legally obliged to comply with the Change in Mandatory Requirements; or
- (ii) subject to clause 34.7(c), in the case of a Change in Policy, the State directs Project Co not to comply with the relevant Change in Policy (as changed).

(f) **(CMR Modification)**: Subject to clause 34.7(c), clause 34.4 will apply to any Modification Quote submitted by Project Co under this clause 34.7, provided that the State's response must be in the form of clause 34.4(b)(iii) or clause 34.4(b)(iv).



- (g) **(Implementation):** Upon the State issuing a Modification Order under clause 34.4(b)(iii) as a result of a Modification Quote provided under this clause 34.7, Project Co must undertake the Modification on the basis of the Modification Order and clause 34.1(d) will apply.

### 34.8 Modifications required as a result of Contamination Modification Event

- (a) **(Contamination Modification Event):** Where a Contamination Modification Event of a kind described in:
  - (i) paragraph (a) or (b) of the definition of Contamination Modification Event occurs prior to the Date of Tolling Completion; or
  - (ii) in respect of a Contamination Modification Event of a kind described in paragraph (c) of the definition of Contamination Modification Event that occurs at any time,

Project Co must, as a condition precedent to Project Co's entitlement to a Modification:

- (iii) provide a notice to the State within 10 Business Days of becoming aware of the Contamination Modification Event which contains:
  - A. a copy of the Contamination Notice (if applicable) or details of the event which otherwise constitutes the Contamination Modification Event; and
  - B. the details required in clause 7.2(c); and
- (iv) provide a Modification Quote in relation to the Contamination Modification Event to the State in accordance with clause 34.3(c) within 20 Business Days of the date on which Project Co became aware of the Contamination Modification Event (or such longer period as Project Co reasonably requires having regard to the size and nature of the required Modification).
- (b) **(Contamination Modification Event Modification):** Clause 34.4 will apply to each Modification Quote provided under clause 34.8(a)(iv), provided that the State's response must be in the form of clause 34.4(b)(iii) or clause 34.4(b)(iv).
- (c) **(Implementation):** Without limiting Project Co's obligations under clause 7.2(d), upon the State issuing a Modification Order under clause 34.4(b)(iii) as a result of a Modification Quote provided under clause 34.8(a)(iv), Project Co must undertake the Modification on the basis of the Modification Order and clause 34.1(d) will apply.

### 34.9 Modifications required as a result of Key Approval Event

- (a) **(Key Approval Event):** Where a Key Approval Event occurs prior to the Date of Tolling Completion, Project Co must, as a condition precedent to Project Co's entitlement to a Modification:
  - (i) provide a notice to the State within 10 Business Days of becoming aware of the Key Approval Event; and
  - (ii) provide a Modification Quote to the State in accordance with clause 34.3(c) within 15 Business Days of becoming aware of the Key Approval Event (or such longer period as Project Co reasonably requires having regard to the size and nature of the required Modification).

- (b) **(State may request):** If the State considers that a Key Approval Event has occurred and Project Co has not provided a Modification Quote in accordance with clause 34.9(a)(ii), the State may direct Project Co to submit a Modification Quote in respect of that Key Approval Event.
- (c) **(Modification Order):** Clause 34.4 will apply to any Modification Quote submitted by Project Co under this clause 34.9, provided that the State's response must be in the form of clause 34.4(b)(iii) or clause 34.4(b)(iv).
- (d) **(Implementation):** Upon the State issuing a Modification Order under clause 34.4(b)(iii) as a result of a Modification Quote provided under this clause 34.9, Project Co must undertake the Modification on the basis of the Modification Order and clause 34.1(d) will apply.

### 34.10 Modifications required as a result of Proximate State Works Notice

- (a) **(Proximate State Works Notice):** Where the State issues a Proximate State Works Notice to Project Co prior to the Date of Tolling Completion, Project Co must, as a condition precedent to Project Co's entitlement to a Modification, provide a Modification Quote to the State in accordance with clause 34.3(c) within 15 Business Days of receipt of the Proximate State Works Notice (or such longer period as Project Co reasonably requires having regard to the size and nature of the required Modification).
- (b) **(Modification Order):** Clause 34.4 will apply to any Modification Quote submitted by Project Co under this clause 34.10.
- (c) **(Implementation):** Upon the State issuing a Modification Order under clause 34.4(b)(iii) as a result of a Modification Quote provided under this clause 34.10, Project Co must undertake the Modification on the basis of the Modification Order and clause 34.1(d) will apply.

### 34.11 Alternative Approval Event

- (a) **(Alternative Approval Event):** The occurrence of an Alternative Approval Event prior to the Date of Tolling Completion will be deemed to be a Modification.
- (b) **(Conditions Precedent):** As a condition precedent to Project Co's entitlement to a Modification Order as a consequence of an Alternative Approval Event, Project Co must:
  - (i) provide a notice to the State within 10 Business Days of becoming aware of the Alternative Approval Event; and
  - (ii) provide a Modification Quote to the State in accordance with clause 34.3(c) within 15 Business Days of becoming aware of the Alternative Approval Event (or such longer period as Project Co reasonably requires having regard to the size and nature of the required Modification).
- (c) **(State may request):** If the State considers that an Alternative Approval Event has occurred and Project Co has not provided a Modification Quote in accordance with clause 34.11(b)(ii), the State may direct Project Co to submit a Modification Quote in respect of that Alternative Approval Event.
- (d) **(Modification Order):** Clause 34.4 will apply to any Modification Quote submitted by Project Co under this clause 34.11, provided that the State's response must be in the form of clause 34.4(b)(iii) or clause 34.4(b)(iv).

- (e) **(Implementation):** Upon the State issuing a Modification Order under clause 34.4(b)(iii) as a result of a Modification Quote provided under this clause 34.11, Project Co must undertake the Modification on the basis of the Modification Order and clause 34.1(d) will apply.

### 34.12 Modification as a result of Latent Condition Event

- (a) **(Latent Condition Event):** Subject to clause 34.12(b), where a Latent Condition Event occurs on or after the Date of Tolling Completion, Project Co must, as a condition precedent to Project Co's entitlement to a Modification:
  - (i) provide a notice to the State as soon as reasonably practicable after becoming aware of the Latent Condition Event; and
  - (ii) provide a Modification Quote to the State in accordance with clause 34.3(c) within 15 Business Days after providing a notice to the State under clause 34.12(a)(i) (or such longer period as Project Co reasonably requires having regard to the size and nature of the required Modification).
- (b) **(Defect rectification under the D&C Subcontract):** To the extent that a Latent Condition Event involves a defect or condition which the D&C Subcontractor is obliged to rectify under the D&C Subcontract, the parties acknowledge and agree that Project Co will not be entitled to claim a Modification under this clause 34.12.
- (c) **(Modification Order):** Clause 34.4 will apply to any Modification Quote submitted by Project Co under this clause 34.12, provided that the State's response must be in the form of clause 34.4(b)(iii) or 34.4(b)(iv) where a failure to rectify the defect or condition would prevent Project Co from being able to comply with Law or a Policy with which it is required to comply under this Agreement.
- (d) **(Implementation):** Upon the State issuing a Modification Order under clause 34.4(b)(iii) as a result of a Modification Quote provided under this clause 34.12, Project Co must undertake the O&M Activities in accordance with the Modification on the basis of the Modification Order, and clause 34.1(d) will apply.
- (e) **(Relief from obligations):** Subject to clause 34.12(f), if the State issues a notice pursuant to clause 34.4(b)(v) in relation to a Latent Condition Event, then to the extent that Project Co is absolutely prevented from complying with any of its obligations under this Agreement as a direct consequence of the defect or condition the subject of the Latent Condition Event, Project Co will be relieved of those obligations.
- (f) **(Absolute prevention):** In determining whether Project Co is absolutely prevented from complying with its obligations under this Agreement in accordance with clause 34.12(e), the parties must not have regard to the cost implications of Project Co complying with its obligations under this Agreement.

### 34.13 Directions giving rise to Modification

- (a) **(State direction):** Without limiting clause 39.11(a)(iii)D, if a direction by the State, other than a Modification Order, constitutes or involves a Modification, Project Co must, as a condition precedent to making a Claim against the State in connection with the direction:
  - (i) if the direction is given prior to the Date of West Gate Tunnel Completion, within 10 Business Days of receiving the direction; or

- (ii) if the direction is given on or after the Date of West Gate Tunnel Completion, within 20 Business Days of receiving the direction,  
  
give notice to the State that it considers the direction constitutes or involves a Modification and:
  - (iii) within 10 Business Days after giving the notice under clause 34.13(a)(i); or
  - (iv) within 20 Business Days after giving the notice under clause 34.13(a)(ii),submit a Modification Quote to the State in respect of the direction.
- (b) **(Confirmation):** Within 5 Business Days of the State receiving a Modification Quote from Project Co under clause 34.13(a)(iii) or clause 34.13(a)(iv) (as applicable) the State may elect to:
  - (i) confirm that the direction is in fact a Modification and either:
    - A. notify Project Co that clauses 34.3(c) and 34.3(d) will apply to the Modification Quote; or
    - B. vary the direction and confirm that the varied direction is a Modification by issuing a Modification Order in which case clause 34.1 will apply;
  - (ii) withdraw the direction, in which case Project Co must not comply with the direction; or
  - (iii) inform Project Co that, in the State's view, the direction is not a Modification in which case Project Co must, subject to clause 5.1(b), comply with the direction but may refer the matter to dispute resolution in accordance with clauses 43 to 44.
- (c) **(Implementation):** If the State issues a Modification Order under clause 34.4(b)(iii) as a result of clause 34.13(b)(i), Project Co must undertake the Modification on the basis of the Modification Order and clause 34.1(d) will apply.
- (d) **(Dispute):** If Project Co disputes the State's view notified under clause 34.13(b), Project Co must continue to carry out the Project Activities (including the works or services the subject matter of any direction) but may refer the matter for resolution under clauses 43 to 44.
- (e) **(No commencement):** Project Co must not commence any work the subject of a direction which it believes constitutes a Modification until the State has acted under clause 34.13(b).
- (f) **(Conditions for Project Co Claim):** Project Co will not be entitled to make any Claim against the State in respect of a direction that gives rise to a Modification unless it has given a notice under clause 34.13(a) and otherwise complies with this clause 34.13.

### 34.14 Streamlined Modifications during O&M Phase

- (a) **(Streamlined Modification Proposal):** Without limiting the State's rights under clause 34.1 or 34.2, during the O&M Phase if the State (acting reasonably) considers that a Modification which the State intends to propose is minor, having regard to its scope, cost and timing implications, then it may issue to Project Co a notice titled "Streamlined Modification Proposal" setting out:

- (i) an outline of the proposed Modification;
- (ii) an explanation of why the proposed Modification is minor, having regard to the factors referred to above; and
- (iii) the streamlined process proposed by the State for agreeing the terms governing, and then implementing, the proposed Modification,

**(Streamlined Modification Proposal).**

- (b) **(Project Co's notice):** Within 7 Business Days after receipt of a Streamlined Modification Proposal, Project Co must (acting reasonably) provide the State with a notice which:
  - (i) accepts the Streamlined Modification Proposal; or
  - (ii) sets out the reasonable amendments to the Streamlined Modification Proposal required by Project Co.
- (c) **(Implementation):** The State and Project Co will agree the terms governing, and then implement, Modifications on the following basis:
  - (i) the terms of the Streamlined Modification Proposal where a Streamlined Modification Proposal is accepted under clause 34.14(b)(i); or
  - (ii) the terms agreed between the State and Project Co, as recorded in an amended Streamlined Modification Proposal where Project Co seeks to amend a Streamlined Modification Proposal under clause 34.14(b)(ii).
- (d) **(Failure to agree):** If the State and Project Co fail to agree in accordance with clause 34.14(c)(ii), the State may:
  - (i) issue a Modification Order under clause 34.1; or
  - (ii) issue a Modification Request under clause 34.2,in order to implement the Modification.

### 34.15 Downstream Modifications

- (a) For the purposes of this clause 34.15, a 'Modification Order (Downstream)' means a modification order issued by Project Co to the D&C Subcontractor under clause 34 of the D&C Subcontract.
- (b) Project Co will not issue a Modification Order (Downstream) other than:
  - (i) where a corresponding Modification Order has been issued by the State under this clause 34; or
  - (ii) where the Modification Order (Downstream) relates to a modification which is valued at less than \$100,000 (Indexed),unless Project Co has given the State prior written notice of its intention to issue that Modification Order (Downstream), with such notice being given:
  - (iii) in the case of a Modification Order (Downstream) under clause 34.13 of the D&C Subcontract, 8 Business Days before it is issued; or

- (iv) in the case of any other Modification Order (Downstream), 30 Business Days before it is issued.
- (c) Following receipt of a notice under clause 34.15(b) the State may provide its reasonable comments on the Modification Order (Downstream) to Project Co and Project Co will consider and take into account those comments prior to issuing the Modification Order (Downstream) provided that:
  - (i) Project Co is not required to change or modify the Modification Order (Downstream) as a result of its consideration of the State's comments; and
  - (ii) if the State has not provided its comments to Project Co within 20 Business Days following receipt of the notice under clause 34.15(b), it will be deemed to have provided comments under this clause 34.15(c).

### 34.16 Pre-Agreed Modifications

- (a) **(Pre-Agreed Modification Election):** The State may (but is not obliged to), at any time on or before the relevant Election Date, direct a Pre-Agreed Modification by issuing to Project Co a notice titled "Pre-Agreed Modification Election Notice".
- (b) **(Deemed amendment):** If a Pre-Agreed Modification Election Notice is issued on or before the relevant Election Date then, from the date of the Pre-Agreed Modification Election Notice, the State Project Documents will be deemed to be amended in accordance with the Pre-Agreed Modification Schedule for the relevant Pre-Agreed Modification.
- (c) **(Project Co to implement any Positive Pre-Agreed Modification):** If the State directs any Positive Pre-Agreed Modification under clause 34.16(a) by issuing a Pre-Agreed Modification Election Notice on or before the relevant Election Date, then Project Co, in respect of that Positive Pre-Agreed Modification must:
  - (i) carry out its obligations under the State Project Documents as amended in accordance with clause 34.16(b); and
  - (ii) implement the Pre-Agreed Modification in accordance with the Pre-Agreed Modification Schedule.
- (d) **(Negative Pre-Agreed Modification):** The State acknowledges that, where the State issues a Pre-Agreed Election Notice on or before the Election Date in relation to a Negative Pre-Agreed Modification, Project Co's obligations to carry out the Project Activities under the State Project Documents will be amended in accordance with this clause 34.16.
- (e) **(Acknowledgements for Positive Pre-Agreed Modifications):** In respect of any Positive Pre-Agreed Modification in relation to which the State issues a Pre-Agreed Election Notice on or before the relevant Election Date, Project Co acknowledges that:
  - (i) payment of the Pre-Agreed Modification Amount by the State to Project Co and changes to the Date for West Gate Completion, Date for Tolling Completion and Date for Close-Out (if any) in accordance with the Pre-Agreed Modification Schedule will be full compensation for any Liability or delay that Project Co (or its Associates) suffers or incurs arising out of or in connection with the issue of the Pre-Agreed Modification Election Notice or the implementation of that Positive Pre-Agreed Modification; and



- (ii) except as set out in clause 34.16(e)(i), Project Co will not be entitled to make any Claim against the State, including for:
  - A. any acceleration to the carrying out of the Project Activities which Project Co (or its Associates) may carry out at any time in order not to delay an M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out or to achieve an M80 Interface Design Activity Milestone, West Gate Tunnel Completion, Tolling Completion or Close-Out by the relevant M80 Interface Design Activity Milestone Date, Date for West Gate Completion, Date for Tolling Completion and Date for Close-Out (respectively) in accordance with this Agreement; or
  - B. any delay to the carrying out of the Project Activities, in connection with the issue of the Pre-Agreed Modification Election Notice, the amendment of the State Project Documents pursuant to clause 34.16(b) or the implementation of the Positive Pre-Agreed Modification.
- (f) **(Acknowledgements for Negative Pre-Agreed Modifications):** In respect of any Negative Pre-Agreed Modification in relation to which the State issues a Pre-Agreed Election Notice prior to the relevant Election Date, the State acknowledges that:
  - (i) payment of the Pre-Agreed Modification Amount by Project Co to the State will be full compensation for any Liability that the State or its Associates suffers or incurs arising out of or in connection with the issue of the Pre-Agreed Modification Election Notice or the implementation of that Negative Pre-Agreed Modification; and
  - (ii) except as set out in clause 34.16(f)(i), the State will not be entitled to make any Claim against Project Co in connection with the issue of the Pre-Agreed Modification Election Notice, the amendment of the State Project Documents pursuant to clause 34.16(b) or the implementation of the Negative Pre-Agreed Modification.
- (g) **(After Election Date):** Nothing in this clause 34.16 prevents the State from:
  - (i) issuing a Modification Request under clause 34.2; or
  - (ii) directing a Modification by issuing a Modification Order, that involves the same (or similar) changes to the Relevant Infrastructure or the Project Activities as a Pre-Agreed Modification after the relevant Election Date, and the parties acknowledge and agree that the amount payable by or to Project Co for undertaking the Modification will be calculated and determined in accordance with the Change Compensation Principles.
- (h) **(No deemed acceptance):** No reference to a Pre-Agreed Modification in the PSR or inclusion of requirements relevant to a Pre-Agreed Modification in the PSR will:
  - (i) require the State to direct a Pre-Agreed Modification under clause 34.16(a); or
  - (ii) be read to imply that the State has issued a direction under clause 34.16(a), unless such direction has in fact been given by the State under clause 34.16(a).



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## 35. Technological Improvements

### 35.1 Maintenance of technology

As part of operating, maintaining and repairing the West Gate Tunnel during the O&M Phase, Project Co must maintain a level of technology in its systems that:

- (a) **(Best O&M Practices)**: is consistent with Best O&M Practices; and
- (b) **(efficiency with road network)**: ensures, having regard to the interdependencies between Project Co's systems and the systems of other operators of the Victorian road network, the West Gate Tunnel is able to operate effectively and efficiently with the remainder of Victoria's road network from time to time.

### 35.2 Research and Development of Technological Improvements

- (a) On and from the Date of Tolling Completion, Project Co must use reasonable endeavours to:
  - (i) keep abreast of relevant advances in technology; and
  - (ii) undertake or procure access to research and development, with the aim of readily identifying Technological Improvements.
- (b) Where Project Co becomes aware of a Technological Improvement, and:
  - (i) where such Technological Improvement is reasonably likely to be adopted in the future by Australian toll road operators, having regard to the interdependencies between the West Gate Tunnel and other toll roads, Project Co must; and
  - (ii) in all other cases, Project Co may, notify the State:
    - (iii) of that Technological Improvement; and
    - (iv) whether Project Co intends to implement the Technological Improvement.

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## 36. Refinancings

### 36.1 Refinancings

- (a) **(State consent)**: Project Co must not (and must procure that NewCo does not):
  - (i) subject to clause 36.1(g), enter into or implement any Refinancing; or
  - (ii) prior to the Date of West Gate Tunnel Completion, make any repayment or prepayment of principal owing by Project Co under the Finance Documents, unless such repayment or prepayment is made solely out of:
    - A. the proceeds of new debt provided to Project Co under the Finance Documents or payments received under the Concession Enhancement Payment Deed; or

- B. the proceeds of loans or repayments of loans paid by the State to Project Co under the State Works Loan Agreement where Funding Co is utilising such repayment or prepayment to make a loan to NewCo under the NewCo Loan Facility Agreement at that time in an amount at least equal to the amount repaid or prepaid by Project Co,

without the prior consent of the State.

- (b) **(Provision of details):** Project Co must:
- (i) at least 60 Business Days prior to any proposed Refinancing, consult with the State to outline the proposed refinancing strategy and to alert the State to any changes that may have a material impact on the ability of Project Co, NewCo or Funding Co to meet its obligations under the Project Documents;
  - (ii) promptly (and at least 30 Business Days prior to the proposed Refinancing) provide the State with full details of any proposed Refinancing, including a copy of any draft document proposed to be entered into in connection with such Refinancing (including any proposed amendments to any Project Documents) and a copy of the proposed financial model reflecting the Refinancing; and
  - (iii) at least 10 Business Days prior to the proposed Refinancing, provide the State with final execution drafts of each document proposed to be entered into in connection with such Refinancing (including any proposed amendments to any Project Documents).
- (c) **(Changes to terms):** Project Co acknowledges and agrees that the State may require changes to the draft State Project Documents proposed to be entered into in connection with the Refinancing prior to giving its consent or executing any changes to the State Project Documents.
- (d) **(Negotiation):** Where the State requires changes to the draft State Project Documents proposed to be entered into in connection with the Refinancing, the parties agree to negotiate in good faith to resolve those changes, with regard to market practice terms which apply in respect of external finance in projects procured under the Partnerships Victoria framework (or any replacement or substitute policies relating to public private partnership arrangements for the provision of public infrastructure in the State of Victoria) at the time of the Refinancing.
- (e) **(Financiers to be included):** The State agrees that prospective financiers can be involved in the negotiations described in clause 36.1(d).
- (f) **(Execution):** The parties agree to (and Project Co agrees to procure that NewCo and the prospective financiers will) execute the draft documentation notified to the State and consented to by the State under clause 36.1(a) or otherwise agreed under clause 36.1(d) promptly following such consent or agreement.
- (g) **(No consent required):** Clause 36.1(a) does not apply to:
- (i) subordinated debt which is subordinated to Secured Moneys (as defined under the State Security) on terms acceptable to the State;
  - (ii) trade accounts and accrued expenses arising in the course of trading on arms' length terms;

- (iii) any Refinancing which is required to be incurred under the State Project Documents;
- (iv) financing arising under a hire purchase agreement or other finance lease arising in the ordinary course of business;
- (v) Share Capital Dealings, in which case clauses 49.2 to 49.7 will apply; and
- (vi) indebtedness (other than that referred to in clauses 36.1(g)(i) to 36.1(g)(v)) arising in the ordinary course of business where the total outstanding does not exceed \$500,000 in aggregate (Indexed).

## 36.2 Finance Direct Deed

- (a) If Project Co implements any new financing arrangement with a Wholly Owned Group Member of an Equity Investor, other than Funding Co, Project Co will ensure that the relevant Wholly Owned Group Member accedes to the Finance Direct Deed in accordance with the terms of the Finance Direct Deed.
- (b) Project Co may not grant or allow to subsist any Security Interest in favour of any person unless that person has acceded to the Finance Direct Deed or entered into a direct deed with the State on terms acceptable to the State.

## 36.3 No gain share

The State acknowledges and agrees that it is not entitled to share in any gain realised by any party arising due to a Refinancing or the implementation of any new financing in the circumstances contemplated under clause 36.1 or 36.2.

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## 37. Step-in by the State

### 37.1 Right of Step-In

- (a) **(State Step-In):** If:
    - (i) subject to clause 37.1(b) but without limiting the State's other rights under this clause 37.1(a), a Major Default occurs;
    - (ii) a State Cure Notice has been issued in accordance with the D&C Direct Deed or OSA Direct Deed (as the case may be);
    - (iii) a Default Termination Event occurs;
    - (iv) a Catastrophic Event occurs; or
    - (v) any Project Activities are suspended following the occurrence of a Force Majeure Event prior to the Date of West Gate Tunnel Completion,
- (Step-In Event),**
- (vi) the State may elect to do any or all of the following:
    - A. assume total or partial management and control of the whole or any part of the Relevant Infrastructure or the Project Activities;
    - B. access those parts of the Site to which Project Co has access or is entitled to occupy; and

- C. take such other steps as are necessary in the reasonable opinion of the State for it to carry out the Project Activities and minimise the effect of the relevant Step-In Event.
- (b) **(State not to exercise)**: The State must not exercise its rights under clause 37.1(a) for so long as Project Co is complying with its obligations under clause 41.1 in respect of that Major Default.

## 37.2 Notice

The State may exercise its rights under clause 37.1(a)(vi) without prior notice to Project Co but the State must, if it is reasonably practicable to do so, give prior notice and in any event must, as soon as practicable, provide notice to Project Co that it is exercising those rights.

## 37.3 Consequences of the State exercising its rights

- (a) **(Suspension of rights)**: During the exercise of the State's rights under clause 37.1, Project Co's rights and obligations under this Agreement are suspended to the extent necessary to permit the State to exercise those rights.
- (b) **(No limitation)**: Except to the extent that Project Co's obligations are suspended under clause 37.3(a), the exercise by the State of its rights under clause 37.1 (or the cessation of such exercise) will not affect any other right of the State under this Agreement or any other State Project Document.

## 37.4 Payments

- (a) **(Project Co must compensate the State)**: Where the State has exercised its rights under clause 37.1 as a consequence of any of the Step-In Events:
  - (i) contemplated by clauses 37.1(a)(i), 37.1(a)(ii) or 37.1(a)(iii); or
  - (ii) contemplated by clauses 37.1(a)(iv) or 37.1(a)(v), and the Step-In Event was caused by the failure of Project Co to carry out the Project Activities in accordance with and to the standard specified in the PSR or by any other breach by Project Co of this Agreement or any fraudulent, reckless, unlawful, negligent or malicious act or omission of Project Co or any of its Associates,then:
  - (iii) prior to the Date of Tolling Completion, any Liability suffered or incurred by the State in connection with the exercise by the State of its rights under clause 37.1 will be a debt due and payable by Project Co to the State; and
  - (iv) on and after the Date of Tolling Completion, all revenue derived by Project Co in connection with the West Gate Tunnel during any period in which the State is exercising its rights under clause 37.1, must be applied:
    - A. first, to meet the operational costs of the West Gate Tunnel;
    - B. secondly, to fund any Liability suffered or incurred by the State in connection with the exercise by the State of its rights under clause 37.1; and
    - C. thirdly, as directed by Project Co.

- (b) **(State risk):** Where the State has exercised its rights under clause 37.1 as a consequence of a Step-In Event as described in clause 37.1(a)(iv) and the Step-In Event was not the result of a failure by Project Co to carry out the Project Activities in accordance with and to the standard specified in the PSR or by any other breach by Project Co of this Agreement or any fraudulent, reckless, unlawful, negligent or malicious act or omission of Project Co or any of its Associates:
  - (i) prior to the Date of Tolling Completion, the exercise of the State's rights will be deemed to be a Compensable Extension Event; and
  - (ii) on and after the Date of Tolling Completion, the exercise of the State's rights will be deemed to be a Key Risk Event.
- (c) **(Payments during Force Majeure Event):** Where the State has exercised its rights under clause 37.1 as a consequence of a Step-In Event in clause 37.1(a)(v) which was not the result of any act or omission of Project Co or any of its Associates, clause 23.14 will apply.

### 37.5 Project Co to assist the State

Project Co must:

- (a) **(access to be granted):** grant such access rights as are necessary and take all action that is necessarily required by the State to assist the State in exercising its rights under clause 37.1;
- (b) **(sufficient resources):** provide sufficient resources, including personnel, to assist the State in exercising its rights under clause 37.1; and
- (c) **(not to hinder):** not do anything to hinder, disrupt or prevent the State in exercising its rights under clause 37.1.

### 37.6 Undertake Project consistent with this Agreement

When exercising its rights under clause 37.1, the State must use its reasonable endeavours to carry out the Project Activities in a manner which is consistent with the State Project Documents, but taking into account the State's statutory rights and the circumstances that prompted the State to exercise those rights.

### 37.7 Limits on State liability during step-in

Project Co acknowledges and agrees that:

- (a) **(no obligation to remedy):** the State is not obliged to remedy any breach, or to overcome or mitigate any risk or risk consequences, in connection with which the State exercises its rights under clause 37.1; and
- (b) **(no claim):** Project Co will not be entitled to make any Claim against the State, arising in connection with the exercise by the State of its rights under clause 37.1 except:
  - (i) to the extent caused by:
    - A. breach by the State of any State Project Document; or
    - B. a fraudulent, reckless, unlawful, negligent or malicious act or omission of the State or any of its Associates in the course of exercising its rights under clause 37.1; or

- (ii) as contemplated by clause 37.4(b) or clause 37.4(c).

## 37.8 Cessation of step-in rights

- (a) **(State may cease):** The State may, at any time, cease to exercise its rights in accordance with this clause 37 upon giving 5 Business Days' notice to Project Co.
- (b) **(State must cease):** Subject to clause 37.8(a), the State must cease to exercise its rights in accordance with this clause 37 where the State has exercised its rights as a consequence of any of the Step-In Events under:
  - (i) clause 37.1(a)(i) or 37.1(a)(iii) and the Major Default or Default Termination Event (as the case may be) has been cured;
  - (ii) clause 37.1(a)(ii) and the D&C Subcontractor or OpCo notifies the State that default under the relevant Subcontract has been cured; or
  - (iii) clause 37.1(a)(iv) or 37.1(a)(v), and the relevant event ceases and its consequences have been remedied.
- (c) **(Project Co to recommence):** If the State ceases to exercise its rights under clause 37.1 in accordance with this clause 37.8, Project Co must immediately recommence carrying out any obligations suspended due to the exercise by the State of those rights and the State must give reasonable assistance to Project Co to ensure that this process of transition is effected as smoothly as possible.

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## 38. Compensable Enhancement

### 38.1 Notification and consultation

- (a) **(Notification):** The State may notify Project Co of a Compensable Enhancement provided that the notice is given within 12 months after the occurrence of the Compensable Enhancement.
- (b) **(Consultation):** If the State gives a notice under clause 38.1(a), without limiting clause 38.3(b), the State and Project Co must then consult in good faith and use their reasonable endeavours to agree on the amount of the additional revenue (net of additional expenses likely to be incurred in receiving that additional revenue) calculated without counting any other amounts payable between Project Co and the State received and likely to be received by Project Co by reason of the Compensable Enhancement in the Financial Year in which the notice was given and each subsequent Financial Year during the O&M Phase.
- (c) **(No agreement):** If no agreement is reached between the State and Project Co as to the existence of a Compensable Enhancement or an amount referred to under clause 38.1(b) within 20 Business Days of Project Co receiving the notice under clause 38.1(a), then either the State or Project Co may refer the matter for resolution in accordance with clauses 43 and 44.

### 38.2 Exclusions to Compensable Enhancement

The parties acknowledge and agree that a Compensable Enhancement does not include:

- (a) a Government Directed Benefit;
- (b) a circumstance or event to the extent that it reflects the State or another person on behalf of the State affording support to the Freeway under clause 26.1 other than an upgrade of a Principal Road Interface referred to in the definition of Compensable Enhancement;

- (c) actual or projected growth in road transportation network usage other than growth in traffic generated or attracted by the relevant circumstance or event;
- (d) a Modification;
- (e) an Assumed Transport Network Enhancement (irrespective of when the Assumed Transport Network Enhancement is carried out);
- (f) the introduction of any Truck Ban;
- (g) the making or passing of, the Project Legislation, or the occurrence of the Project Legislation Commencement Date; or
- (h) the execution of the CityLink and ESEP Concession Amending Deeds by the parties to them prior to the Date for West Gate Tunnel Completion.

### 38.3 Payment of compensation

- (a) **(Amount payable):** Subject to clause 38.3(b), for each Financial Year, 50% of any amount agreed under clause 38.1(b) or determined in accordance with clause 38.1(c) must be paid by Project Co to the State by the CE Payment Date **(Compensable Enhancement Amount)**.
- (b) **(Pro rate for early termination):** If this Agreement terminates prior to the Final Expiry Date in accordance with clause 42, a proportion only of the Compensable Enhancement Amount applicable to the Financial Year in which this Agreement terminates need be paid on the CE Payment Date relevant to that Financial Year, equivalent to the proportion of that Financial Year that has expired prior to termination.
- (c) **(Time for payment):** Any payment of a Compensable Enhancement Amount in relation to any Financial Year must be made on:
  - (i) subject to clause 38.3(d), the CE Payment Date; or
  - (ii) if the Financial Year concerned is the one in which this Agreement terminates, the date which is 20 Business Days after the date of termination.
- (d) **(Adjustment to Payment Date):** If, on the CE Payment Date, Project Co was not in a position to pay the Compensable Enhancement Amount and pay any amount contemplated in the Notional Cost Profile, Notional Tax Profile or the Notional Debt Profile in the Financial Year in which the CE Payment Date occurs, Project Co's obligation to pay the Compensable Enhancement Amount on the CE Payment Date will be deferred until the first date on which Project Co is able to pay the Compensable Enhancement Amount and the amount contemplated in the Notional Cost Profile, Notional Tax Profile and the Notional Debt Profile.
- (e) **(Failure to pay):** If a payment to be made under this clause 38.3 is not made in accordance with clause 38.3(c), including as a result of the operation of clause 38.3(d), Project Co must ensure that no distribution, principal payment, interest or other payment is made by Project Co directly or indirectly to any Equity Investor until that amount is paid in full, other than where that Equity Investor is due to be paid any amounts in accordance with the Notional Debt Profile or any other payment due to be made under a Finance Document on or around the Date of Parliamentary Support (CityLink).



### **38.4 Circumstance ceasing**

If a circumstance or event which constitutes a Compensable Enhancement ceases to subsist, payments required to be made by Project Co to the State in accordance with clause 38.3(c):

- (a) in respect of the Financial Year in which that circumstance or those consequences cease to subsist, will be reduced by a proportion corresponding to the proportion of the Financial Year remaining after that cessation; and
- (b) subject to clause 38.4, must no longer be made.

## PART G - RISK, INDEMNITY AND INSURANCE

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### 39. Risk and Liability

#### 39.1 Risk of loss or damage

Unless otherwise expressly provided in this Agreement [or the Settlement Direct Provisions](#), Project Co bears the risk of loss or damage to the Relevant Infrastructure during the Term.

#### 39.2 Notification of Loss and Damage

Project Co must promptly notify the State of any material loss or damage to the Relevant Infrastructure including details of the nature and extent of such material loss or damage.

#### 39.3 Repairing and rebuilding

- (a) **(Obligations to repair and rebuild):** Subject to clauses 39.4 and 39.6, Project Co must:
- (i) subject to allowing reasonable time for inspection by insurers, take immediate steps to clear any debris and begin initial repair work;
  - (ii) promptly consult with the State and, unless directed by the State to repair or rebuild the Relevant Infrastructure to a different specification, diligently pursue the repair or rebuilding of the Relevant Infrastructure in accordance with the PSR and the other requirements of this Agreement;
  - (iii) ensure that the repaired or rebuilt Relevant Infrastructure complies with the requirements of this Agreement;
  - (iv) ensure there is as little as practicable disruption to the Works and the public's use of the Works (to the extent that there is public use of the Works) or West Gate Tunnel while carrying out the repair or rebuilding of the Relevant Infrastructure;
  - (v) to the greatest extent reasonably possible, continue to comply with its obligations under the Project Documents while carrying out the repair or rebuilding of the Relevant Infrastructure; and
  - (vi) keep the State fully informed of the progress of the repair or rebuilding of the Relevant Infrastructure.
- (b) **(Payment):** Subject to clauses 39.3(c), 39.3(d), 39.4, 39.5 and 39.6:
- (i) Project Co must pay for the cost of repairing or rebuilding the Relevant Infrastructure; and
  - (ii) the State will make available to Project Co, for the purpose of repairing or rebuilding the Relevant Infrastructure, the proceeds of any insurance policy that has responded to the relevant loss or damage to the Relevant Infrastructure, to the extent such proceeds are received by the State.
- (c) **(Repair or rebuild to different specification):** If the State determines that the Relevant Infrastructure is to be repaired or rebuilt on the basis of different specifications to the PSR or other requirements of the Agreement, Project Co will be entitled to the reasonable incremental costs and losses arising from that determination as calculated in accordance with the Change Compensation Principles. Such costs and losses are only those incremental costs and losses

incurred or suffered by Project Co that would not have been incurred or suffered had Project Co repaired or rebuilt the Relevant Infrastructure in accordance with the PSR or other requirements of this Agreement.

- (d) **(State caused):** Where the loss or damage to the Relevant Infrastructure was caused by:
- (i) a breach by the State or the Project Proponent of any State Project Document;
  - (ii) a fraudulent, negligent, reckless, unlawful or malicious act or omission of the State or any of its Associates when acting in respect of the Project;
  - (iii) the State, any of its Associates or any person authorised by the State in carrying out any Proximate State Works; or
  - (iv) a Road Interface Party, except to the extent Project Co has not complied with its obligations in accordance with clauses 10.7 and 10.8 and that non-compliance has caused or contributed to the loss or damage to the Relevant Infrastructure,

then Project Co will be entitled to payment of the reasonable costs and losses relating to any repair or rebuilding of the Relevant Infrastructure as calculated in accordance with the Change Compensation Principles.

- (e) **(Diligent pursuit):** For the purposes of clause 39.3(a)(ii), in assessing what can be achieved by diligent pursuit and in assessing whether there has been a failure to diligently pursue the repair or rebuilding of the Relevant Infrastructure in accordance with the PSR and the other requirements of this Agreement:
- (i) regard must be had to:
    - A. the time necessary, if to do so would be consistent with the required steps and actions being diligently pursued, to conduct a tender process in accordance with the Change Compensation Principles (where required to do so by the State) or otherwise engage Subcontractors to carry out the repair or rebuilding, recognising that Project Co is not a design and construction contractor;
    - B. the context of the actual circumstances prevailing at all relevant times; and
    - C. the effect on carrying out of the Project of wilful default by the State of a State Project Document and of any Force Majeure Event;
  - (ii) any lack of financial or technical resources will be disregarded; and
  - (iii) the standard of pursuit must not be less than what might reasonably be expected of the State, having regard to the resources (including technical resources) that the State might reasonably be expected to devote (or procure be devoted) were the State to have an obligation to achieve or implement that thing, promptly.

### 39.4 Uninsurable Risk or Day 1 Uninsurable Risk

If the event which gave rise to the loss or damage to the Relevant Infrastructure is an Uninsurable Risk or a Day 1 Uninsurable Risk, then the parties' rights and obligations will be as set out in clause 40.15 and clause 27.

### 39.5 Minor damage

If any loss or damage to the Relevant Infrastructure for which the State is liable to pay Project Co is of such a minor nature (when considered item by item and in aggregate) that it can be remedied by Project Co:

- (a) **(usual resources)**: through the use of its site-based resources during normal working hours; and
- (b) **(no adverse effect)**: without adversely affecting the ability of Project Co to carry out the Project Activities in accordance with the State Project Documents,

then Project Co must bear the cost of rectifying such loss or damage.

### 39.6 Consequences of not repairing or rebuilding

If the Relevant Infrastructure has been wholly destroyed or substantially damaged and the loss or damage was caused by:

- (a) a Default Termination Event, the State must terminate this Agreement for default in accordance with clause 42.4;
- (b) any:
  - (i) breach by the State, the Project Proponent or any State Associate of any State Project Document;
  - (ii) fraudulent, negligent, reckless, unlawful or malicious act or omission of the State or any of its Associates; or
  - (iii) subject to clause 40.15(b), Key Risk Event, [Settlement Direct Event](#) or Compensable Extension Event,

then either party may terminate this Agreement by giving no less than 90 days' notice to the other party; or

- (c) a Force Majeure Termination Event, clause 42.2 will apply.

### 39.7 Damage to third party property

- (a) **(Avoiding interference)**: Project Co must not interfere with, obstruct, damage or destroy any property on, in or in the vicinity of the Construction Areas, Maintenance Areas or Leased Area other than in accordance with its rights and obligations under this Agreement.
- (b) **(Project Co to repair or compensate)**: If Project Co breaches clause 39.7(a), Project Co must (at the option of the relevant third party and approved by the State (acting reasonably)):
  - (i) promptly remove (as applicable) or repair any such obstruction, damage or destruction;

- (ii) reasonably compensate the affected person for any loss suffered by that person in connection with such interference, obstruction, damage or destruction (where Project Co has a legal liability to do so); or
- (iii) undertake a combination of clauses 39.7(b)(i) and 39.7(b)(ii).

### 39.8 Indemnity for Project Co breach

Subject to clauses [2.20\(o\)](#), 23.1(b), 32.8, 39.11 and 39.15, Project Co must indemnify the State and its Associates against any Claim or Liability in connection with any breach by Project Co under this Agreement or any breach by Project Co or any of its Associates under any other Project Document.

### 39.9 General indemnity

Subject to clauses 39.11 and 39.15, Project Co must indemnify:

- (a) **(loss or damage to Relevant Infrastructure)**: the State against any Claim or Liability arising in connection with loss or damage to or of the Relevant Infrastructure; and
- (b) **(property damage and third party claims)**: the State and its Associates in respect of:
  - (i) loss or damage to or of, or loss of use of (whether total or partial):
    - A. any real or personal property (including property belonging to the State that is not covered by clause 39.9(a)); and
    - B. the Returned Facilities, after Handback to the State or the applicable Facility Owner;
  - (ii) any injury to, illness or death of, persons; and
  - (iii) any third party Claims brought against the State or any of its Associates in respect of clauses 39.9(b)(i) or 39.9(b)(ii),

to the extent caused or contributed to by any act or omission of a Group Member or Consortium Member [\(excluding, in relation to the Spoil Risk Activities, the D&C Subcontractor and the D&C Subcontractor's Associates \(as defined in the D&C Subcontract\)\)](#) or any of their respective Associates in connection with the Project.

### 39.10 Release

Project Co releases, and must procure that each of its Associates releases, each of the parties indemnified by Project Co in accordance with clause 39.9 from any Claim or Liability for loss, damage, death, illness or injury to the extent caused or contributed to by any of the Project Activities or any act or omission of Project Co or any of its Associates in connection with the Project.

### 39.11 Limits on Project Co liability to indemnify and release

- (a) **(Reduction of liability to indemnify)**: Project Co's liability to indemnify or release the State, its Associates and any Indemnified Persons in accordance with this Agreement will be reduced to the extent that any such Claim or Liability:
  - (i) arises solely from the State decision to proceed with the Project;

- (ii) includes any costs incurred by a Rail Interface Party following completion of the relevant Rail Interface Works in accordance with this Agreement that are associated with the permanent impact of the Relevant Infrastructure, except to the extent that any such costs arise as a result of a breach by Project Co of any Project Document or any other wrongful act or omission of Project Co; or
- (iii) is caused or contributed to by:
  - A. any breach by the State, the Project Proponent or any State Associate of any State Project Document;
  - B. a fraudulent, negligent, reckless, unlawful or malicious act or omission of the State or any of its Associates;
  - C. a Compensable Extension Event, [Settlement Direct Event](#), Key Risk Event or Force Majeure Event, but only to the extent that Project Co is entitled to relief in connection with the relevant event in accordance with this Agreement (which in relation to a Key Risk, will in all cases assume that the Key Risk Event has had a Relevant Effect, whether it has or otherwise);
  - D. Project Co complying strictly with a direction from the State Representative (except to the extent that the direction is a direction to comply with a Project Document, is permitted in accordance with a Project Document or was given as a result of a breach of a Project Document by Project Co or its Associates) provided that prior to complying with the direction:
    - 1) Project Co notified the State Representative that, in its opinion, compliance with the direction may directly result in a Claim or Liability that would otherwise be the subject of an indemnity by Project Co to the State; and
    - 2) notwithstanding having received the notification referred to in clause 39.11(a)(iii)D.1), the State Representative confirms that Project Co should comply or continue to comply with the direction;
  - E. in respect of any Claim or Liability under clause 39.8 or clause 39.9(a), a failure by the State to use all reasonable endeavours to mitigate the extent or consequences of the Claim or Liability; ~~or~~
  - F. Project Co not being required to comply with AS5100 (2017) in carrying out the Project Activities, except as set out in clause 2.22(c); or
  - G. an Excluded Spoil Activity.

- (b) **(Site Information Report):** For the purposes of this clause 39.11, Site Information Report providers will not be Associates of the State in respect of the Site Information Reports or the contracts pursuant to which those Site Information Reports were prepared.

### 39.12 Third party claim under indemnity

If a Claim is made by a third party against the State or any of its Associates or an Indemnified Person in respect of which Project Co is required to indemnify in accordance with this Agreement, to the extent that the State's insurers in connection with such a Claim agree, the State must:

- (a) **(assist in proceedings)**: do all things reasonably required by Project Co in negotiating, defending or otherwise taking action or proceedings in respect of that Claim; and
- (b) **(no settlement)**: not settle that Claim with the claimant without Project Co's involvement in and agreement to any such settlement.

### 39.13 Continuing obligation

- (a) **(Indemnity continues)**: Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties.
- (b) **(Expense not necessary)**: It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity under this Agreement.

### 39.14 Responsibilities as if owner

Project Co acknowledges and agrees that it has responsibilities to third parties in connection with persons, property and other aspects of the Project under the other provisions of this Agreement which may be the same as it would have if it held the freehold title to:

- (a) prior to the Date of West Gate Tunnel Completion, the Site; and
- (b) on and after the Date of West Gate Tunnel Completion, the Leased Area.

### 39.15 Liability for Indirect or Consequential Loss

- (a) **(No liability of State)**: Subject to clause 39.15(b), neither the State nor any of its Associates has any Liability to Project Co or any of its Associates, nor is Project Co or any of its Associates entitled to make any Claim, for any Indirect or Consequential Loss incurred or sustained by Project Co or any of its Associates as a consequence of any act or omission of the State or any of its Associates (whether negligent or otherwise) or due to any breach of a State Project Document by the State.
- (b) **(Exceptions to no State Liability)**: The exclusion of Liability of the State and its Associates under clause 39.15(a) does not apply to:
  - (i) Liability arising from criminal acts or fraud on the part of the State or its Associates;
  - (ii) Liability arising from wilful misconduct under any State Project Document on the part of the State or its Associates;
  - (iii) Liability arising from any third party property loss or damage, or injury to, disease or death of a person;
  - (iv) the extent that the parties cannot limit or exclude any Liability at Law;
  - (v) Liability arising from any Uninsurable Risk or Day 1 Uninsurable Risk for which the State Project Documents require the State to indemnify Project Co;



- (vi) the extent that the State Project Documents [or the Settlement Direct Provisions](#) expressly confer an entitlement on Project Co to payment of an amount;
  - (vii) any amounts due and payable to Project Co by the State in accordance with the Change Compensation Principles, the Termination Payments Schedule, ~~or~~ clause 27 [or the Settlement Direct Provisions](#);
  - (viii) Liability for which the State or its Associates are insured under any Insurances or would have been insured under any Insurances but for any breach of this Agreement or the relevant Insurances by the State or any of its Associates;
  - (ix) any amounts due and payable to Project Co by the State in accordance with clause 13.3(g); and
  - (x) Liability at Law for loss of revenue as a result of a State Act of Prevention.
- (c) **(No liability of Project Co):** Subject to clause 39.15(d), neither Project Co nor any of its Associates has any Liability to the State or any of its Associates, nor is the State or any of its Associates entitled to make any Claim, for any Indirect or Consequential Loss incurred or sustained by the State or any of its Associates as a consequence of any act or omission of Project Co or any of its Associates (whether negligent or otherwise) or due to any breach of a Project Document by Project Co or any of its Associates.
- (d) **(Exceptions to no Project Co Liability):** The exclusion of Liability of Project Co and its Associates under clause 39.15(c) does not apply to:
- (i) Liability for which Project Co or its Associates are insured under any Insurances or would have been insured under any Insurances but for any breach of this Agreement or the relevant Insurances by Project Co or any of its Associates;
  - (ii) Liability for which Project Co:
    - A. recovers from a third party (including any Subcontractor and whether pursuant to an indemnity or otherwise) under any of the Project Documents; or
    - B. would have recovered an amount from a third party under any of the Project Documents, had it diligently pursued a Claim against the third party,in respect of that Liability;
  - (iii) Liability arising from criminal acts, fraud or wilful misconduct on the part of Project Co or any of its Associates;
  - (iv) Liability arising from any third party property loss or damage, or injury to, disease or death of a person caused or contributed by Project Co or any of its Associates;
  - (v) the extent that the parties cannot limit or exclude any Liability at Law;
  - (vi) Liability for any deductible or any additional cost or expense payable under any Insurances with respect to, connected with, caused by or arising out of any breach of this Agreement or the relevant Insurances by Project Co or any of its Associates;

- (vii) any statutory fine or civil penalty arising from any breach of Law by Project Co or any of its Associates;
- (viii) any amounts payable or Liability incurred by the State (including to a third party) in rectifying a Defect or any damage, or otherwise in reinstating, repairing or rectifying any of the Relevant Infrastructure, for which Project Co is liable under this Agreement that is not a liability described in paragraph (a) or (c) of the definition of Indirect or Consequential Loss;
- (ix) permanent abandonment of the whole or a substantial part of the Project Activities by Project Co or its Associates;
- (x) any amounts payable by Project Co to the State in accordance with clause 38, the Change Compensation Principles, the Termination Payments Schedule and the Lease;
- (xi) Liability under clause 10.12; and
- (xii) Liability arising under the indemnity set out in clause 9.2 and section 2(h) of Schedule 1 of the Port Land Deed.

### **39.16 Releases in relation to FMS Agreement**

- (a) Notwithstanding any other provision of this Agreement, the State releases and agrees not to make any Claim against Project Co in relation to:
  - (i) the parties' operation of their respective FMS in accordance with the FMS Agreement constituting a Compensable Enhancement; or
  - (ii) loss or anticipated loss of use, profit, income, business interruption, loss of any contract or other business opportunity or other economic, special, indirect or consequential loss of the State arising out of, in relation to, or in connection with, Project Co operating its FMS in accordance with the FMS Agreement,provided that, for the avoidance of doubt, the State does not release and does not agree not to make any Claim against Project Co in relation to disclosure by Project Co of Data (as defined in the FMS Agreement) of the State in breach of Part E of the FMS Agreement.
- (b) The parties acknowledge and agree that:
  - (i) without limiting clause 39.16(b)(ii), to the extent of any inconsistency ambiguity or discrepancy between the FMS Operating Agreement and the FMS Reference Documents, the FMS Operating Agreement will prevail over the FMS Reference Documents;
  - (ii) subject to clause 39.16(b)(iii), the State releases and agrees not to make any Claim against Project Co in relation to a breach of any obligation under this Agreement to comply with the FMS Reference Documents; and
  - (iii) nothing in this clause 39.16(b) limits or otherwise affects Project Co's obligations under the FMS Operating Agreement.
- (c) Notwithstanding any other provision of this Agreement, Project Co releases and agrees not to make any Claim against the State in relation to:

- (i) the level or timing of revenues, including tolling and fee revenue;
- (ii) any impact on the Net Operating Cashflow;
- (iii) loss or anticipated loss of use, profit, income, business interruption, loss of any contract or other business opportunity or other economic, special, indirect or consequential loss of Project Co whatsoever and howsoever arising;
- (iv) the level or timing of costs or losses arising as a result of any increase or decrease in traffic on the Freeway; or
- (v) the level or timing of operating expenditure or capital expenditure incurred by Project Co,

arising out of, in relation to, or in connection with, the State operating its FMS in accordance with the FMS Agreement, provided that, for the avoidance of doubt, Project Co does not release and does not agree not to make any Claim against the State in relation to disclosure by the State of Data (as defined in the FMS Agreement) of a TU Entity (as defined in the FMS Agreement) in breach of Part E of the FMS Agreement.

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## 40. Insurance

### 40.1 D&C Phase Insurances

For the duration of the D&C Phase, Project Co must effect and maintain or cause to be effected and maintained:

- (a) **(D&C)**: the D&C Phase Insurances; and
- (b) **(additional insurances)**: any additional insurance which a prudent owner and operator would maintain when undertaking works or carrying out activities of a similar nature to the Works or the D&C Activities.

### 40.2 O&M Phase Insurances

- (a) **(Effect and maintain)**: From the Date of West Gate Tunnel Completion, Project Co must effect and maintain, or cause to be effected and maintained:
  - (i) **(O&M)**: the O&M Phase Insurances; and
  - (ii) **(additional insurances)**: any additional insurances which a prudent concessionaire in Project Co's position would maintain in relation to the O&M Activities.
- (b) **(Proposed O&M Phase Insurances)**: No later than:
  - (i) 60 Business Days prior to the Date for West Gate Tunnel Completion; and
  - (ii) 20 Business Days after the renewal of any Insurance during the O&M Phase, Project Co must provide the State with:
    - A. copies of the O&M Phase Insurances; and
    - B. the documents and information referred to in clauses 40.8(a) to 40.8(c).

- (c) **(O&M Subcontractors):** Without limiting clause 40.2(d), Project Co must ensure that each Subcontractor which undertakes any part of the O&M Activities effects and maintains insurances which a prudent service provider would maintain when providing services of a similar nature to the O&M Activities undertaken by them.
- (d) **(Material Subcontractor (O&M) Insurance):** Project Co must:
- (i) ensure that each Subcontractor who enters into a Material Subcontract (O&M) effects and maintains:
    - A. public and products liability insurance in respect of third party bodily injury, any property damage with a limit of not less than \$10 million (Indexed) any one claim but in the aggregate with respect to products liability;
    - B. workers' compensation insurance in respect of its liability for injury to its employees as required by Law; and
    - C. motor vehicle third party property damage insurance with a limit of not less than \$20,000,000 (Indexed),

**(Material Subcontract (O&M) Insurances);**
  - (ii) use its reasonable endeavours to procure that each Material Subcontract (O&M) Insurance:
    - A. includes Project Co and the State as an insured for their respective rights, interests and liabilities, except in the case of workers' compensation insurance referred to in clause 40.2(d)(i)B;
    - B. where the policy includes more than one party as an insured, includes cross liability and waiver of subrogation clauses; and
    - C. is effected and maintained on terms consistent with the obligations contained in clause 40.4; and
  - (iii) ensure that each Material Subcontract (O&M) Insurance:
    - A. is effected with a Reputable Insurer; and
    - B. is maintained for the period during which the Subcontractor is undertaking O&M Activities.
- (e) **(Notification under Material Subcontract (O&M) Insurances):** Project Co must:
- (i) other than in respect of workers' compensation insurance referred to in clause 40.2(d)(i)B, notify the State of any claim under any of the Material Subcontract (O&M) Insurances, where such claim in any way relates to or arises from the O&M Activities; and
  - (ii) notify the State if it becomes aware of any circumstance relating to or arising from the performance of the O&M Activities which could give rise to an insurer of a Material Subcontract (O&M) Insurance cancelling or materially changing the Material Subcontract (O&M) Insurance.
- (f) **(No impact):** Project Co acknowledges and agrees that the procurement and maintenance of the Material Subcontract (O&M) Insurances in accordance with clause 40.2(d) does not reduce or otherwise limit Project Co's other obligations under this clause 40.2.

### 40.3 O&M Insurance Review

- (a) **(Insurance Review Commencement Date):** Either the State or Project Co may, within 20 Business Days prior to the dates set out in this clause 40.3(a), request that the parties meet:
- (i) 6 months prior to the expected Date of West Gate Tunnel Completion; and
  - (ii) 6 months prior to every 5th anniversary of the Date of West Gate Tunnel Completion,
- to review the minimum limits of liability, sub-limits of liability and deductibles for the O&M Phase Insurances set out in this Agreement, including consideration of the appropriateness of the limits, sub-limits and deductibles which will apply during that ensuing 5 year period and which will comprise the minimum requirements for the O&M Phase Insurances during the ensuing 5 year period.
- (b) **(Modification Proposal):** Without limiting the State's rights under clause 34.1, Project Co may propose a Modification Proposal in accordance with clause 34.6 requesting a change to the minimum limits of liability, sub-limits of liability and deductibles for the O&M Phase Insurances.
- (c) **(State response):** Subject to clause 40.3(d), clause 40.3(b) will apply to the Modification Proposal submitted by Project Co under this clause 40.3.
- (d) **(State consideration):** In considering the Modification Proposal submitted by Project Co under this clause 40.3, the State must have regard to:
- (i) the nature of the Project;
  - (ii) the insurances which Project Co has effected, or caused to be effected, at that time and the risks covered under those insurances;
  - (iii) the risks required to be insured by clause 39 and this clause 40;
  - (iv) the risks which a prudent insured in the position of Project Co would seek to insure in accordance with Best O&M Practices; and
  - (v) the terms on which insurance is available and the reasonableness of those terms, having regard to the terms generally available in the insurance market at that time.

### 40.4 General insurance requirements

Project Co must:

- (a) **(Reputable Insurers):** effect all Insurances with Reputable Insurers;
- (b) **(premiums):** punctually pay all premiums and other amounts payable in connection with the Insurance, and give the State copies of receipts for payment of premiums if and when requested by the State;
- (c) **(no alteration):** not alter, extend, discontinue or cancel any Insurance, or allow any Insurance to lapse, where this would result in the relevant Insurance not meeting the requirements of this Agreement, without the prior approval of the State;
- (d) **(do not prejudice):** not do or permit, or omit to do, anything which prejudices any Insurance;

- (e) **(rectify)**: promptly rectify anything which might, if not rectified, prejudice any Insurance;
- (f) **(fully disclose)**: fully and promptly disclose all material information to all relevant insurers (and any persons acting on their behalf) relating to the Insurances;
- (g) **(comply)**: comply at all times, with the terms of each Insurance;
- (h) **(do everything to enable State recovery)**: subject to clause 40.4(d), do everything reasonably required by the State or its Associates to whom the benefit of an Insurance extends, to enable the State or its Associates (as the case may be) to claim, and to collect or recover, money due under that Insurance; and
- (i) **(indemnities secondary)**: ensure that the terms of the Insurances do not require the State or its Associates to exhaust any indemnities given by Project Co or its Associates or Group Members to the State or its Associates in this Agreement as a condition precedent to the insurer considering or responding to any Claim.

## 40.5 Terms of Insurances

Project Co must ensure that each of the Insurances:

- (a) **(terms)**: contains terms, to the extent applicable and permitted by Law, to the effect that the insurer:
  - (i) will not impute to any Insured any knowledge or intention or a state of mind possessed or allegedly possessed by any other Insured;
  - (ii) in the case of Insurances under which the State or its Associates are also Insureds, agrees that the interests of the Insured include the entire assets of the Project and waives any rights of subrogation which it may have against any Insured;
  - (iii) in the case of those Insurances which are required to be effected in the name of the parties, agrees to treat each Insured as a separate Insured as though a separate contract of insurance had been entered into with each of the Insured, without increasing the deductibles or reducing the overall limit of indemnity; and
  - (iv) except in relation to workers' compensation insurance, motor vehicle insurance and professional indemnity insurance agrees that no reduction in limits or coverage affecting the Project will be made during the period of insurance, except under the circumstances and to the extent permitted by the *Insurance Contracts Act 1984* (Cth) and with not less than 20 Business Days prior notice to the State;
- (b) **(nature)**: is appropriate given the nature and objectives of the Project and the responsibilities and entitlements of the various Insureds in connection with this Agreement;
- (c) **(consistency)**: is consistent with the terms set out in the Insurance Schedule or otherwise on terms that have the prior approval of the State; and
- (d) **(Non-specific Project Insurance)**: to the extent that the relevant Insurance is not specific to the Project, Project Co is only required to use its reasonable endeavours to procure insurance on the terms referred to in clause 40.5(a).

#### 40.6 Insurances primary

- (a) **(Enforceability of rights under indemnities):** The State is not obliged to make a Claim or institute proceedings against any insurer under the Insurances before enforcing any of its rights or remedies under the indemnities referred to in this Agreement or generally.
- (b) **(Obligations not affected):** Each party is not relieved from and remains fully responsible for its obligations in accordance with this Agreement regardless of whether the Insurances respond or fail to respond to any Claim and regardless of the reason why any Insurance responds or fails to respond.

#### 40.7 Notification and making of claims

Project Co must:

- (a) **(notification):** promptly notify the State of any occurrence that may reasonably give rise to a Claim in connection with the Project under the Contract Works Insurance (Material Damage), Contract Works Insurance (Public and Products Liability) during the D&C Phase only and the Marine Transit insurance during the D&C Phase only;
- (b) **(subsequent developments):** keep the State informed of subsequent developments concerning the occurrence under clause 40.7(a);
- (c) **(pursue claims):** subject to clause 40.7(d), diligently pursue any Claim which it has under any Insurance which has arisen in connection with the Project; and
- (d) **(State consent):** not compromise, settle, prosecute or enforce any Claim which is likely to exceed \$1,000,000 of the type referred to under clause 40.7(a) without the prior consent of the State (which must not be unreasonably withheld or delayed).

#### 40.8 Evidence of Insurance

Project Co must give the State evidence satisfactory to the State that the Insurances have been procured and continue to be maintained in accordance with this Agreement, whenever reasonably requested by the State including:

- (a) **(certificate):** certificates of currency;
- (b) **(all requirements):** confirmation that all the requirements of the Insurances specified in the Insurance Schedule are included in the Insurances; and
- (c) **(deductibles):** deductibles, terms of coverage, erosion and reinstatement of limits as the State may reasonably require, to enable it to satisfy itself that all of the insurance requirements for the Project in accordance with this Agreement are being complied with.

#### 40.9 State may effect Insurances

- (a) **(State may effect insurance):** The State may procure or effect and maintain the relevant Insurances and pay the relevant premiums in connection with such Insurances:
  - (i) if Project Co fails to provide evidence satisfactory to the State within 10 Business Days of a request under clause 40.8; or
  - (ii) in the event of any default by Project Co or its Associates in obtaining or maintaining such Insurances, in accordance with this clause 40 or if any



Insurance for which Project Co is responsible to effect and maintain in accordance with this Agreement is terminated.

- (b) **(Costs to be recoverable from Project Co):** The costs reasonably incurred by the State in connection with taking such action will be a debt due and payable by Project Co to the State.

#### 40.10 Insurance Proceeds Account

- (a) **(Establish account):** Project Co must:
- (i) establish an insurance proceeds account (**Insurance Proceeds Account**);
  - (ii) maintain that account in the joint names of Project Co and the State with a financial institution nominated by Project Co and approved by the State (such approval not to be unreasonably withheld);
  - (iii) give details of that account to the State;
  - (iv) notify the financial institution referred to in clause 40.10(a)(ii) of the charge over the Insurance Proceeds Account in accordance with the State Security, procure acknowledgement of the notice from the financial institution and provide a copy of that to the State; and
  - (v) procure the agreement of the financial institution referred to in clause 40.10(a)(ii) not to exercise any right of set-off or counterclaim in relation to the Insurance Proceeds Account.
- (b) **(Deposit insurance proceeds):** All Insurance proceeds received from Insurers by Project Co or the State under the Contract Works Insurance (Material Damage) or the Industrial Special Risks Insurance (to the extent such proceeds are received in respect of physical loss or damage to the Works or the West Gate Tunnel), must be deposited by the recipient into the Insurance Proceeds Account.
- (c) **(Application of moneys):** Subject to clause 40.10(e), moneys in the Insurance Proceeds Account may only be applied towards the repair or rebuilding of the Relevant Infrastructure or as part of any Termination Payment.
- (d) **(Records):** Where moneys in the Insurance Proceeds Account are used for repair or rebuilding of the Relevant Infrastructure, Project Co must give the State records of expenditure from the Insurance Proceeds Account within 30 Business Days of such expenditure.
- (e) **(Surplus funds):** Any funds remaining in the Insurance Proceeds Account after application in connection with repair or rebuilding of the Relevant Infrastructure will, subject to any right of set-off the State may have, be payable to Project Co.

#### 40.11 Proportionate Liability

**(Reduce or exclude insurance cover):** Project Co must ensure that all Insurances do not reduce or exclude the insurance cover in connection with liabilities governed by Part IVAA of the *Wrongs Act 1958* (Vic) or any corresponding legislation of another Australian jurisdiction, by reason of the manner in which that legislation operates or does not operate, as the case may be, in light of any of the provisions of this Agreement and the obligations undertaken by Project Co in connection with it.

## 40.12 Deductibles

- (a) **(Project Co to pay deductibles):** Subject to clause 40.12(b), Project Co is responsible for payment, itself or through another party not being the State for all amounts by way of deductibles or excesses which apply to a Claim made under any Insurance.
- (b) **(State to pay deductible):** Where the event that is insured under any Insurance is:
- (i) loss or damage referred to in clause 39.3(d); or
  - (ii) caused by a Compensable Extension Event, [Settlement Direct Event](#), or a Key Risk Event,

the State must pay all amounts by way of deductibles or excesses which apply to a claim made under any Insurance.

## 40.13 Additional requirements

At all times during the Term, Project Co must comply with its obligations to take out and maintain registration and to pay all levies required to be paid, under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) and the *Transport Accident Act 1986* (Vic) in relation to the Project.

## 40.14 Uninsurable Risks

- (a) **(Risk likely to become Uninsurable Risk):** If any risk becomes or is likely to become an Uninsurable Risk [or a Relevant Risk](#), then:
- (i) \_\_\_\_\_ Project Co must notify the State within 5 Business Days of becoming aware that the risk has become or is likely to become an Uninsurable Risk [\(provided that in relation to any Uninsurable Risks on or around the Settlement Amendments Operative Date, Project Co is not required to give any notice until 20 Business Days after the Settlement Amendments Operative Date\)](#);
  - ~~(i)~~(ii) \_\_\_\_\_ [Project Co may notify the State that the risk has become or is likely to become a Relevant Risk](#); and
  - (iii) \_\_\_\_\_ the State must meet with Project Co [\(and in respect of D&C Phase Insurances, the D&C Subcontractor\)](#) within 5 Business Days after receipt of Project Co's notice to discuss the risk, including:
    - A. \_\_\_\_\_ [whether the risk is in fact an Uninsurable Risk or a Relevant Risk](#); and
    - ~~A.~~B. \_\_\_\_\_ [if it is not agreed that the risk is an Uninsurable Risk, the approach to be adopted by Project Co for procuring insurance for that risk.](#)
- (b) **(Parties to discuss management of an Uninsurable Risk):** If both parties [\(and, in relation to D&C Phase Insurances only, the D&C Subcontractor\)](#) agree (or if not, it is determined in accordance with [clauses 9.3B, 43.1A and 43.1AA and Schedule 14A \(as applicable\) of the D&C Subcontract \(for D&C Phase Insurances\) or otherwise, clauses 43 to 44](#)) that a risk is [or may be](#), an Uninsurable Risk [or a Relevant Risk](#), the parties must meet further to discuss the means by which the risk should be managed. [The parties acknowledge that such discussions in respect of a Relevant Risk may include agreement that the Relevant Risk will be deemed to be an Uninsurable Risk, or, if each of the State and Project Co agrees in its absolute](#)

discretion, granting of a waiver of the requirement that Project Co effect and maintain insurances in relation to the Relevant Risk to the extent that the relevant terms and conditions are unavailable (such agreement may be subject to conditions).

- (c) **(Uninsurable Risk):** Subject to clause 40.14(d), if the parties cannot agree as to how to manage the Uninsurable Risk or the Relevant Risk under clause 40.14(b) then this Agreement will continue, but in respect of an Uninsurable Risk an amount equal to the Relevant Percentage amount deducted by the relevant Insurer or Insurers from the premium that was payable by Project Co for insurance of such a risk, excluding any reimbursement by the State under clause 40.17 immediately prior to such risk becoming an Uninsurable Risk, and which was deducted as a direct consequence of such risk becoming an Uninsurable Risk, will be a debt due and payable to the State by Project Co on each occasion that a premium is paid for so long as the risk is an Uninsurable Risk. In this clause Relevant Percentage means, in respect of premiums for D&C Phase Insurances after the Settlement Amendments Operative Date, 50%, and otherwise 100%.
- (d) **(No requirement to effect and maintain insurance):** Subject to clause 40.16, if it is agreed or determined that a risk is an Uninsurable Risk, Project Co is not required to effect and maintain insurance against that risk to the extent that the risk is an Uninsurable Risk.
- ~~(e)~~(e) **(Relevant Risk):** The parties agree that no party may rely on the amendments to clause 40 as part of the Third Amending Deed (the Clause 40 Amendments) to limit the interpretation of an Uninsurable Risk, including whether a Relevant Risk may be an Uninsurable Risk or whether Project Co is required to effect and maintain insurances in relation to the Relevant Risk to the extent that the relevant terms and conditions are unavailable without the granting of the waiver referred to in clause 40.14(b), regardless of the outcome of any discussions referred to in clause 40.14(a) or clause 40.14(b), and the parties agree that if there is a Dispute, the definition of Uninsurable Risk and Project Co's obligations in relation to Uninsurable Risks and Relevant Risks must be interpreted without regard to the Clause 40 Amendments.

## 40.15 Damage caused by Day 1 Uninsurable Risk or Uninsurable Risk

- (a) **(Occurrence):** If a Day 1 Uninsurable Risk or Uninsurable Risk gives rise to loss or damage to the Relevant Infrastructure, the State must within 20 Business Days of the occurrence of the Day 1 Uninsurable Risk or Uninsurable Risk (as the case may be) (or such longer period as is reasonable in the circumstances) either:
- (i) subject to clause 40.15(c), require Project Co to repair or rebuild the Relevant Infrastructure, in which case the State will indemnify Project Co for the reasonable costs of the repair or rebuilding and all other Liabilities incurred by Project Co to the extent such Liabilities arose from the occurrence of the Day 1 Uninsurable Risk or Uninsurable Risk (as the case may be); or
  - (ii) where the Relevant Infrastructure is wholly destroyed or substantially damaged by the Day 1 Uninsurable Risk or Uninsurable Risk:
    - A. require Project Co to repair or rebuild the Relevant Infrastructure in accordance with clause 40.15(a)(i); or
    - B. subject to clause 40.15(b), terminate this Agreement by notice to Project Co, in which case a Force Majeure Termination Event will be deemed to have occurred on the date stated in the State's notice and clause 42.2(b) will apply.

- (b) **(Key Risk Event):** If a Key Risk Event described in paragraph (k) of the definition of 'Key Risk Event' has occurred on or after the Date of Tolling Completion, and the same event gives rise to the State's entitlement under clause 40.15(a)(ii), and Project Co has given the relevant notice under clause 27, then:
- (i) clause 40.15(a)(ii)B will not apply;
  - (ii) the parties will negotiate under clause 27.3 redress which will enable Project Co to repair or rebuild the Relevant Infrastructure, provided that such redress will not include varying the financial contribution of the State; and
  - (iii) if the parties have not agreed such redress within 60 Business Days of commencing the negotiations under clause 27.3 (or such longer period as is reasonable in the circumstances), then either party may terminate this Agreement by notice to the other party, in which case a Force Majeure Termination Event will be deemed to have occurred on the date stated in the terminating party's notice and clause 42.2(b) will apply.
- (c) **(Maximum indemnity amount):** the maximum amount for which the State must indemnify Project Co, in accordance with clause 40.15(a)(i), will be:
- (i) for a Day 1 Uninsurable Risk, an amount that is equal to the Insurance proceeds that would have been payable under any of the Insurances had the event been insurable under those Insurances; and
  - (ii) for Uninsurable Risks, an amount equal to the Insurance proceeds that would have been payable had the relevant Insurance continued to be available on the previous terms of that Insurance.
- (d) **(If parties unable to agree on repair or rebuilding):** If the parties are unable to agree on how the Relevant Infrastructure will be repaired or rebuilt in accordance with clause 40.15(a)(i) (including the reasonable costs), the State must issue a Modification Order requiring Project Co to repair or rebuild the Relevant Infrastructure provided the amount payable by the State to Project Co in connection with the Modification will not exceed the amount set out in clause 40.15(c).

## 40.16 Review of insurance markets

- (a) **(Review and test):** Project Co must review and test the insurance market vigilantly and no less than once every 12 Months, to ascertain whether a Day 1 Uninsurable Risk or Uninsurable Risk has become insurable and, determine whether, and if so what, insurance terms as to premium, deductible and coverage are available in connection with that risk, from Reputable Insurers.
- (b) **(Procure insurances):** If upon such review it is found that a Day 1 Uninsurable Risk or Uninsurable Risk is no longer uninsurable, then Project Co will promptly procure the insurance in connection with that risk in accordance with the other provisions of this clause 40.

## 40.17 Reimbursement

- (a) Prior to a D&C Phase Insurance expiring, Project Co must obtain, and provide to the State, a report from an insurance broker appointed by Project Co reasonably acceptable to the State (not to be unreasonably withheld or delayed) (and the State confirms that Marsh are reasonably acceptable for this purpose), specifying the proposed terms for the replacement D&C Phase Insurance, including:

- (i) the terms and conditions of the relevant insurance policy proposed to be effected or extended and the extent to which these may differ from the terms and conditions specified in the Insurance Schedule;
- (ii) the sum insured;
- (iii) the deductible;
- (iv) the premium to be paid; and
- (v) whether the proposed premium is on commercial terms having regard to the premiums for insurance in the market of Reputable Insurers which insures private sector providers of infrastructure similar to the Relevant Infrastructure or the Project or services similar to the Project Activities in Australia or the United Kingdom;
- (vi) where possible alternative quotes or options for the above matters; and
- (vii) options for extending the existing D&C Phase Insurance.

**(Insurance Report).**

- (b) Following receipt of the Insurance Report, the State and Project Co must meet, and to the extent that the Insurance Report identifies Uninsurable Risks or Relevant Risks that have not been the subject of discussion under clause 40.14(a) or clause 40.14(b), with the D&C Subcontractor, to discuss the Insurance Report and the terms on which the replacement D&C Phase Insurance is proposed to be effected or the existing D&C Phase Insurance is proposed to be extended (including any matters for discussion under clause 40.14(b)).
- (c) The State agrees that this clause 40.17 does not confer on it any right to approve the terms of the proposed policies (including on the basis that a proposed insurance policy may not be on commercial terms having regard to the premiums for insurance in the market of Reputable Insurers which insures private sector providers of infrastructure similar to the Relevant Infrastructure or the Project or services similar to the Project Activities in Australia or the United Kingdom) over and above any right under this Agreement to require that the proposed policies otherwise meet the requirements of this clause 40.
- (d) Project Co must not effect or extend a D&C Phase Insurance on terms materially different to those set out in the relevant Insurance Report without re-issuing the Insurance Report prior to effecting or extending those insurances, unless the reason for the change in terms is primarily due to movements in the international insurance market after the date of the Insurance Report.
- (e) Notwithstanding clause 40.4(b), the State must pay 50% of the actual costs of all D&C Phase Insurances effected or extended by Project Co after the Settlement Amendments Operative Date (**Insurance Reimbursable**), as and when those costs are incurred (and after provision of a Tax Invoice addressed to the State). For the avoidance of doubt, this clause applies including where those insurance policies have been effected or extended in accordance with this clause 40 on terms and conditions that are inconsistent with the Insurance Schedule.
- (f) To the extent that the actual costs are materially different to the proposed premium in the relevant Insurance Report, Project Co must provide an explanation of the difference.
- (g) If the State does not pay the Insurance Reimbursable by the due date, Project Co may pay that amount, and the Insurance Reimbursable will be a debt due and payable by the State to Project Co within 10 Business Days of demand.

## PART H - DEFAULT, TERMINATION AND DISPUTES

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### 41. Events of Default

#### 41.1 Notice of Project Co Major Default and Default Termination Event

- (a) **(Project Co's obligations):** Project Co must:
- (i) promptly notify the State upon the occurrence of a Major Default or Default Termination Event; and
  - (ii) immediately take steps to mitigate, minimise or avoid the effects, consequences or duration of the Major Default or Default Termination Event.
- (b) **(Major Default Notice):** If Project Co notifies the State of any Major Default under clause 41.1(a) or the State considers a Major Default has occurred, the State may give Project Co a notice (**Major Default Notice**) which contains:
- (i) details of the Major Default; and
  - (ii) if the Major Default:
    - A. is capable of remedy, a date by which Project Co must remedy the Major Default (which, subject to clause 41.1(e), must allow for a reasonable period of time to remedy the Major Default in the circumstances); or
    - B. is not capable of remedy, a date by which Project Co must comply with any reasonable requirements of the State in connection with that Major Default (which, subject to clause 41.1(e), must allow for a reasonable period of time to comply with the State's requirements in the circumstances).
- (c) **(Capable of remedy):** For the purposes of this clause 41, the Major Defaults described in paragraphs (d) and (e) of the definition of Major Default will be deemed to be capable of remedy.
- (d) **(Unreasonable requirements):** If Project Co considers, in good faith, that the time stated in a Major Default Notice (or any other requirements of the Major Default Notice) is not reasonable, it must immediately notify the State including the reasons why and the time which it believes is reasonably required to remedy the Major Default or comply with any reasonable requirements of the State.
- (e) **(State to act in good faith):** The State must in good faith consider Project Co's notice under clause 41.1(d) and make any changes to the Major Default Notice that it considers reasonable as a consequence of Project Co's notice.
- (f) **(Project Co not satisfied):** If Project Co is not satisfied with the changes made by the State under clause 41.1(e), it may refer the matter to resolution under clauses 43 to 44.

#### 41.2 Project Co to provide remedy program and comply with Major Default Notice

- (a) **(Remedy program):** If the State gives a Major Default Notice to Project Co, then notwithstanding its rights under clauses 41.1(c) to 41.1(f) Project Co must:



- (i) where the Major Default is capable of remedy, unless the relevant Major Default is a failure to pay money, give the State a program to remedy the Major Default; and
- (ii) where the Major Default is not capable of remedy, give the State a program to comply with any reasonable requirements of the State (which may include a plan to replace the Subcontractor causing the Major Default),

in accordance with the terms of the Major Default Notice, for review by the State in accordance with the Review Procedures.

- (b) **(Content of remedy program):** Any program provided to the State under clause 41.2(a) must include:
  - (i) each task to be undertaken, the date by which each task is to be completed and the additional resources and personnel (if applicable) to be applied to remedy the Major Default; and
  - (ii) any temporary measures that will be undertaken while the Major Default is being remedied to ameliorate the impact of the Major Default.
- (c) **(Comply):** Notwithstanding the fact that it may have exercised its rights under clause 41.1(c) to 41.1(f), Project Co must comply with the Major Default Notice and any program to remedy or comply under clause 41.2(a) as reviewed by the State Representative in accordance with the Review Procedures.
- (d) **(Assignment, amendment and change in control remedy):** If a Change in Control of the D&C Subcontractor results in a breach of clause 49.2(b), termination of the D&C Subcontract is deemed to rectify that breach (without prejudice to the State's right in relation to any other Major Default or Default Termination Event that may arise as a result of terminating the D&C Subcontract).
- (e) **(Impact of relief event):** If Project Co is prevented from carrying out its obligations in accordance with a Remediation Plan or a program to remedy or comply prepared under this clause 41, as a direct result of:
  - (i) an Extension Event or Key Risk Event for which Project Co is entitled to relief under this Agreement [or the Settlement Direct Provisions](#); or
  - (ii) a State Act of Prevention,then the Remediation Plan or the program to remedy or comply (including the time to remedy the Major Default or comply with the State's requirements) must be extended:
  - (iii) to reflect the period Project Co is prevented from carrying out its obligations in accordance with the remedy program by that Extension Event, Key Risk Event or State Act of Prevention; or
  - (iv) without limiting clause 39, in respect of loss or damage caused by that Extension Event, Key Risk Event or State Act of Prevention for the period from the commencement of that loss or damage until the necessary repairs or rebuilding have been completed,

subject to Project Co demonstrating to the State's satisfaction (acting reasonably) that Project Co has diligently pursued and, to the extent reasonably possible, continues to diligently pursue the Remediation Plan or the program agreed or determined under this clause 41.



- (f) **(Extension of Major Default Notice):** If Project Co has been diligently pursuing:
  - (i) where the Major Default is capable of remedy, the remedy of that Major Default; or
  - (ii) where the Major Default is not capable of remedy, compliance with any reasonable requirements of the State; and
  - (iii) where the Major Default has occurred during the O&M Phase, the Freeway is open to the public to the extent that it is safe to do so,then the time stated in the Major Default Notice will be extended by such period as the State determines is required (acting reasonably) to enable Project Co to either remedy the Major Default or comply with any reasonable requirements of the State.
- (g) **(Request for further information):** The State may request, and Project Co must provide, any further information reasonably required by the State in respect of Project Co's cure of the Major Default to enable the State to determine the required extension under clause 41.2(f).

**41.3 Diligent pursuit**

For the purposes of this clause 41, in assessing what can be achieved by diligent pursuit and in assessing whether there has been a failure to diligently pursue something, regard must be had to the time necessary to enforce the D&C Subcontract, or to engage a substitute design and construction contractor, if to do so would be consistent with the required steps and actions being diligently pursued, recognising that the Project Co is not a design and construction contractor.

**41.4 Not used**

**41.5 Default Termination Event**

If any Default Termination Event occurs, the State may, without limiting any rights (other than rights of termination) it has at Law or otherwise under this Agreement, elect to:

- (a) **(termination as Default Termination Event):** terminate this Agreement at any time after the occurrence of a Default Termination Event in accordance with clause 42.4; or
- (b) **(Step-in rights):** exercise its rights under clause 37.1(a)(iii) to cure or attempt to cure the Default Termination Event.

**41.6 Effect of curing**

If a Major Default or Default Termination Event occurs and is cured by any person, any rights in respect of that Major Default or Default Termination Event (as the case may be) not exercised prior to it being cured may not thereafter be exercised.

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**42. Termination**

**42.1 Sole basis**

- (a) **(Sole basis):** Termination under this clause 42 and clause 3.4 is the sole basis at Law or otherwise upon which either party is entitled to terminate, rescind or accept a repudiation of this Agreement.

- (b) **(No limitation):** Termination of this Agreement and the payment of any relevant Termination Payment will not in any way prejudice or limit the State's Claims against Project Co in respect of the events giving rise to the termination.

## 42.2 Termination for Force Majeure

- (a) **(Force Majeure Termination Event notice):** Subject to clause 42.2(d) and clause 42.2(e), if a Force Majeure Termination Event occurs, then either party may terminate this Agreement by giving notice to the other party.
- (b) **(Date of termination):** Termination of this Agreement for a Force Majeure Termination Event will take effect upon the date specified in the notice given in accordance with clause 42.2(a).
- (c) **(Project Co election):** If:
  - (i) a Force Majeure Event prevents the State from carrying out all or a material part of its obligations under the State Project Documents for a continuous period of 12 months (**State Force Majeure Event**); and
  - (ii) it is agreed or determined that Project Co is entitled to redress under clause 27 in respect of that State Force Majeure Event; and
  - (iii) the State Force Majeure Event is continuing to prevent the State from carrying out all or a material part of its obligations under the State Project Documents beyond the 12 month period referred to in clause 42.2(c)(i),  
  
(being a 'State Force Majeure Termination Event'), Project Co may, before the earlier of:
    - (iv) 15 Business Days after the redress has been agreed or determined in accordance with clause 27 in respect of the State Force Majeure Event; and
    - (v) 12 months after the occurrence of the State Force Majeure Event (**FM Relief Date**),notify the State that it elects to relieve the State from any obligation to provide redress under clause 27 in respect of the ongoing impact of the State Force Majeure Event (**FM Relief Notice**), and the State will thereafter have no liability in respect of any redress relating to the period after the FM Relief Date. Nothing in this clause 42.2(c) will relieve the State from its obligation to provide the redress that has been agreed or determined in accordance with clause 27 in respect of the State Force Majeure Event for the period between the occurrence of the State Force Majeure Event and the FM Relief Date.
- (d) **(Restrictions on termination):** A party must not terminate this Agreement under clause 42.2(a):
  - (i) during the period Project Co is able to recover (or, but for any breach of a State Project Document or the relevant Insurance by that party, would have been able to recover) under the Contract Works Insurance (Delay in Start-up) (applicable to the Works) or the consequential loss cover section of the Industrial Special Risks Insurance (in respect of the O&M Phase) for the relevant Force Majeure Termination Event; and
  - (ii) in respect of a State Force Majeure Termination Event, where Project Co has given an FM Relief Notice to the State under clause 42.2(c) in relation to the State Force Majeure Termination Event.

- (e) **(Termination on CityLink event):** In the event:
- (i) that an Appendix Event as described in Item 8 or 9 of the Appendix of the CityLink Concession Deed occurs prior to the Date of Tolling Completion, which it is agreed or determined will have, or has had, a Material Adverse Effect (as defined under the CityLink Concession Deed) and the CityLink Parties and the State cannot agree on the reduced Committed Extension Equity (as defined under the CityLink Concession Deed) or alternative funding sources and mechanisms under clause 1.31(c) of the CityLink Concession Deed within a further 20 Business Days of commencing negotiations; or
  - (ii) of a State election to acquire the CityLink Project under sub-paragraph 12.8(e)(iv) of the CityLink Concession Deed prior to the Date of Tolling Completion,

Project Co may terminate this Agreement by notice to the State, in which case a Force Majeure Termination Event will be deemed to have occurred on the date stated in Project Co's notice and clause 42.2(b) will apply.

### 42.3 Not used

### 42.4 Termination for Default Termination Event

- (a) **(Termination for Default Termination Event):** Subject to clause 42.4(c) and clause 42.4(d), if a Default Termination Event occurs, the State may terminate this Agreement by giving notice to Project Co.
- (b) **(Date of termination):** Termination of this Agreement for a Default Termination Event will take effect upon the date specified in the notice given in accordance with clause 42.4(a).
- (c) **(State breach):** If:
- (i) the State would, but for this clause 42.4(c), be entitled to terminate this Agreement because of a Default Termination Event; and
  - (ii) that Default Termination Event arose as a direct and sole result of:
    - A. a breach by the State or its Associates of a State Project Document; or
    - B. a fraudulent, reckless, unlawful, negligent or malicious act or omission of the State or its Associates,

the State must not exercise that entitlement to terminate this Agreement.

- (d) **(Relief Event):** If an Extension Event or a Key Risk Event occurs and results in a circumstance or event which entitles the State to terminate this Agreement under this clause 42.4 and Project Co has given a notice under clause 23.4 or a Key Risk Event Notice [or in respect of a Settlement Direct Event a notice has been given under the relevant Settlement Direct Provisions by either Project Co or the D&C Subcontractor](#) (as applicable), then notwithstanding this clause 42.4:
- (i) if the redress afforded under the Change Compensation Principles [or the Settlement Direct Provisions](#) in respect of the Extension Event or under clause 27 in respect of the Key Risk Event has remedied the relevant circumstance or event (or overcome its effects), or has enabled Project Co to be in a position to remedy the relevant circumstance or event (or

overcome its effects) and Project Co is diligently pursuing the remedy of the relevant circumstance or event (or is diligently pursuing an action to overcome its effects) in accordance with its obligations under this Agreement; or

- (ii) while:
  - A. the redress remains not agreed or determined;
  - B. the redress likely to be agreed or determined is likely to promptly remedy the relevant circumstance or event (or overcome its effects), or enable Project Co to be in a position to remedy the relevant circumstance or event (or overcome its effects); and
  - C. Project Co is diligently pursuing finalisation of the agreement or determination of that redress,

the State must not exercise that entitlement to terminate this Agreement because of the circumstance or event.

## 42.5 Act of prevention termination

- (a) If:
  - (i) a court makes a Final Court Ruling:
    - A. relating solely to Laws which it is in the legislative power of the State to change; and
    - B. which has not been made as a result (in whole or in part) of a breach by Project Co or its Associates of the Project Documents or some other wrongful act or omission by Project Co or its Associates;
  - (ii) there is a Project Specific Change in Mandatory Requirements;
  - (iii) an event described in paragraph (a) or (b) of the definition of Compensable Extension Event occurs;
  - (iv) there is a State Act of Prevention; or
  - (v) there is a Key Approval Event,  
  
which prohibits or prevents Project Co from undertaking all, or substantially all, of the Project Activities in the manner contemplated by this Agreement in all material respects (**Prevention by Law Event**) and the effect of the Prevention by Law Event subsists for a continuous period exceeding 24 months then either party may terminate this Agreement by giving notice to the other party.
- (b) (**Date of termination**): Termination of this Agreement for a Prevention by Law Event will take effect upon the date specified in the notice given in accordance with clause 42.5(a).

## 42.6 PSA Termination Event

- (a) (**PSA Termination Event**): Subject to clause 42.6(c), the State may terminate this Agreement by giving notice to Project Co any time after the date which is 9 months after the first occurrence of a PSA Event (**PSA Termination Event**).

- (b) **(Date of termination):** Termination of this Agreement for a PSA Termination Event will take effect upon the date specified in the notice given in accordance with clause 42.6(a).
- (c) **(Restrictions on termination):** The State must not terminate this Agreement under clause 42.6(a) at any time where:
  - (i) a planning scheme amendment for the West Gate Tunnel is no longer capable of revocation by either House of Parliament under section 38 of the *Planning and Environment Act 1987* (Vic); or
  - (ii) the State has otherwise addressed the impact of the PSA Event as contemplated in clauses 13.7(c)(ii), 13.7(c)(iii) or 13.7(c)(iv).

## 42.7 State Works Price

The parties acknowledge that upon termination under this clause 42, in accordance with the D&C Subcontract, the State's future obligation to pay any State Works Price under in the D&C Subcontract will cease.

## 42.8 Assistance

Project Co will use its best endeavours to assist the State in the exercise of the State's rights in accordance with this clause 42.

## 42.9 Payment on termination

- (a) **(Payment for default):**
  - (i) Where the Termination for a Default Termination Event occurs before the Date of Tolling Completion and the Default Termination Payment is:
    - A. a negative amount, the Default Termination Payment will be deemed to be zero; and
    - B. a positive amount, Project Co must pay, the Default Termination Payment in accordance with the Termination Payments Schedule and no later than the Termination Payment Date.
  - (ii) For the avoidance of doubt, no Termination Payment will be payable by the State in respect of Termination for a Default Termination Event that occurs on or after the Date of Tolling Completion.
- (b) **(Payment for other termination events):** Subject to clause 42.9(c), no later than the Termination Payment Date:
  - (i) where the Termination Payment is a positive amount, the State must pay; and
  - (ii) where the Termination Payment is a negative amount, Project Co must pay the absolute value of:  
  
the relevant Termination Payment, being:
    - (iii) for Termination for a Force Majeure Termination Event, the Force Majeure Termination Payment;
    - (iv) [not used];

- (v) [not used]; or
- (vi) for Termination for an Early Termination Event, the Early Termination Payment,

in accordance with the Termination Payments Schedule.

- (c) **(Project Co obligations):** The State's obligation to pay a Termination Payment under clause 42.9 is subject to Project Co having delivered up the vacated Construction Areas, Maintenance Areas or Leased Area and the Relevant Infrastructure to the State in accordance with clause 28, and otherwise having satisfied its obligations under this Agreement having regard to the time and circumstances of the termination.
- (d) **(State's rights):** If the State is not satisfied that Project Co has satisfied its obligations in clause 42.9(c), Project Co will be liable to the State for the amount that is reasonably necessary to cover the expected costs of performing Project Co's obligations under clause 28 (including reasonable contingencies) in addition to any Termination Payment payable by Project Co.

## 42.10 Waiver

If a termination occurs in accordance with this Agreement, then:

- (a) subject to clause 42.10(b), Project Co waives any right it might otherwise have to make any Claim against the State by reason or as a result of the termination; and
- (b) without limiting any entitlement Project Co may have under the Additional State Contribution Schedule or the State Equity Subscription Deed, Project Co's only entitlement by reason or as a result of the termination will be in connection with its rights to a Termination Payment.

## 42.11 Additional rights and obligations on Termination

The additional rights and obligations of the parties on a termination of this Agreement are set out in clause 28.

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# 43. Dispute Resolution

## 43.1 Procedure for resolving disputes

- (a) **(Resolution procedure):** [Subject to clauses 43.1\(aa\), 43.1A\(d\) and 43.1A\(e\) of the D&C Subcontract and unless a State Project Document provides otherwise](#), any dispute between the State and Project Co arising in connection with the State Project Documents or the Project Activities (including questions concerning this Agreement's existence, meaning or validity) or a decision of the Independent Reviewer and Environmental Auditor which is capable of being disputed under clause 43 (**Dispute**) must be resolved in accordance with this clause 43 and clause 44.
- (b) **(Exclusion):** The functions of the Independent Reviewer and Environmental Auditor under section 2.4(e) of the Design Review Section are:
  - (i) advisory only and not binding on any party; and
  - (ii) not a decision or determination of the Independent Reviewer and Environmental Auditor capable of forming the subject matter of a Dispute which can be resolved under this clause 43 and clause 44.

- (c) **(Procedure):** The procedure that is to be followed to resolve a Dispute is as follows:
- (i) firstly, the Dispute must be the subject of negotiation as required by clause 43.2;
  - (ii) secondly, if the Dispute remains unresolved (in whole or in part) after the expiration of the period for negotiation referred to in clause 43.2(c)(i) the parties may agree that the Dispute will be referred to an expert for determination under clauses 43.4 to 43.8 or to arbitration under clause 44; and
  - (iii) thirdly, if:
    - A. the Dispute remains unresolved (in whole or in part) after the expiration of the period for negotiation referred to in clause 43.2(c)(i) and irrespective of whether the parties failed to meet as required by that clause or whether having so met the parties fail to agree whether the Dispute should be referred to an expert or to arbitration within 20 Business Days after the expiration of the period for negotiation referred to in clause 43.2(c)(i);
    - B. the Dispute has been referred to expert determination and a determination is not made by the expert within 30 days after the expert's acceptance of appointment, or such later date as agreed between the parties; or
    - C. the Dispute is referred to expert determination and a notice of dissatisfaction is given under clause 43.6(a),then the Dispute must be referred to arbitration under clause 44.

## 43.2 Negotiation

- (a) **(Notification):** If a Dispute arises then a party may give notice to the other party requesting that the Dispute be referred for resolution by negotiation between the Chief Executive Officers (or equivalent) of the State and Project Co **(Representatives)**.
- (b) **(Contents of Notice):** A notice under clause 43.2(a) must:
- (i) state that it is a notice under this clause 43; and
  - (ii) include or be accompanied by particulars of the matters which are the subject of the Dispute.
- (c) **(Attempt to resolve Dispute):** If a Dispute is referred for resolution by negotiation under clause 43.2(a), then:
- (i) the Representatives must meet and attempt in good faith to resolve the Dispute (in whole or in part) within 10 Business Days of the date on which the notice under clause 43.2(a) is received (or such later date as the parties may agree); and
  - (ii) any agreement reached between the Representatives will be reduced to writing, signed by or on behalf of each party and will be contractually binding on the parties.



### 43.3 Expert determination

If:

- (a) **(dispute unresolved by Representatives):** a Dispute which has been referred to the Representatives for negotiation in accordance with clause 43.2(a) remains unresolved (in whole or in part) after the expiration of the period for negotiation referred to in clause 43.2(c)(i); and
- (b) **(referral to expert):** either:
  - (i) if the Dispute does not arise in respect of clauses 22, 23 or 34, the parties agree within 20 Business Days after the expiration of the period for negotiation referred to in clause 43.2(c)(i), that the Dispute be referred to an expert for determination; or
  - (ii) if the Dispute arises in respect of clauses 22, 23 or 34,

then those parts of the Dispute which remain unresolved will be referred to an expert for determination under clauses 43.4 to 43.8. For the avoidance of doubt, a Dispute (other than Disputes in respect of a party's rights and obligations under clauses 22, 23 or 34) may only be referred to an expert for determination by agreement of the parties.

### 43.4 Selection of expert

- (a) **(Exchange of lists of 3 preferred experts):** Within 7 Business Days after:
  - (i) the date on which the Dispute is referred to an expert for determination under clause 43.3; or
  - (ii) the notice issued under clauses 22.1(e)(iii) or 23.15,the State and Project Co must exchange lists of 3 persons (in order of preference) who, if appointed, would satisfy the requirements of clause 43.4(d), from whom the expert is to be chosen.
- (b) **(Appointment of person who appears on both lists):** Any person that appears on both lists under clause 43.4(a) will be appointed as the expert to determine a Dispute and if more than one person appears on both lists the person given the highest order of priority by the party that gave the notice under clause 22.1(e)(iii), 23.15 or 43.2(a), will be appointed.
- (c) **(Appointment if no person appears on both lists):** If no person appears on both lists, the party which gave the notice under clauses 22.1(e)(iii), 23.15 or 43.2(a) must procure:
  - (i) the president (or the senior non-executive officer, howsoever described) of the institute or governing body for the technical or professional discipline the subject of the relevant Dispute to nominate the expert, having regard to, but not being bound by, those persons proposed by the parties under clause 43.4(a); or
  - (ii) if there is no governing body for the technical or professional discipline the subject of the relevant Dispute or such governing body advises that it will not nominate an expert, the President of the Australian Centre for International Commercial Arbitration to nominate a person to act as the expert, having regard to, but not being bound by, those persons proposed by the parties under clause 43.4(a).

- (d) **(Appropriate skills):** It is the intention of the parties that the expert appointed to determine a Dispute will be an independent person with appropriate skills having regard to the nature of the matters in dispute.
- (e) **(No entitlement to challenge appointment):** Neither party will be entitled to challenge the appointment of an expert under this clause 43.4 on the basis that the expert does not satisfy the requirements of clause 43.4(d).
- (f) **(Not an arbitration agreement):** Any agreement for expert determination under this Agreement will not constitute an arbitration agreement for the purposes of the *Commercial Arbitration Act 2011* (Vic).
- (g) **(Agreement):** Once an expert is appointed, the State and Project Co must enter into an agreement with the expert on the terms of the Expert Determination Agreement or such other reasonable terms as the expert may require.

### 43.5 Rules of expert determination

The expert determination process will be administered, and the expert will be required to act, under the terms of the Expert Determination Agreement.

### 43.6 Expert finding

- (a) **(Notification):** Subject to clause 43.6(b), the determination of the expert must be in writing and will be final and binding on the State and Project Co unless:
  - (i) if the determination of the expert is made prior to the Date of Tolling Completion, within 10 Business Days of receipt of the determination; or
  - (ii) if the determination of the expert is made on or after the Date of Tolling Completion, within 90 days of the receipt of the determination,a party gives notice to the other party of its dissatisfaction and intention to refer the matter to arbitration in accordance with clause 44.
- (b) **(Final and binding):** The determination of the expert will be final and binding on the State and Project Co where the Dispute includes a Claim for payment of compensation which is less than \$10,000,000 (Indexed).
- (c) **(Amendment to determination):** Upon submission by any party, the expert may amend the determination to correct:
  - (i) a clerical mistake;
  - (ii) an error from an accidental slip or omission;
  - (iii) a material miscalculation of figures or a material mistake in the description of any person, thing or matter; or
  - (iv) a defect in form.

### 43.7 Liability of expert

- (a) **(Liability of expert):** The parties agree:
  - (i) that the expert will not be liable in connection with the expert determination, except in the case of fraud on the part of the expert; and

- (ii) to indemnify the expert against any Claim or Liability in connection with the expert determination, except in the case of fraud on the part of the expert, in which case a Claim may be made against him or her by any person who is party to the Dispute.
- (b) **(Engagement):** The State and Project Co will jointly engage the expert services in connection with the expert determination proceedings and each party will seek a separate Tax Invoice equal to its share of the costs of the expert.

## 43.8 Costs

The State and Project Co must:

- (a) bear their own costs in connection with the expert determination proceedings; and
- (b) pay an equal portion of the costs of the expert.

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## 44. Arbitration

### 44.1 Reference to Arbitration

- (a) **(Dispute):** If:
  - (i) a Dispute:
    - A. which has been referred to the parties' Representatives for negotiation in accordance with clause 43.2(a) remains unresolved (in whole or in part) after the expiration of the period for negotiation referred to in clause 43.2(c)(i); and
    - B. the parties do not agree to refer the Dispute to an expert for determination under clause 43.3(b)(i); or
  - (ii) in the case of a Dispute referred to expert determination under clause 43.3:
    - A. a determination is not made within 30 days of the expert's acceptance of the appointment, or such later date as agreed between the parties; or
    - B. a notice of dissatisfaction is given in accordance with clause 43.6,

then the State or Project Co may notify the other that it requires the Dispute to be referred to arbitration.
- (b) **(Referral):** Upon receipt by the other party of a notice under clause 44.1(a), the Dispute will be referred to arbitration.

### 44.2 Arbitration

- (a) **(ACICA Rules):** Arbitration in accordance with this clause 44 will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Rules) and as otherwise set out in this clause 44.
- (b) **(Seat):** The seat of the arbitration will be Melbourne, Victoria.
- (c) **(Language):** The language of the arbitration will be English.

### 44.3 Appointment of arbitrator

The parties will endeavour to agree on the arbitrator or arbitrators (if the parties agree to appoint three arbitrators), but if no such agreement is reached within 14 Business Days of the Dispute being referred to arbitration in accordance with clause 44.1(b), the arbitrator or arbitrators will be appointed by the Australian Centre for International Commercial Arbitration.

### 44.4 General principles for conduct of arbitration

- (a) **(Conduct of arbitration):** The parties agree that:
- (i) they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any Dispute;
  - (ii) any arbitration conducted in accordance with this clause 44 will not necessarily mimic court proceedings of the seat of the arbitration or the place where hearings take place (if different), and the practices of those courts will not regulate the conduct of the proceedings before the arbitrator; and
  - (iii) in conducting the arbitration, the arbitrator must take into account the matters set out in clauses 44.4(a)(i) and 44.4(a)(ii).
- (b) **(Evidence in writing):** All evidence in chief must be in writing unless otherwise ordered by the arbitrator.
- (c) **(Evidence and discovery):** The rules for evidence and discovery will be the IBA Rules on the Taking of Evidence in International Arbitration current at the date of arbitration.
- (d) **(Oral hearing):** The oral hearing must be conducted as follows:
- (i) any oral hearing must take place in Melbourne, Victoria and all outstanding issues must be addressed at the oral hearing;
  - (ii) the date and duration of the oral hearing must be fixed by the arbitrator at the first preliminary conference. The arbitrator must have regard to the principles set out in clause 44.4(a) when determining the duration of the oral hearing;
  - (iii) oral evidence in chief at the hearing will be permitted only with the permission of the arbitrator for good cause;
  - (iv) the oral hearing must be conducted on a stop clock basis with the effect that the time available to the parties must be split equally between the parties so that each party has the same time to conduct its case unless, in the opinion of the arbitrator, such a split would breach the rules of natural justice or is otherwise unfair to one of the parties;
  - (v) not less than 28 days prior to the date fixed for oral hearing each party must give notice of those witnesses (both factual and expert) of the other party that it wishes to attend the hearing for cross examination;
  - (vi) in exceptional circumstances the arbitrator may amend the date of hearing and extend the time for the oral hearing set in accordance with clause 44.4(d)(ii);

- (vii) a party will not be bound to accept the written evidence of a witness submitted on behalf of the opposing party which is not challenged in cross examination; and
  - (viii) each party is expected to put its case on significant issues in cross examination of a relevant witness called by the opposing party or, where it seeks to challenge the evidence of a witness not called for cross-examination by reference to other evidence, to identify that evidence in its written opening submissions so that the opposing party may know the nature of and basis for the challenge to the witness' written evidence.
- (e) **(Experts):** Unless otherwise ordered, each party may only rely upon one expert witness in connection with any recognised area of specialisation.

#### 44.5 Proportionate liability

To the extent permitted by Law, the arbitrator will have no power to apply or to have regard to the provisions of any proportionate liability legislation which might, in the absence of this clause 44.5, have applied to any dispute referred to arbitration in accordance with this clause 44.

#### 44.6 Extension of ambit of arbitration proceedings

- (a) **(Extending Disputes):** Where:
- (i) a Dispute between the parties to this Agreement is referred to arbitration in accordance with this clause 44; and
  - (ii) there is some other Dispute also between the parties to and in accordance with this Agreement (whenever occurring),
- the arbitrator may, upon application being made to the arbitrator by one or both of the parties at any time before a final award is made in relation to the first-mentioned Dispute, make an order directing that the arbitration be extended so as to include the other Dispute.
- (b) **(Arbitrator's order):** An arbitrator may make an order in accordance with clause 44.6(a) on such terms and conditions (if any) as the arbitrator thinks fit.

#### 44.7 Award final and binding

- (a) **(Final and binding):** Subject to clause 44.7(b), any award will be final and binding on the parties.
- (b) **(Appeal):** Each party consents to any appeal to a court where that appeal is made under the *Commercial Arbitration Act 2011* (Vic) on a question of law arising in connection with an arbitral award made in accordance with this clause 44.

#### 44.8 Continue to perform

Notwithstanding the existence of a Dispute, each party must continue to carry out its obligations in accordance with the State Project Documents.

#### 44.9 Governing Law of arbitration agreement

The Law governing this arbitration agreement is the law of Victoria, Australia.

#### **44.10 Interlocutory relief**

This clause 44 does not prevent a party from seeking urgent interlocutory relief from a court of competent jurisdiction where, in that party's reasonable opinion, that action is necessary to protect that party's rights.

## PART I - OTHER

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### 45. Representations and warranties

#### 45.1 State's representations and warranties

The State represents and warrants for the benefit of Project Co that:

- (a) **(power to execute)**: it has the power to execute, deliver, carry out its obligations and grant the rights under the State Project Documents and all necessary action has been taken to authorise that execution, delivery and performance;
- (b) **(validity)**: each State Project Document constitutes a valid and legally binding obligation on it in accordance with its terms; and
- (c) **(legality)**: the execution, delivery and performance of each State Project Document does not violate any Law to which the State is subject.

#### 45.2 Project Co's representations and warranties

Project Co represents and warrants for the benefit of the State that:

- (a) **(power to execute)**: it has the power to execute, deliver and carry out its obligations under the Project Documents and all necessary action has been taken to authorise that execution, delivery and performance;
- (b) **(legality)**: the execution, delivery and performance of each Project Document to which it is a party does not violate any Law, document or agreement to which it is a party or which is binding on it or any of its assets;
- (c) **(validity)**: each Project Document to which it is a party constitutes a valid and legally binding obligation on it in accordance with its terms;
- (d) **(registration)**: it is duly registered, properly constituted and remains in existence;
- (e) **(no trust relationship)**: except as stated in this Agreement, it is not the trustee or Responsible Entity of any trust nor does it hold any property subject to or impressed by any trust;
- (f) **(no subsidiaries)**: it has no subsidiaries, other than NewCo;
- (g) **(no trading)**: it has not traded since its incorporation, other than for the purposes of:
  - (i) entering into the Project Documents;
  - (ii) acquiring shares in NewCo,

and it has no liabilities other than those that have arisen in connection with the activities referred to in sub-paragraphs (g)(i) and (g)(ii);

- (h) **(no material change)**: there has been no material change in the financial condition of Project Co (since its incorporation) or any other Group Member, the Equity Investors or the Key Subcontractors (since the date of their last audited accounts) which would prejudice the ability of Project Co to perform its obligations under the Project Documents;



- (i) **(information true and correct)**: all information that has been provided to the State is true and correct and Project Co is not aware of any material facts or circumstances that have not been disclosed to the State and which might, if disclosed, materially adversely affect the decision of a prudent person considering whether or not to enter into this Agreement with Project Co; and
- (j) **(no other security interests)**: none of the assets are subject to any Encumbrance other than a Permitted Encumbrance (as each of those terms is defined in the State Security).

### 45.3 Repetition of representation and warranties

Each representation and warranty given by Project Co under this Agreement:

- (a) **(date of Agreement)**: is made on the date of this Agreement; and
- (b) **(repetition)**: will be deemed to be repeated each day during the period from the date of this Agreement to the Expiry Date,

with reference to the facts and circumstances then subsisting.

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## 46. Benefits held on trust

- (a) **(Benefit of indemnities)**: The State holds on trust for its Associates and Public Transport Victoria the benefit of:
  - (i) each indemnity and release given by Project Co under the State Project Documents in favour of the State's Associates and Public Transport Victoria; and
  - (ii) each right in the State Project Documents to the extent that such right is expressly stated to be for the benefit of the State's Associates.
- (b) **(Project Co acknowledgement)**: Project Co acknowledges the existence of such trusts and consents to:
  - (i) the State exercising rights in relation to, or otherwise enforcing such indemnities, releases and rights on behalf of its Associates and Public Transport Victoria; and
  - (ii) the State's Associates and Public Transport Victoria exercising rights in relation to, or otherwise enforcing the indemnities, releases and those rights as if they were a party to the State Project Document.
- (c) **(Benefit of indemnities)**: Project Co holds on trust for the CityLink Parties, Clepco and NewCo the benefit of each right in the State Project Documents to the extent that such right is expressly stated to be for the benefit of the CityLink Parties, Clepco or NewCo (as the case may be).
- (d) **(State acknowledgement)**: The State acknowledges the existence of such trusts and consents to:
  - (i) Project Co exercising rights in relation to, or otherwise enforcing such indemnities, releases and rights on behalf of the CityLink Parties, Clepco or NewCo (as the case may be); and
  - (ii) the CityLink Parties, Clepco or NewCo (as the case may be) exercising rights in relation to, or otherwise enforcing the indemnities, releases and those rights as if they were a party to the State Project Document.

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## 47. Project Co to inform itself

### 47.1 No representations from the State

Subject to, and without limitation to, clause 45, Project Co acknowledges and agrees that the State and any of its Associates have not made and make no representation, and give no warranty or guarantee and owe no duty of care in respect of:

- (a) **(Project Information)**: the accuracy, adequacy or completeness of the Project Information;
- (b) **(Site)**: the Site Conditions, title to the Site or adequacy of or access to the Site and its surroundings for the Project;
- (c) **(Utility Infrastructure)**: the existence, location, condition or availability of any Utility Infrastructure; or
- (d) **(Easements)**: any Easements and rights of way.

### 47.2 Acknowledgments by Project Co

Without limiting clause 47.1, but subject to, and without limitation to, clause 45, Project Co acknowledges and agrees that:

- (a) **(entry into Agreement)**: it enters into this Agreement based on its own investigations, interpretations, deductions, information and determination;
- (b) **(opportunity to investigate)**: it was given the opportunity to itself undertake, and to request others to undertake tests, enquiries and investigations:
  - (i) relating to the subject matter of any Project Information; and
  - (ii) of the Site;
- (c) **(Project Information)**: the Project Information was provided by the State and any of its Associates for the information only of Project Co;
- (d) **(no invitation, offer or recommendation)**: the Project Information does not form part of this Agreement or constitute an invitation, offer or recommendation by or on behalf of the State;
- (e) **(no reliance)**: it did not rely upon any Project Information or any other information, data, representation, statement or document or the accuracy, adequacy, suitability or completeness of the Project Information or other such information, data, representation, statement or document for the purposes of entering into this Agreement or delivering the Project;
- (f) **(State entry into Agreement)**: the State has entered into this Agreement relying upon the warranties, acknowledgements, representations and agreements set out in this Agreement; and
- (g) **(Intellectual Property Rights)**: all Intellectual Property Rights in the Project Information remain the property of the State or any of its Associates or any Site Information Report providers (as the case may be).

### 47.3 Release and indemnity

Subject to, and without limitation to, clause 45.1, Project Co:

- (a) **(indemnity)**: indemnifies the State and its Associates against any Claim or Liability suffered or incurred by the State or its Associates; and
- (b) **(release)**: releases and will procure that its Associates release the State and its Associates from any Claim,

arising in connection with:

- (c) **(reliance)**: the provision of, or the purported reliance upon, or use of, the Project Information by Project Co, an Associate of Project Co or any other person to whom the Project Information is disclosed by Project Co, an Associate of Project Co or any person on Project Co's or the Associate's behalf; or
- (d) **(representations)**: the matters set out in clauses 47.1(a) to 47.1(d).

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## 48. Restrictions on Project Co

- (a) **(Restrictions)**: Project Co must not, and must procure that NewCo does not:
  - (i) conduct any business other than the Project and the carrying out of its obligations and the exercise of its rights under the Project Documents;
  - (ii) acquire or hold any property or incur any liability other than for the purposes of the Project;
  - (iii) enter into contracts with other Consortium Members, the Equity Investors or any of their respective Associates (other than Project Documents);
  - (iv) assume or permit to subsist any liability in favour of other Consortium Members, the Equity Investors or any of their respective Associates (other than pursuant to a Project Document); or
  - (v) make or permit any Distributions prior to the Date of Tolling Completion, without the State's prior consent, other than:
    - (vi) a financing arrangement entered into by Project Co or NewCo as borrower with Funding Co, an Equity Investor, a Wholly Owned Group Member of an Equity Investor or NewCo (in the case of Project Co), or Project Co (in the case of NewCo); and
    - (vii) the acquisition or issue of shares in NewCo,in which case the State's consent is not required.
- (b) **(Consent)**: The State must not unreasonably withhold its consent under clause 48(a)(iii) or clause 48(a)(iv) if the relevant transaction is on arm's length commercial terms.
- (c) **(Deemed consent)**: The parties acknowledge and agree that by entering into this Agreement, the State is deemed to have consented to the following agreements and the transactions contemplated by them as at the date of this Agreement, to the extent such agreements and the transactions contemplated by them require the State's consent under clause 48(a):
  - (i) the FMS Agreement;
  - (ii) the Network Tolling Agreement;

- (iii) the Roaming Agreement;
- (iv) the WGT Call Option Deed;
- (v) the WGT Co Equity Subscription Deed;
- (vi) the Concession Enhancement Payment Deed;
- (vii) the NewCo Equity Note Deed Poll;
- (viii) the NewCo Works Loan Agreement;
- (ix) the CLUT Works Loan Agreement;
- (x) the West Gate Tunnel – CityLink Umbrella Deed;
- (xi) the DCOM Interface Deed;
- (xii) the Availability Fee Letter (in the form of that letter as at the date of this Agreement) given by Project Co for the benefit of Funding Co, provided that prior to making a payment under the letter, Project Co must obtain the State's prior consent to the source of funds for that payment (with such consent not to be withheld if the source of funds will not adversely affect the right or Liability of, or risks accepted by, the State);
- (xiii) the Development Costs Fee Letter between Project Co and Transurban Limited dated on or about the date of this Agreement; ~~and~~
- (xiv) the Project Co Equity Note Deed Poll insofar as it relates to monies received under the Additional State Contributions Schedule; and;
- ~~(xiv)~~ (xv) the New Equity Contribution Deed.

- (d) **(Tax consolidation):** Project Co undertakes to ensure that for so long as it is a member of any tax consolidation arrangement contemplated by the *Income Tax Assessment Act 1997 (Cth)* or GST grouping arrangement contemplated by the GST Law, it will be party to (as applicable):
- (i) a valid tax sharing agreement in accordance with section 721-725 of the *Income Tax Assessment Act 1997 (Cth)* and tax funding agreement in respect of such consolidation arrangement; and
  - (ii) a valid indirect tax sharing agreement in accordance with s 444-90 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* in respect of such GST grouping arrangement,

in each case in form and substance satisfactory to the State.

- (e) **(GST grouping for NewCo):** Project Co undertakes to ensure that, for so long as Project Co is a member of any GST grouping arrangement contemplated by the GST Law, NewCo will be:
- (i) a member of the same GST grouping arrangement as Project Co; and
  - (ii) a party to a valid indirect tax sharing agreement in accordance with section 444-90 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* in respect of such GST grouping arrangement in form and substance satisfactory to the State.

- (f) **(Maintenance of tax sharing agreements):** Project Co will take all actions necessary or appropriate to ensure that any tax sharing agreement or indirect tax sharing agreement referred to in clause 48(d) or clause 48(e)(ii) is, at all times, valid, and in form and substance satisfactory to the State, including:
- (i) making any amendments, additions or deletions, which are in form and substance satisfactory to the State, to such an agreement as and when necessary or appropriate to ensure that the agreement is valid in respect of all relevant tax liabilities from time to time; and
  - (ii) providing, or procuring that the head company or representative member of relevant group provides, a copy of the relevant agreement to the Commissioner of Taxation as and when required to ensure that the agreement is valid in respect of any and all relevant tax liabilities from time to time.
- (g) **(Agreement not valid):** For the purposes of this clause 48 but without limitation, a tax sharing agreement or indirect tax sharing agreement will not be considered valid in respect of a tax liability if Project Co or NewCo is or becomes liable to pay the Commissioner of Taxation an amount in respect of that tax liability which is greater than the contribution amount of Project Co or NewCo (as applicable) in respect of that tax liability as determined in accordance with the relevant agreement.

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## 49. Assignment, amendments and change in ownership

### 49.1 Assignment, amendment to Project Documents and other dealings

- (a) **(Restrictions):** Except as expressly permitted by this Agreement, the Finance Direct Deed, the Other Financing Documents, ~~or the State Security~~ or the Settlement Direct Provisions, Project Co must not, and must procure that NewCo does not, without State consent:
- (i) assign, sell, novate, transfer, (subject to clause 36.2(b)) mortgage or charge, create or allow to exist any Security Interest over, or otherwise deal with all or any part of its interest in, or obligations under;
  - (ii) lease, license, transfer, sell, dispose of, part with possession of, or otherwise deal with;
  - (iii) make or permit any amendment to, replacement of or waiver of a provision of;
  - (iv) terminate, surrender, rescind or accept repudiation of; or
  - (v) enter into any agreement or arrangement which affects the operation or interpretation of,
- any of the Project Documents (each an **Amendment** for the purpose of this clause 49), or the whole or any part of the Construction Areas, Maintenance Areas, Leased Area or the Relevant Infrastructure.
- (b) **(Exceptions):** Clauses 49.1(a)(iv) to 49.1(a)(vi) (and clause 49.1(a)(i) in respect of clause 49.1(b)(i) only) do not apply in respect of:
- (i) an Amendment in respect of a Finance Document or an Other Financing Document, other than an Amendment which gives rise to a Refinancing, in which case it is to be dealt with in accordance with clause 36;

- (ii) a Share Capital Dealing, which is to be dealt with in accordance with clauses 49.2 to 49.7;
  - (iii) any Amendment for which consent has been sought by Project Co under clause 10.4(a); or
  - (iv) any Amendment which is expressly permitted or contemplated by the Project Documents.
- (c) **(Notice of intended Amendment):** If Project Co requires an Amendment, it must submit to the State a written request seeking its consent. Such a request must set out:
- (i) the Amendment and the reasons for it;
  - (ii) the response or anticipated response of any other party to the Project Documents regarding the Amendment;
  - (iii) the response or anticipated response of any assignee or incoming party of the Project Documents to the Amendment; and
  - (iv) copies of any documents relevant to Project Co's request.
- (d) **(State to advise):** The State must advise Project Co, within:
- (i) 15 Business Days of receiving its request under clause 49.1(c), that:
    - A. it consents to the Amendment; or
    - B. the Amendment is unacceptable to it and the reasons why the Amendment is unacceptable; and
  - (ii) 10 Business Days of receiving its request under clause 49.1(c) if it requires further information from Project Co regarding the Amendment, in which case Project Co must provide the additional information sought by the State within a further period of 10 Business Days, and this clause 49.1(d) will apply again to that Amendment.
- (e) **(Failure to respond):** If the State fails to respond for any reason within the period specified under clause 49.1(d)(i) in relation to an Amendment in respect of a Project Document, which is not a State Project Document:
- (i) Project Co may send a reminder notice; and
  - (ii) if that notice is not responded to within 7 Business Days, the State will be deemed to have given its consent to such Amendment.

## 49.2 Restrictions on Share Capital Dealings

Subject to clause 49.4 and except as contemplated in the State Equity Subscription Deed, the WGT Co Equity Subscription Deed, [the New Equity Contribution Deed](#) or the WGT Call Option Deed, Project Co must not and must ensure that each Group Member does not:

- (a) **(restrictions):** allow Project Co or NewCo, at any time, to:
  - (i) redeem, repurchase, defease, retire or repay any share capital or units in Project Co or NewCo, or resolve to do so;

- (ii) issue or agree to issue any share capital or units in Project Co or NewCo;
  - (iii) issue or agree to issue any warrants or options over any unissued share capital or units in Project Co or NewCo;
  - (iv) permit or suffer any change to (or transfer of), the issued share capital or units in Project Co which results in Project Co ceasing to be directly and beneficially wholly owned and controlled by Transurban Holdings Limited;
  - (v) permit or suffer any change to (or transfer of), the issued share capital or units in NewCo which results in NewCo ceasing to be directly and beneficially controlled by Project Co; or
  - (vi) permit the transfer of unitholder or shareholder loans (or other loans in the nature of equity funding) from an Equity Investor to a party other than one wholly owned and controlled by that Equity Investor;
- (b) **(no Change in Control)**: at any time, permit or suffer any Change in Control of a Consortium Member; or
- (c) **(no Change in trustee)**: permit or suffer a change in the manager, trustee or Responsible Entity of any Group Member that is a trust,

(each a **Share Capital Dealing**), without the State's prior consent which must be requested by notice from Project Co to the State, provided that nothing in this clause 49.2 limits the repayment of amounts under a Finance Document.

### 49.3 State's right to withhold consent

Subject to clauses 49.4(b), 49.5 and 49.7, the State may only withhold its consent to a proposed Share Capital Dealing if the State is of the opinion (acting reasonably) that:

- (a) the proposed new Equity Investor or Equity Investors (or any direct or indirect holding entity of the new Equity Investor or Equity Investors):
  - (i) is or are not Solvent and reputable; or
  - (ii) has or have an interest or duty which conflicts or may conflict in a material way with the interests of the State; or
- (b) the proposed Share Capital Dealing:
  - (i) is against the public interest;
  - (ii) would adversely affect the ability or capability of Project Co or NewCo (as applicable) to carry out their obligations in accordance with any Project Document;
  - (iii) is reasonably likely to lead to a Probity Event;
  - (iv) would, in respect of a Change in Control of a Consortium Member (who is not an Equity Investor) result in the Consortium Member being Controlled by an entity that:
    - A. has an interest or duty which conflicts or may conflict in a material way with the interests of the State; or



- B. does not have a sufficient level of financial, managerial and technical capacity to deliver the relevant aspects of the Project for which the Consortium Member is responsible;
- (v) would have a material adverse effect on the Project; or
- (vi) would increase the Liability of, or risks accepted by, the State under the State Project Documents or in any other way in connection with the Project.

#### 49.4 Permitted Share Capital Dealings and on-market acquisitions

- (a) **(Permitted Share Capital Dealings):** Project Co may effect, permit, suffer or allow a Permitted Share Capital Dealing at any time without the State's prior consent, provided that Project Co provides notice to the State of the proposed Permitted Share Capital Dealing as soon as reasonably practicable and, in any event, not less than 5 Business Days prior to the Permitted Share Capital Dealing.
- (b) **(On-market acquisitions):** If:
  - (i) a Share Capital Dealing by way of a Change in Control occurs due to the transfers of shares or other interests which are listed on a stock exchange; and
  - (ii) the consent of the State is required under this Agreement but could not have been obtained prior to the Share Capital Dealing, that consent must be sought immediately after the Share Capital Dealing, and Project Co must procure that the Controlling Entity ceases to have the Control which resulted in the Change in Control within 60 Business Days after receiving any notice under clause 49.5 that the State does not consent to the Change in Control (and a failure to do so will be a deemed Major Default and not a breach of clause 49.2(b)).

#### 49.5 Consent to a Share Capital Dealing

The State must advise Project Co, within 10 Business Days (or such longer period as the State reasonably requests given the nature of the proposed Share Capital Dealing) of receiving Project Co's request for consent in accordance with clause 49.2 or 49.4, whether:

- (a) **(consent):** it consents to the Share Capital Dealing;
- (b) **(unacceptable):** subject to clause 49.3, the Share Capital Dealing is unacceptable to it and the reasons why the Share Capital Dealing is unacceptable; or
- (c) **(further information):** it requires further information from Project Co regarding the Share Capital Dealing, in which case Project Co must provide the additional information sought by the State within a further period of 10 Business Days, after which the State must respond in terms of clause 49.5(a) or 49.5(b) within 10 Business Days.

#### 49.6 Costs relating to a Share Capital Dealing

Project Co must pay the State its costs (including legal and financial advisers' fees) reasonably incurred in relation to considering or consenting to a proposed Share Capital Dealing.

## 49.7 Designated Investor

Subject to clause 49.4, Project Co must ensure that the Designated Investor continues to hold at least the percentage set out in the Ownership Schedule of the total issued securities in Project Co until the second anniversary of the Date of West Gate Tunnel Completion.

## 49.8 Initial status of ownership

Project Co represents and warrants that, as at Financial Close, it will be owned and Controlled as set out in the Ownership Schedule.

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## 50. Financial Model

### 50.1 Provision of the Base Case Financial Model

Project Co must provide to the State Representative on the date of this Agreement Project Co's audited financial model for the Project as at that date in the form and substance approved by the State (**Base Case Financial Model**).

### 50.2 Updates to the Financial Model

(a) (**Annual updates**): No later than 30 September each year throughout the Term, Project Co must provide the State with:

(i) an updated Financial Model which reflects:

A. Actual Revenue and Actual Costs; and

B. any material changes to projections of Net Operating Cashflows,

since the previous update to the Financial Model under this clause 50.2 or (if later) a variation to the Base Case Financial Model was agreed;

(ii) if the updated Financial Model includes material changes to the projections of the Net Operating Cashflows, details of the changes reflected in the revised projection of the Net Operating Cashflows; and

(iii) a statement reconciling the updated Financial Model with the audited financial statements of Project Co.

(b) (**Warranty**): Project Co warrants and must ensure that the Financial Model incorporates relevant and accurate data at the time that it is provided to the State under this Agreement.

### 50.3 Varying the Base Case Financial Model

The Base Case Financial Model, including the Notional Cost Profile and the Base Case Projected Revenue, must be varied in accordance with this clause 50 upon the occurrence of any of the following events (each a **Model Variation Event**):

(a) a:

(i) Relief Event (other than an event described in paragraph (d) of the definition of Relief Event);

(ii) Compensable Enhancement; and

- (iii) to the extent agreed or determined under the Adjustment Event Schedule, Adjustment Event,

which results in a permanent adjustment to the Project Equity, the projected debt as set out in the Notional Debt Profile, the Projected Revenue or the projected costs as set out in the Notional Cost Profile (including where the State elects that Project Co obtain funding for a Change Compensation Event in accordance with sections 4.2(b) and 4.2(c) of the Change Compensation Principles);

- (b) the expiration of the "PAM Election Period" set out in the Pre-Agreed Modification Schedule in respect of the M80 Interface Works without the State having issued a Pre-Agreed Modification Election Notice in respect of the M80 Interface Works; and
- (c) any other event which Project Co and the State agree to be a Model Variation Event.

#### 50.4 Principles for variations to the Base Case Financial Model

When a Model Variation Event occurs, the parties acknowledge and agree that the Base Case Financial Model will be varied by:

- (a) taking into account only the amounts determined in accordance with this Agreement including the Change Compensation Principles, as agreed between the State and Project Co, or as determined in accordance with clauses 43 to 44; and
- (b) having regard to, but not incorporating, actual and historical data.

#### 50.5 Procedures for variations to the Base Case Financial Model

- (a) **(Project Co proposal):** Project Co must propose the variation by notice to the State Representative within 15 Business Days of the Model Variation Event occurring, giving full details of the assumptions and calculations used.
- (b) **(Negotiate):** As soon as practicable, but no later than 20 Business Day after Project Co issues a notice to the State in accordance with clause 50.5(a), the State and Project Co must negotiate in good faith to determine the variations to the Base Case Financial Model.
- (c) **(Determination of matter):** If the parties do not reach agreement within 60 Business Days after commencing the negotiations contemplated by clause 50.5(b), then either the State or Project Co may refer the matter for resolution in accordance with clauses 43 and 44.
- (d) **(Amendment):** If the variation to the Base Case Financial Model is agreed or determined, Project Co must promptly amend the Base Case Financial Model accordingly.

#### 50.6 Access to information

At the same time as it provides a proposed variation to the Base Case Financial Model under clause 50.5(a), Project Co must provide the State Representative and any other authorised representatives of the State with:

- (a) full access to electronic copies of the varied Base Case Financial Model;
- (b) a log of all changes that have been made to the Base Case Financial Model;
- (c) all supporting calculations; and

- (d) any other information reasonably requested by the State,

for a Model Variation Event, including the ability to access that information, and relevant passwords or other access information.

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## 51. Records and auditing obligations

### 51.1 Accounts and records

- (a) **(Proper books of account):** Project Co must keep proper books of account and all other records (**Accounts and Records**) it has relating to the Project, and must ensure that each other Group Member, the D&C Subcontractor (during the D&C Phase) and OpCo (during the O&M Phase) does likewise.
- (b) **(Annual audit):** Project Co must have its accounts audited annually on both an unconsolidated basis and on a consolidated basis (to the extent that Project Co is part of a consolidated entity, within the meaning of the Corporations Act) and must ensure that:
- (i) each other Group Member and OpCo (during the O&M Phase) does likewise; and
  - (i) during the D&C Phase, the D&C Subcontractor:
    - A. has its accounts audited annually on a consolidated basis (to the extent that the D&C Subcontractor is part of a consolidated entity, within the meaning of the Corporations Act); and
    - B. where available, provides to the State and Project Co annually its accounts on an unconsolidated basis.
- (c) **(Accounting principles):** Project Co must ensure that its Accounts and Records are prepared in accordance with the Corporations Act and generally accepted Australian accounting principles and practices consistently applied, and fairly represent its operations and financial condition or consolidated financial position (as the case may be) and must ensure that each other Group Member does likewise.
- (d) **(Availability of accounting records):** Project Co must ensure that its Accounts and Records are available to the State and any person authorised by the State at any time during Business Hours (subject to receiving 2 Business Days' notice from the State) during the Term for examination, audit, inspection, transcription and copying, and must ensure that each other Group Member does likewise.
- (e) **(Availability of accounting records if Agreement is terminated):** Without limiting its obligations in accordance with clause 28, if this Agreement is terminated, Project Co must give to the State and its Associates access to all of its Accounts and Records which are necessary for the carrying out of the Project Activities, and must ensure that each other Group Member does likewise.

### 51.2 Financial statements

- (a) **(Audited financial statements):** As soon as practicable (and in any event not later than 120 days) after:
- (i) in respect of Project Co, each Group Member and OpCo, the close of each Financial Year; and

- (ii) in respect of the D&C Subcontractor, the close of each Financial Year (D&C),

Project Co must give to the State certified copies of the consolidated (if applicable) and unconsolidated audited financial statements for:

- (iii) the previous Financial Year for Project Co and each Group Member and, if requested by the State, OpCo (during the O&M Phase); and
  - (iv) if requested by the State, the previous Financial Year (D&C) for the D&C Subcontractor (during the D&C Phase).
- (b) **(Cashflow and profit and loss statements)**: Not later than 30 days after the end of each Quarter, Project Co must give to the State certified copies of cashflow and profit and loss statements, and must ensure that each other Group Member does likewise.

### 51.3 Other information

Project Co must give to the State the following information:

- (a) **(copies)**: copies of all documents or information given or received by any Group Member to or from the Australian Securities & Investments Commission or Australian Stock Exchange Limited, promptly after the information is first given or received;
- (b) **(counterparty changes)**: details of any changes to the Counterparty Details within 20 Business Days after the change; and
- (c) **(other information)**: such other information relating to the Project as the State may reasonably require from time to time including any reports prepared by, or on behalf of, Project Co in relation to the Project Activities.

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## 52. Intellectual Property Rights

### 52.1 Warranties

Project Co warrants to the State that:

- (a) **(No infringement or rights)**: no Intellectual Property Rights, Moral Rights or other rights of any person will be infringed or breached:
  - (i) by the performance of the Project; or
  - (ii) by:
    - A. use or enjoyment of any Project Co Material or any Relevant Infrastructure; or
    - B. use or exercise of any Project Intellectual Property Rights,by the State, any of its Associates or any person nominated or authorised by the State in connection with this Agreement (including Project Co and its Associates); and
- (b) **(ownership of rights)**: it owns, or has the authority to grant the rights granted or effect the assignment made (as applicable) under this clause 52 in respect of, the Project Intellectual Property Rights and neither:

- (i) the exercise of those rights by the State, any of its Associates or any person nominated or authorised by the State in connection with this Agreement; nor
- (ii) the possession or use of any materials in which those rights subsist in connection with this Agreement,

will give rise to any Liability on the part of the State, any of its Associates or any person nominated or authorised by the State on account of an infringement of any rights of a third party, including to pay any compensation (including any royalty) to any person, or give rise to a right entitling any person to make a Claim against the State, any of its Associates or any person nominated or authorised by the State for any attribution or acknowledgment or rectification in relation to the Project Intellectual Property Rights or any materials in which they subsist.

## 52.2 Grant of licence

Project Co:

- (a) **(grant)**: grants to the State;
- (b) **(procure of grant)**: without limiting Project Co's obligations under clause 52.5, must procure that each of its Associates who own or are licensed to use the relevant Project Intellectual Property Rights grants to the State (with effect from the date the relevant Project Intellectual Property Rights come into existence); and
- (c) **(all things necessary)**: must do all things necessary to give effect to the grant to the State of,

a world-wide, perpetual, irrevocable, non-exclusive, transferable, royalty-free licence (including the right to sub-license) to use, reproduce, modify, adapt, develop, communicate to the public or otherwise exploit the Project Co Material, and to exercise all or any of the Project Intellectual Property Rights, for the purposes of:

- (d) **(Project)**: the Project (including, where this Agreement is terminated for any reason) , to complete any Project Activities which have not been:
  - (i) carried out; or
  - (ii) carried out in accordance with the applicable State Project Documents, as at the date of termination;
- (e) **(State Project Documents)**: the exercise of the rights of the State or its Associates in accordance with the State Project Documents (including its step-in rights in accordance with clause 37);
- (f) **(Project Co Material and Relevant Infrastructure)**: the procurement, design, supply, construction, installation, production, commissioning, completion, operation, maintenance, repair and alteration of the Project Co Material or the Relevant Infrastructure on and from the Expiry Date;
- (g) **(other infrastructure)**: the procurement, design, supply, construction, installation, production, commissioning, completion, operation, maintenance, repair and alteration, during and after the Term, of any other project involving the transport network or the implementation of any infrastructure undertaken by or on behalf of the State within Victoria; and

- (h) **(interfaces):** the procurement, funding, financing, design, supply, construction, installation, production, commissioning, completion, operation, maintenance, repair and alteration of any thing (including infrastructure, equipment, computer hardware, computer software and computer or telecommunications systems) which interfaces or interoperates with, or which is located (in whole or in part) under, on or above any Project Co Materials or any Relevant Infrastructure during and after the Term.

### 52.3 Project Co Material and Relevant Infrastructure

Without limiting Project Co's other obligations under this Agreement with respect to the delivery of any Project Co Material or any Relevant Infrastructure, Project Co will provide, and procure that its Associates provide, all documentation, information and assistance and materials as the State may reasonably require for the State's:

- (a) use or enjoyment of the Works, Project Co Material or Relevant Infrastructure; or
- (b) use and exercise of the Project Intellectual Property Rights;

in connection with this Agreement (where such use, enjoyment or exercise does not involve the exercise of any Project Intellectual Property Rights in a manner not permitted under this Agreement), including by making any Project Co Material not forming part of the Works available to the State in such form as the State may reasonably require for that purpose.

### 52.4 Indemnities

- (a) **(Intellectual Property Rights, Moral Rights or other rights):** Project Co must indemnify the Indemnified Persons against any Claim or Liability brought against, suffered or incurred by the Indemnified Persons arising in connection with any infringement, violation, alleged infringement or alleged violation by Project Co or any of its Associates or any Indemnified Person of any Intellectual Property Rights, Moral Rights or other rights of any person or any Liability which any one or more of the Indemnified Persons may have to pay compensation (including any royalty) to a third party or make any attribution or acknowledgement or rectification in relation to any Project Intellectual Property Rights, any Project Co Material or any Relevant Infrastructure, in connection with:
  - (i) the Project; and
  - (ii) in the case of the Indemnified Persons:
    - A. using or enjoying the Project Co Material or the Relevant Infrastructure as delivered by or on behalf of Project Co to the State or as modified from time to time (but not to the extent that any Claim or Liability arises from any modification made by the State or third parties engaged by the State which is not as directed or approved by Project Co) in connection with this Agreement; or
    - B. using or exercising the Project Intellectual Property Rights (except to the extent such use or exercise is in a manner contrary to the terms of this clause 52).
- (b) **(Breach of warranties):** Project Co must indemnify the Indemnified Persons against any Claim or Liability brought against, suffered or incurred by the Indemnified Persons arising from any breach of the warranties set out in clause 52.1.
- (c) **(Indemnities under clause 52.4(a)):** In relation to any Claim or Liability for which an Indemnified Person seeks to be indemnified under clause 52.4(a) or 52.4(b):



- (i) Project Co may (subject to Project Co confirming to the State that the Claim or Liability is the subject of the indemnity in clause 52.4(a) or 52.4(b)) conduct any defence or settlement in connection with any such Claim or in relation to any such Liability, provided that Project Co:
    - A. keeps the State informed of all material steps in relation to the conduct of any defence or settlement;
    - B. consults with, and complies with all reasonable requirements of, the State in relation to such defence or settlement including complying with the Model Litigant Guidelines; and
    - C. ensures that no settlement is made on terms which involve any admission of liability on the part of any Indemnified Person without the prior consent of that Indemnified Person;
  - (ii) the State must use reasonable endeavours to ensure Indemnified Persons provide all cooperation reasonably required by Project Co in relation to such defence; and
  - (iii) to the extent that the Claim or Liability under clause 52.4(a) or 52.4(b) comes to the attention of the State before it comes to the attention of Project Co, the State will notify Project Co of the Claim or Liability.
- (d) **(Interference with use or enjoyment of Project Co Material or the Relevant Infrastructure):** If a Claim or Liability referred to in clause 52.4(a) substantially interferes with the Indemnified Persons' use or enjoyment of any Project Co Material, any Relevant Infrastructure or the use or exercise of any Project Intellectual Property Rights, or the State reasonably believes, in consultation with Project Co, that such Claim or Liability may substantially interfere with such use or enjoyment, Project Co will (at the State's option, and without limiting any of the State's other rights under any Project Document):
- (i) replace the Project Co Material or the Relevant Infrastructure or the subject matter of the relevant Project Intellectual Property Right, without additional charge with a non-infringing product or service of at least equivalent functionality and performance, and which otherwise meets all relevant requirements for that Project Co Material or the Relevant Infrastructure in accordance with the Project Documents;
  - (ii) modify the Project Co Material or the Relevant Infrastructure or the subject matter of the relevant Project Intellectual Property Right to overcome the infringement without additional charge and without materially impeding functionality or performance or rendering it non-compliant with any relevant requirements for that Project Co Material or the Relevant Infrastructure in accordance with the Project Documents; or
  - (iii) obtain a licence for the Indemnified Persons to continue use and enjoyment of the Project Co Material or the Relevant Infrastructure or the subject matter of the relevant Project Intellectual Property Right in accordance with the licence granted under clause 52.2 and pay any additional fee required for such licence.
- (e) **(Intellectual Property Rights):** Neither the State's rights nor Project Co's liabilities or obligations, whether under this Agreement or otherwise according to Law, in connection with Intellectual Property Rights, will be limited by the terms of this clause 52.4.
- (f) **(Indemnified Persons):** For the purposes of this clause 52.4, the Indemnified Persons are each of:

- (i) the State;
- (ii) the State's Associates; and
- (iii) any person nominated or authorised by the State (including the respective sub-licensees of the State and its Associates) to use any Intellectual Property Rights.

## 52.5 Moral rights

If Project Co, in the course of carrying out the Project Activities, makes use of any work or other subject matter in which copyright subsists (**Material**), Project Co will procure from every person (including any officer, employee, agent, consultant or Subcontractor of Project Co or any of its Associates) who is an author of that Material a consent which is valid and effective under the *Copyright Act 1968* (Cth) and signed by that person by which (to the maximum extent permitted by Law) that person irrevocably and unconditionally consents to the State, any of its Associates and any person nominated or authorised by the State (including sub-licensees), Project Co and its Associates and any person authorised to do acts comprised in the copyright (**Beneficiaries**):

- (a) (**exercise of rights**): using, disclosing, reproducing, transmitting, exhibiting, communicating, adapting, publishing or otherwise exercising its rights in relation to the Material anywhere in the world in whatever form any of the Beneficiaries thinks fit (including the making of any distortions, additions or alterations to the Material or any adaptation thereof, or to any part of the Material or of any adaptation of the Material in a manner which, but for the consent, infringes or may infringe that person's Moral Rights in the Material); and
- (b) (**no identification**): using, disclosing, reproducing, transmitting, exhibiting, communicating, adapting, publishing or otherwise exercising its rights in relation to the Material or any adaptation thereof (or any part of the Material or of any such adaptation) anywhere in the world without making any identification of that person in relation to the Material.

## 52.6 Third Party Materials

- (a) (**Application of Third Party Intellectual Property Rights**): Clauses 52.2 and 52.5 will not apply to any Intellectual Property Rights that are Third Party Intellectual Property Rights if, and only to the extent that:
  - (i) the material the subject of the relevant Intellectual Property Rights (the **Third Party Material**) does not form part of or is not necessary or desirable in order for the State or its nominee to use, operate and maintain the Critical Systems and is generally commercially available on reasonable commercial terms to members of the public who are willing to pay the appropriate licensing fee;
  - (ii) Project Co and its Associates have been unable (despite their reasonable endeavours) to procure from the relevant third party the right to grant the licences in clause 52.2 and form of consents required by clause 52.5 in respect of that Third Party Material;
  - (iii) Project Co has notified the State that it has been unable to procure the necessary licence rights and form of consent for that Third Party Material;
  - (iv) Project Co has used its best endeavours to procure a licence and consent for the State in respect of that Third Party Material (whether from Project Co or the relevant third party) on terms as close as possible

to the terms of clauses 52.2 and 52.5, and has notified the State of those terms; and

- (v) the State has given its approval to the Third Party Material being excluded from the subject matter of the licenses and consents granted in clauses 52.2 and 52.5. This approval may be given at the State's sole discretion, and is subject to such conditions as the State sees fit.
- (b) **(No State approval):** The State not giving its approval in accordance with clause 52.6(a)(v) will not relieve Project Co from any of its obligations under this Agreement or any of the Project Documents.
- (c) **(State withdraws approval):** If the State has reasonable grounds to withdraw, and notifies Project Co that it has withdrawn, its approval under this clause 52.6 in respect of any Third Party Material, Project Co must use its reasonable endeavours to immediately procure for the State from the relevant third party (or parties), at Project Co's sole cost and expense, all licences necessary under the terms of this Agreement in respect of that Third Party Material.
- (d) **(Procurement of licences to Third Party Material):** If the State approves certain Third Party Material being excluded from the subject matter of the licenses and consents granted in clauses 52.2 and 52.5 and instead being licensed to the State on certain terms notified under clause 52.6(a)(iv), Project Co must immediately grant to the State or procure from the relevant third party a licence for the State (as the case may be) on those terms.

## 52.7 Subcontractor Materials

- (a) In respect of Subcontractor Materials, this clause 52 is subject to the exceptions and qualifications set out in Subcontractor IP Exceptions Schedule.
- (b) If:
  - (i) the terms on which computer software forming part of the Subcontractor Materials is licensed to Project Co or its Associate (as applicable) are varied or replaced after the Date of Tolling Completion; or
  - (ii) that computer software is replaced during the Term with alternative software that is licensed to Project Co or its Associate (as applicable) on terms that differ from those applicable to the replaced computer software,

that modified computer software or replacement computer software will cease to be considered part of the Subcontractor Materials for the purposes of clause 52.2 on and from the date that the terms are varied or replaced, or the differing terms come into effect (as applicable) (provided that Project Co must use reasonable endeavours to avoid any new or varied terms which materially diminish the rights of the licensee) and any new or varied terms must comply with the terms on which Project Co is required to license the relevant software to the State (or its nominee) under clause 52.2 of Schedule 33 (including any exceptions agreed through following the process in clause 52.6(b) of Schedule 33).

## 52.8 Relevant Systems and Existing Tolling Software

In respect of any Relevant Systems or Existing Tolling Software, clause 52 will apply to those Relevant Systems or that Existing Tolling Software as set out in Schedule 33.

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## 53. Confidential Information

### 53.1 General duty of confidence

Each party (**Recipient**) must treat as secret and confidential all Confidential Information of the other party (**Discloser**), and must not disclose and ensure that its Associates do not disclose any Confidential Information of the Discloser to a third party, except to the extent that:

- (a) the Discloser consents to such disclosure in writing;
- (b) the information disclosed is information which the Recipient acquires from a source other than the Discloser or an Associate of the Discloser, and is made in accordance with rights granted to the Recipient by that source (to the extent the Recipient ought not reasonably to have been aware at the time of making its disclosure that the information was provided to the Recipient by the relevant source in breach of an obligation of confidence), provided that the information acquired by the Recipient from the other source was not:
  - (i) itself derived from Confidential Information of the Discloser provided to the other source by or on behalf of the Discloser; or
  - (ii) provided by or on behalf of the Discloser to the other source, in that source's capacity as an Associate of the Discloser, for the purposes of the Project; or
- (c) disclosure of the information is permitted under clause 53.2 or clause 53.3.

### 53.2 Confidential Information and disclosure by the State

- (a) (**Public Disclosure Obligations**): The State or any Authority may disclose any information in connection with the Project (including, (subject to clauses 53.2(d) and 53.2(e)) any Confidential Information of Project Co) only:
  - (i) in accordance with or to the extent required to comply with Laws;
  - (ii) to satisfy the disclosure requirements of the Victorian Auditor-General;
  - (iii) to satisfy the requirements of Parliamentary accountability;
  - (iv) where the disclosure is in the course of the official duties of the Treasurer of Victoria, the Victorian Minister for Roads and Roads Safety, the Department of Economic Development Jobs, Transport and Resources or VicRoads;
  - (v) to any Associate of the State or any person authorised or nominated by the State to the extent necessary for the purpose of the Project provided they agree to maintaining the confidentiality of any such Confidential Information;
  - (vi) [not used];
  - (vii) in the case of any Minister of the Crown, to fulfil his or her duties of office;
  - (viii) to satisfy public accountability or transparency obligations of the State or an Authority or the requirements of Government policy;

- (ix) to satisfy any conditions of a funding agreement with the Commonwealth Government or any other disclosure requirements of the Commonwealth Government;
- (x) in accordance with the Market-led Proposal Guidelines;
- (xi) in annual reports of the State;
- (xii) in accordance with the policies of the Victorian government; or
- (xiii) to satisfy any other recognised public requirement,

**(Public Disclosure Obligations)** and Project Co must use all reasonable endeavours to assist the State or an Authority in meeting its Public Disclosure Obligations.

- (b) **(Other purposes):** Subject to clause 53.2(e), the State or any Authority may disclose any information in connection with the Project (including any Confidential Information of Project Co) in connection with the requirements of the State Project Documents (including any tender process required to be conducted under the Change Compensation Principles).
- (c) **(State's rights):** Subject to clause 53.2(d), in meeting its Public Disclosure Obligations, the State may publish, disclose or make generally available each Project Document on a Victorian Government website.
- (d) **(Confidential information):** Subject to clauses 53.2(e) and 53.2(f), the State will not publish, disclose or otherwise make generally available Confidential Information of Project Co, except to comply with the Public Disclosure Obligations or as permitted under clause 53.2(b). For the avoidance of doubt, the provision of Confidential Information to an Authority (other than a local government authority, local council or a person referred to in paragraph (b) of that definition) does not constitute publication, disclosure or generally making information available by the State for the purposes of this clause 53.2(d).
- (e) **(Disclosing Confidential Information):** Where:
  - (i) subject to clause 53.2(e)(ii), the State intends to disclose information which is specified in the Confidential Information Schedule in accordance with the Public Disclosure Obligations or as permitted by clause 53.2(b), the State must:
    - A. where reasonably practicable, provide notice to Project Co in advance of such disclosure and consult with Project Co on the content and form of the information; and
    - B. where it is not reasonably practicable to provide notice in advance, advise Project Co of the disclosure as soon as practicable after the State becomes aware that the disclosure is required to be made;
  - (ii) the State intends to disclose Project Co Commercially Sensitive Information in accordance with the Public Disclosure Obligations (other than in accordance with the Public Disclosure Obligations under clauses 53.2(a)(i), 53.2(a)(ii) and 53.2(a)(iii)) the State must, in advance of such disclosure, notify, and consult with, Project Co regarding the proposed disclosure of the Project Co Commercially Sensitive Information, and where Project Co disagrees (acting reasonably and taking into account the nature and circumstances of the proposed disclosure) with the

State's proposed disclosure of the Project Co Commercially Sensitive Information:

- A. Project Co may request the matter be escalated to discussion between the Chief Executive Officers (or equivalent) of the State and Project Co who must meet as soon as practicable and, in any event within 3 Business Days of the notice provided by the State in accordance with this clause 53.2(e)(ii); and
  - B. if following such discussion, the State reasonably believes that disclosure is still necessary for the purposes of the Public Disclosure Obligations or clause 53.2(b), the State:
    - 1) subject to clause 53.2(e)(ii)2), may disclose the Project Co Commercially Sensitive Information solely to the extent necessary for the purposes of the Public Disclosure Obligations or clause 53.2(b); and
    - 2) must consult with Project Co, and take into account all reasonable comments of Project Co, in relation to the form of the Project Co Commercially Sensitive Information to be disclosed in accordance with clause 53.2(e)(ii)1).
- (f) **(Disclosure to advisors):** The State may disclose Confidential Information of Project Co to the extent required to obtain legal or other professional advice from its advisors who must:
- (i) be subject to a duty to keep the Confidential Information confidential; and
  - (ii) only use the Confidential Information for the purposes specified by the State (acting reasonably),
- provided that the State may only disclose Project Co Commercially Sensitive Information in accordance with this clause 53.2(f) for the purposes of obtaining legal or other professional advice in relation to the Project.
- (g) **(Exercise of Licence):** Nothing in this Agreement prevents the State and any sublicensees using or disclosing any information (including Confidential Information) to the extent necessary for, or in connection with, the exercise of any licence granted under clause 52.

### 53.3 Confidential Information and disclosure by Project Co

- (a) **(Disclosure of Confidential Information):** Subject to clause 53.3(b) and clause 53.3(c), Project Co may not disclose Confidential Information of the State other than to:
  - (i) its Associates, Related Bodies Corporate, the Independent Reviewer and Environmental Auditor, the Sub-Independent Reviewer and Environmental Auditor, any Handover Reviewer and the State's Associates, to the extent necessary for the purpose of undertaking the Project or carrying out their duties as contemplated by the Project Documents;
  - (ii) the CityLink Parties:

- A. where such persons have a need to know such information for the purposes of the carrying out of the CityLink Parties' business; or
  - B. in connection with the Network Tolling Agreement and the Roaming Agreement;
- (iii) any prospective financier or equity investor of the Project, Project Co, NewCo, OpCo or any Related Body Corporate of Project Co, New Co or OpCo, subject to the State having been provided necessary information in respect of the proposed parties and having carried out any Probity Investigation that the State considers necessary;
- (iv) any rating agency (including Standard and Poor's (Australia) Pty Limited and Moody's Investors Service, Inc) and any insurer to the extent necessary for the purpose of undertaking the Project; or
- (v) obtain legal or other professional advice in relation to the Project from its, or any Related Body Corporate's, advisers who are subject to a duty to keep the information confidential.
- (b) **(Confidentiality deed)**: Before disclosing any Confidential Information of the State in reliance on clause 53.3(a), Project Co must ensure that the person to whom the information is disclosed enters into a confidentiality deed with Project Co on terms consistent with Project Co's obligations under this clause 53.
- (c) **(Disclosure required by Law)**: Project Co will not be required to obtain the State's consent to the extent that any disclosure, announcement or statement is:
- (i) required by Law, provided that it:
    - A. notifies the State of the requirement to make that disclosure; and
    - B. takes all reasonable steps to minimise the extent of the disclosure and to ensure the information is disclosed on the basis that the recipient agrees to maintain the confidentiality of the information;
  - (ii) required to be made to a court in the course of proceedings to which Project Co is a party; or
  - (iii) required by a relevant stock exchange, subject to:
    - A. such disclosure, announcement or statement not referring to the State's or any of its Associates' involvement in the Project; and
    - B. Project Co having used all reasonable endeavours to obtain the State's consent within a timeframe sufficient to allow it to meet the timeframe imposed by the relevant stock exchange.

#### 53.4 Public announcements by Project Co

Without limiting clause 53.3, Project Co must unless otherwise permitted in accordance with this Agreement:



- (a) not make any public disclosures, announcements or statements in relation to the Project or the State's or any of the State's Associates' involvement in the Project without the State's prior consent;
- (b) comply with any terms and conditions the State imposes and must use all reasonable endeavours to agree with the State the wording and timing of all public disclosures, announcements or statements by it or any of its Associates relating to the Project or the State's or any of the State's Associates' involvement in the Project before the relevant disclosure, announcement or statement is made; and
- (c) as soon as practicable, give to the State a copy of any public disclosure, announcement or statement agreed to or approved by the State in accordance with this clause 53.4 or for which the State's consent or approval was not required in accordance with clause 53.3(c).

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## 54. Privacy

### 54.1 D&C Phase

This clause 54.1 shall apply to the collection, use, disclosure, storage and handling of Relevant Personal Information by Project Co during the period between the date of this Agreement and the Date of West Gate Tunnel Completion.

- (a) **(Information Privacy Principles):** Project Co agrees to be bound by the Information Privacy Principles and any applicable Privacy Code with respect to any act done, or practice engaged in, by it in connection with this Agreement or any Project Activities, in the same way as the State would be bound by the Information Privacy Principles and any applicable Privacy Code, in connection with that act or practice had it been directly done or engaged in by the State.
- (b) **(Compliance with directions):** Without limiting any other provision of this Agreement, Project Co must comply with (and do such things in relation to the handing of Relevant Personal Information in connection with this Agreement as are required to ensure that the State complies with):
  - (i) any directions made or guidelines issued by a Privacy Regulator and which are binding on the State or Project Co; and
  - (ii) any other reasonable direction which is given by the State for the purpose of ensuring the State's compliance with the *Privacy and Data Protection Act 2014* (Vic), the Information Privacy Principles or any applicable Privacy Code, or any directions, or guidelines referred to in sub-paragraph (i) above.
- (c) **(Specific Requirements):** Without limiting any other provision of this Agreement, Project Co must:
  - (i) take all steps in accordance with Best Industry Practice to ensure that the Relevant Personal Information is protected against misuse, interference and loss and against unauthorised access, use, modification or disclosure;
  - (ii) comply with the Protective Data Security Standards and refrain from doing or engaging in any act or practice that contravenes a Protective Data Security Standard in respect of any Relevant Personal Information;
  - (iii) not use or disclose any Relevant Personal Information other than for the purposes of the Project Activities, except as required or authorised by Law;

- (iv) fully co-operate with the State, to enable the State to:
    - A. respond to applications for access to or correction of Relevant Personal Information;
    - B. respond to and manage any data breach; and
    - C. respond to, investigate and resolve privacy complaints in relation to Relevant Personal Information;
  - (v) as soon as reasonably possible (and in any event within 3 Business Days) after receiving written notice from the State to do so, provide the State or its nominee with access to any Relevant Personal Information; and
  - (vi) immediately notify the State upon becoming aware of any material breach of this clause 54.1.
- (d) **(Compliance by others):** Project Co must:
- (i) ensure that its employees are aware of Project Co's obligations under this clause 54.1;
  - (ii) ensure any Subcontract contains terms which are consistent with the terms of this clause 54.1; and
  - (iii) require its Subcontractors to observe the requirements of this clause 54.1, to the same extent as Project Co is required to so comply (as if the Subcontractor were named in this clause 54.1 in place of Project Co), to the extent the Subcontractor performs any obligations of Project Co under this Agreement or any Project Activities.
- (e) **(Project Co not agent):** The parties acknowledge and agree that any acts done or practices engaged in by Project Co with respect to any Relevant Personal Information in connection with this Agreement are engaged in by Project Co as an independent contractor and not as an agent of the State.
- (f) **(Release and indemnity):** Project Co must release, indemnify and must keep indemnified on demand the State and its Associates from and against any Claim or Liability (including any Claim made by, or Liability to, a third party) which the State or any of its Associates suffer or incur resulting from any breach by Project Co of this clause 54.1 or any act done or practice engaged in by Project Co or any Subcontractor in connection with this Agreement or the Subcontract (as the case may be), which would, had that act or practice been done or engaged in by the State, have contravened one or more of the Information Privacy Principles or any applicable Privacy Code.

## 54.2 O&M Phase

This clause 54.2 shall apply to the collection, use, disclosure, storage and handling of Relevant Personal Information by Project Co during the O&M Phase, including the use, disclosure, storage and handling during the O&M Phase of Relevant Personal Information collected by Project Co prior to the Date of West Gate Tunnel Completion.

- (a) **(Australian Privacy Principles):** Project Co acknowledges and agrees that it is an organisation for the purposes of the *Privacy Act 1988* (Cth) and that it must comply with the Australian Privacy Principles and any applicable Privacy Code with respect to any act done, or practice engaged in, by it in connection with this Agreement or any Project Activities.

- (b) **(Compliance with directions):** Without limiting any other provision of this Agreement, Project Co must comply with:
- (i) any directions made or guidelines issued by a Privacy Regulator and which are binding on Project Co; and
  - (ii) any reasonable direction which is given by the State for the purpose of ensuring the State's compliance with the *Privacy and Data Protection Act 2014* (Vic), the Information Privacy Principles or any applicable Privacy Code, or any directions issued by a Privacy Regulator that are binding on the State.
- (c) **(Specific Requirements):** Without limiting any other provision of this Agreement, Project Co must:
- (i) take all steps in accordance with Best Industry Practice to ensure that the Relevant Personal Information is protected against misuse, interference and loss and against unauthorised access, use, modification or disclosure;
  - (ii) comply with any Information Protection Agreement that applies to any Relevant Personal Information;
  - (iii) not use or disclose any Relevant Personal Information other than for the purposes of the Project Activities, except as required or authorised by Law; and
  - (iv) immediately notify the State upon becoming aware of any material breach of this clause 54.2.
- (d) **(Compliance by others):** Project Co must:
- (i) ensure that its employees are aware of Project Co's obligations under this clause 54.2;
  - (ii) ensure any Subcontract contains terms which are consistent with the terms of this clause 54.2; and
  - (iii) require its Subcontractors to observe the requirements of this clause 54.2, to the same extent as Project Co is required to so comply (as if the Subcontractor were named in this clause 54.2 in place of Project Co), to the extent the Subcontractor performs any obligations of Project Co under this Agreement or any Project Activities.
- (e) **(Project Co not agent):** The parties acknowledge and agree that any acts done or practices engaged in by Project Co with respect to any Relevant Personal Information in connection with this Agreement are engaged in by Project Co as an independent contractor and not as an agent of the State.
- (f) **(Release and indemnity):** Project Co must release, indemnify and must keep indemnified on demand the State and its Associates from and against any Claim or Liability (including any Claim made by, or Liability to, a third party) which the State or any of its Associates suffer or incur resulting from any breach by Project Co of this clause 54.2 or any act done or practice engaged in by Project Co or any Subcontractor in connection with this Agreement or the Subcontract (as the case may be), which would have contravened one or more of the Australian Privacy Principles or any applicable Privacy Code.

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## 55. Taxes

### 55.1 GST

- (a) **(GST exclusive amounts):** Unless otherwise expressly stated to include GST, any amounts payable for a taxable supply that are referred to in any other provision of this Agreement are exclusive of any GST (**Agreed Amount**).
- (b) **(GST payable by Supplier):** If GST becomes payable on any taxable supply made by a party (Supplier) under or in connection with this Agreement:
  - (i) unless the Agreed Amount is expressly stated to include GST, an additional amount will be payable by the party which is the recipient of the taxable supply (**Recipient**), equal to the amount of GST payable by the Supplier on that taxable supply as calculated by the Supplier in accordance with the GST Law, which will be payable at the same time and in the same manner as for the Agreed Amount; and
  - (ii) the Supplier will provide a tax invoice to the Recipient in connection with that supply, either at the time expressly set out in any other provision of this Agreement or no later than the time at which the Agreed Amount for that taxable supply is to be provided in accordance with this Agreement. The Recipient is not obliged to pay any amount in accordance with this clause 55.1(b) unless and until a tax invoice is received by the Recipient in connection with the taxable supply except where the Recipient is required to issue the tax invoice.
- (c) **(Variation in GST payable):** If for any reason, the GST payable by the Supplier in connection with a supply it makes under or in connection with this Agreement (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it received from the Recipient under clause 55.1(b) in connection with that supply, the Supplier will provide a refund or credit to, or will be entitled to receive from, the Recipient (as appropriate) the amount of this variation. Where an adjustment event occurs in relation to a supply and except where the Recipient is required to issue the adjustment note:
  - (i) the Supplier will issue an adjustment note to the Recipient in connection with that supply within 14 days after becoming aware of that adjustment event occurring; and
  - (ii) no additional amount will be payable by the Recipient unless and until an adjustment note is received by the Recipient.
- (d) **(Revenue net of GST):** Any reference in this Agreement to price, value, sales, revenue, profit or a similar amount (**Revenue**), is a reference to the GST exclusive component of that Revenue, unless the contrary intention is expressed.
- (e) **(Cost net of GST):** Any reference in this Agreement to cost, expense, liability or other similar amount (**Cost**) of a party, including in the context of an entitlement to recovery, reimbursement or compensation for any Costs of a party, is a reference to that Cost reduced by the Input Tax Credits to which the party is entitled in respect of such Cost, unless the contrary intention is expressed.
- (f) **(GST Groups):** For the purposes of this Agreement, a reference to GST payable on a taxable supply made by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member and a reference to an Input Tax Credit entitlement of a party includes any corresponding Input Tax Credit entitlement of the representative member of any GST group of which that party is a member.

- (g) **(Definitions):** In this clause 55.1 unless otherwise defined in this Agreement, terms used have the meanings given to them in the GST Law.
- (h) **(Non-monetary consideration):** Where two parties in accordance with this Agreement exchange non-monetary consideration:
- (i) notwithstanding clause 55.1(b), the additional amount payable by the Recipient to the Supplier on any taxable supply shall be limited to an amount calculated as the monetary consideration and any non-taxable non-monetary consideration provided by the Recipient for the taxable supply being made by the Supplier multiplied by the applicable GST rate; and
  - (ii) the parties agree to value the non-monetary consideration on an equal and GST-inclusive basis and swap tax invoices accordingly.
- (i) **(Valuation of non-monetary consideration):** The parties acknowledge and agree that:
- (i) the State will issue a tax invoice to Project Co at Financial Close in respect of the supplies made by the State under or in connection with this Agreement setting out the monetary consideration (if any) and a nominal value of \$1 for the non-monetary consideration to be provided by Project Co in respect of such supplies;
  - (ii) Project Co will issue a tax invoice to the State at Financial Close in respect of the supplies made by Project Co under or in connection with this Agreement setting out the monetary consideration to be provided by the State (if any) and a nominal value of \$1 for the non-monetary consideration to be provided by the State in respect of such supplies;
  - (iii) the nominal value for the non-monetary consideration to be shown on the tax invoices issued pursuant to this clause 55.1(i) is not a valuation supported by a qualified professional valuer and is not conclusive evidence of the GST-inclusive market value of the non-monetary consideration; and
  - (iv) it is their intention that the tax invoices issued pursuant to this clause 55.1(i) reflect the principle that the GST-inclusive market value of the non-monetary consideration and any monetary consideration (plus GST) provided by the State is equal to the sum of the GST-inclusive market value of the non-monetary consideration and the monetary consideration (plus GST) provided by Project Co.
- (j) **(Commissioner of Taxation review of the non-monetary consideration value):** If the Commissioner of Taxation makes inquiries, in any form, of the State or Project Co with respect to the valuation of non-monetary consideration shown on the tax invoices issued pursuant to clause 55.1(i), the parties acknowledge and agree that:
- (i) each party must provide all reasonable co-operation and assistance reasonably requested by the other party to respond to any such queries;
  - (ii) promptly keep each other fully informed in relation to those inquiries and provide copies any correspondence or other documents sent to or received from the Commissioner of Taxation in relation to the matter;
  - (iii) if either party is notified that the Commissioner of Taxation has determined the value of non-monetary consideration to be different to that shown on the tax invoices, it must notify the other party of that determination and the value determined; and

- (iv) as soon as practicable after giving or receiving a notice in accordance with clause 55.1(j)(iii), each party must issue an amended tax invoice to the other party reflecting the valuation of non-monetary consideration as determined by the Commissioner of Taxation.
- (k) **(Consultation before engagement of advisors):** If the State reasonably considers that it requires legal or other professional advice in respect of any of the matters contemplated in clause 55.1(j), the State may consult with Project Co in relation to the appropriate nature and scope of the engagement of such legal or other professional service.
- (l) **(Commissioner of Taxation dispute of the non-monetary consideration value):** If Project Co or the State disagree with the valuation of non-monetary consideration as determined by the Commissioner of Taxation and, after consultation with and the approval of the State, Project Co decides to challenge the valuation, then Project Co must:
  - (i) at Project Co's cost, instruct a suitably qualified professional valuer to determine, for the benefit of both Project Co and the State, the GST-inclusive market value of the non-monetary consideration to be provided by each party in respect of the supplies made by the other party under or in connection with this Agreement;
  - (ii) allow the State reasonable opportunity to provide comments on to the instructions to be provided to the qualified professional valuer, and must make any changes to those instructions reasonably requested by the State;
  - (iii) promptly, after receipt of the valuation, notify the State of the amounts determined by the qualified professional valuer and provide to the State a copy of the valuation report;
  - (iv) meet with the State to discuss and agree any further actions to dispute the valuation of non-monetary consideration as determined by the Commissioner of Taxation; and
  - (v) allow the State reasonable opportunity to review, provide comments on, request changes to and participate in discussions with the Commissioner of Taxation in respect of any actions taken by Project Co, at Project Co's cost, to dispute the valuation of non-monetary consideration as determined by the Commissioner of Taxation, regardless of whether the State is a party to such action.
- (m) **(GST indemnity):** Subject to clause 55.1(n), Project Co must indemnify the State against any Claim for Liability arising in connection with:
  - (i) the issuance of tax invoices pursuant to, or in accordance with the principles in, clause 55.1(i);
  - (ii) the payment of GST, the payment of a net amount, or a claim for input tax credits consistent with those tax invoices; or
  - (iii) inquiries, in any form, by the Commissioner of Taxation in relation to the matters set out in clause 55.1(j) and clause 55.1(l).
- (n) **(GST indemnity limited):** The parties acknowledge and agree that Project Co's Liability to indemnify the State under clause 55.1(m) is limited to:
  - (i) any interest or penalty amount imposed by the Commissioner of Taxation as contemplated in clause 55.1(j) and clause 55.1(l);



- (ii) any reasonable costs (including costs in respect of engaging legal and other professional advisors) incurred by the State in:
  - A. responding to the Commissioner of Taxation;
  - B. complying with or disputing any requirements, requests or actions of the Commissioner of Taxation; or
  - C. taking any other action requested by Project Co, including considering and dealing with any decision, proposal, meeting or discussion,as contemplated in clause 55.1(l); and
- (iii) any reasonable costs incurred by the State up to \$100,000 in respect of engaging legal and other professional advisors under clause 55.1(k), provided that the State has consulted with Project Co as contemplated under clause 55.1(k).

## 55.2 General liability for Taxes

- (a) **(Payment):** Subject to the Relevant Legislation and clause 55.2(c), as between the State and Project Co, Project Co bears the risk of, and must pay, all Rates and Taxes incurred or imposed in connection with:
  - (i) the Project;
  - (ii) payments, income or net income received or receivable by any Group Member;
  - (iii) the execution, stamping and registration of any Project Document;
  - (iv) the performance of any Project Document and each transaction effected by or made under or in connection with any Project Document, including the Project Activities;
  - (v) any amendment to, or any consent, approval, waiver, release, surrender or discharge of or under any Project Document;
  - (vi) any transaction, assignment, transfer or other dealing by or in relation to a Group Member (including dealings in the shares or other interest in a Group Member), whether or not related to the Project or the Project Documents, including in connection with a Change in Control and any Refinancing; and
  - (vii) any part of the Site which is Project Land, Extra Construction Land or Extra Maintenance Land,except as provided ~~in~~:
  - (viii) [in clause 55.1](#); ~~and~~
  - (ix) [in clause 5.2\(a\) of the WGT Call Option Deed](#); ~~and~~
  - (x) [in relation to Rates, Taxes and charges referred to in clause 55.2\(aa\)](#).

(aa) (Rates, Taxes and charges): Notwithstanding any other provision of a Project Document, during the D&C Phase, the State (and not Project Co) bears the risk of and must pay, all Rates, Taxes and charges arising solely from a change in, or



[repeal of, the \*Environment Protection Act 2017\* \(Vic\) or regulations under it which affect tunnelling.](#)

- (b) **(Indemnity):** Project Co must indemnify the State against any Claim or Liability arising in connection with the Rates and Taxes which Project Co is required to pay in accordance with clause 55.2(a).
- (c) **(Reimbursement of duty):** The State must:
  - (i) if requested by Project Co within 12 months of Project Co or NewCo paying any duty under the *Duties Act 2000* (Vic) in respect of a Project Document, pay Project Co for such duty; and
  - (ii) pay all amounts required to be paid under this clause 55.2(c) within 20 Business Days of Project Co requesting such a payment and providing the State with evidence reasonably satisfactory to the State as to payment of such duty and that such duty was necessarily incurred in accordance with Law.
- (d) **(Benefits received):** If the State has made a payment to Project Co under clause 55.2(c) and Project Co or NewCo (as the case may be) receives any payment or benefit (whether by way of refund, credit, offset, recoupment, compensation, penalty, damages, restitution, relief or otherwise) in respect of the matters giving rise to the payment, then Project Co must promptly (and no later than 10 Business Days after receipt of the payment or benefit) pay to the State an amount equal to the value of the payment or benefit so received.

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## 56. Victorian Industry Participation Policy

### 56.1 Local Industry Development Plan

- (a) **(Compliance):** Subject to clause 56.2(d), Project Co must, in performing its obligations under this Agreement in relation to the D&C Activities (other than the Tolling Works and the OpCo D&C Phase IRS Activities), comply with the LIDP.
- (b) **(Application of LIDP):** Project Co acknowledges and agrees that the obligations as set out in the LIDP apply from the commencement of the D&C Phase and until all of its reporting obligations as set out in clause 56.3 are fulfilled.

### 56.2 Revised LIDP

- (a) **(Revised LIDP):** If at any time prior to the Date of West Gate Tunnel Completion a variation to this Agreement or Modification is proposed which involves or effects a change in the nature of any Contestable Items, Project Co must prepare a revised LIDP in relation to the D&C Activities (other than the Tolling Works and the OpCo D&C Phase IRS Activities) in collaboration with and certified by ICN (**Revised LIDP**).
- (b) **(Provision or Revised LIDP):** When requested by the State prior to Date of West Gate Tunnel Completion, Project Co must provide the Revised LIDP within the time stated in the State's request.
- (c) **(Variation):** The Revised LIDP must be agreed by the parties before any variation to this Agreement can take effect unless the parties agree that a Revised LIDP is unnecessary.
- (d) **(Replacement):** Once the Revised LIDP is agreed by the parties, Project Co must, in performing its obligations under this Agreement in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities), comply with

the Revised LIDP (and in doing so will be deemed to have complied with clause 56.1(a)).

### 56.3 Reporting

- (a) **(Records)**: Project Co must prepare and maintain records demonstrating its compliance with the LIDP.
- (b) **(LIDP Monitoring Table)**: For the period prior to Date of West Gate Tunnel Completion, Project Co must provide an annual report demonstrating the progress towards implementing the VIPP commitments. Project Co may comply with its annual reporting obligation by submitting a report in the form of the LIDP Monitoring Table.
- (c) **(Provision of LIDP Monitoring Table)**: Within 20 Business Days after the Date of West Gate Tunnel Completion, Project Co must provide to the State:
  - (i) the LIDP Monitoring Table in the form set out in the VIPP Schedule detailing Project Co's aggregate compliance with the LIDP. The LIDP Monitoring Table must identify and explain any departures from the VIPP commitments and the aggregated outcomes as reported in the LIDP Monitoring Table; and
  - (ii) a statutory declaration in the form and executed in accordance with the form set out in the VIPP Schedule to confirm that the information contained in the LIDP Monitoring Table is true and accurate. The statutory declaration must be made by a director of the D&C Subcontractor, the D&C Subcontractor's Chief Executive Officer or Chief Financial Officer in respect of the D&C Subcontractor's compliance with clause 56.3(c) of the D&C Subcontract.
- (d) **(Further information)**: At the request of the State, Project Co must provide further information or explanation of any departures from the LIDP as reported in the LIDP Monitoring Table.
- (e) **(Additional obligations)**: The reporting obligations set out in this clause 56.3 are in addition to and do not derogate from any other reporting obligations as set out in this Agreement.

### 56.4 Verification of Project Co's compliance with LIDP

- (a) **(Review of performance)**: Project Co must:
  - (i) without limiting clause 51, permit the State, an accountant or auditor on behalf of the State, or any other person authorised by the State, from time to time during Business Hours and upon notice, to inspect and verify all records maintained by Project Co for the purposes of this Agreement in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities);
  - (ii) permit the State from time to time to undertake a review of Project Co's performance in accordance with the LIDP in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities); and
  - (iii) ensure that its Associates give all reasonable assistance to any person authorised by the State to undertake such audit or inspection.

- (b) **(Authorisations):** Project Co acknowledges and agrees that the State, the State Representative and ICN are authorised to obtain information from any relevant persons, firms or corporations, including third parties, regarding Project Co's compliance with the LIDP in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities).
- (c) **(Additional obligations):** The obligations set out in this clause 56.4 are in addition to and do not derogate from any other obligation under this Agreement.

## 56.5 Use of VIPP information

Project Co acknowledges and agrees that:

- (a) **(assessment):** ICN will assess Project Co's performance against the LIDP in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities); and
- (b) **(disclosure):** the statistical information contained in the LIDP and the measures of its compliance with the LIDP as reported in the LIDP Monitoring Table will be:
  - (i) included in the State's report of operations under Part 7 of the *Financial Management Act 1994* (Vic) in respect of the State's compliance with the VIPP in the financial year to which the report of operations relates;
  - (ii) provided to the Responsible Minister for VIPP for inclusion in the Responsible Minister for VIPP's report to the Parliament for each financial year on the implementation of the VIPP during that year; and
  - (iii) disclosed in the circumstances set out in clauses 56.4 and 53.2 or as otherwise required by Law.

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## 57. Major Project Skills Guarantee

### 57.1 Skills Guarantee Compliance Plan

- (a) **(Compliance):** Project Co must, in performing the D&C Activities (other than the Tolling Works and the OpCo D&C Phase IRS Activities), comply with the Skills Guarantee Compliance Plan.
- (b) **(Term):** Project Co acknowledges and agrees that the obligations as set out in the Skills Guarantee Compliance Plan apply during the D&C Phase in respect of the D&C Activities (other than the Tolling Works and the OpCo D&C Phase IRS Activities) and until all of its reporting obligations as set out in clause 57.2 are fulfilled.
- (c) **(Minimum labour hours):** Subject to clause 57.1(b), Project Co agrees that the minimum labour hours requirements set out in the Skills Guarantee Compliance Plan will:
  - (i) be applied to this Agreement as a whole (or to all of the works specified in this Agreement);
  - (ii) not be applied on the basis of individual contract packages or components; and
  - (iii) apply to all work conducted off site provided that the work has been specified as part of this Agreement.

- (d) **(Apprentices, Trainees or Engineering Cadets):** Subject to clauses 57.1(e), 57.1(f) and 57.1(g), the parties agree that labour hours performed by:
- (i) Apprentices, Trainees or Engineering Cadets, either separately or in any combination; or
  - (ii) pre-existing or new Apprentices, Trainees or Engineering Cadets, either separately or in any combination,
- may be included in determining whether the requirements of the Skills Guarantee Compliance Plan have been achieved.
- (e) **(Apprentices):** Work hours performed by Apprentices may include Apprentices directly employed by Project Co, the D&C Subcontractor or Apprentices engaged through Group Training Organisations. Contributions from Apprentices must be from Apprentices registered with the VRQA.
- (f) **(Trainees):** Work hours performed by Trainees must be from Trainees registered with the VRQA.
- (g) **(Attending courses):** Time spent by Apprentices, Trainees or Engineering Cadets attending course related education in accordance with a Training Contract at a Registered Education and Training Organisation, or other educational institution may be included in determining whether the requirements of the Skills Guarantee Compliance Plan have been achieved.
- (h) **(Material breach):** Project Co's failure to comply with clauses 57.1 to 57.3 will constitute a material breach of this Agreement.
- (i) **(Subcontracts):** Project Co must ensure that any Subcontracts in relation to the D&C Activities (other than the Tolling Works and the OpCo D&C Phase IRS Activities) contain clauses requiring Subcontractors to:
- (i) comply with the Skills Guarantee and the Skills Guarantee Compliance Plan to the extent that it applies to work performed under the Subcontract;
  - (ii) provide necessary information that allows Project Co to comply with its reporting obligations under clause 57.2; and
  - (iii) permit the State to exercise its inspection and verification rights under clause 57.3.

## 57.2 Reports

- (a) **(Skills Guarantee Performance Reports):** For the period prior to Date of West Gate Tunnel Completion, Project Co must submit written reports (**Skills Guarantee Performance Reports**) to the State outlining its performance against the Skills Guarantee Compliance Plan.
- (b) **(Form of report):** The Skills Guarantee Performance Reports must be in the form set out in Schedule 22, and must include details specifying Project Co's performance in complying with the Skills Guarantee Compliance Plan in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities). Any deviations from the Skills Guarantee Compliance Plan must be included in the Skills Guarantee Performance Reports.
- (c) **(Timing of report):** Skills Guarantee Performance Reports must be submitted by Project Co to the State within 5 Business Days of the dates specified in

Schedule 22, or otherwise at a frequency of not less than one Skills Guarantee Performance Report at each 12 month anniversary of the date of Financial Close until the Date of West Gate Tunnel Completion.

- (d) **(Additional reports):** In addition to the Skills Guarantee Performance Reports, Project Co must also provide to the State:
- (i) an interim Skills Guarantee Performance Report (**Interim Skills Guarantee Performance Report**) on the date specified in Schedule 22, and in the form set out in Schedule 22;
  - (ii) a final skills guarantee report on the Date of West Gate Tunnel Completion in the form set out in Schedule 22 (**Final Skills Guarantee Performance Report**); and
  - (iii) a statutory declaration made by the D&C Subcontractor declaring that the contents of the Final Skills Guarantee Performance Report are true and correct, in the form set out in Schedule 22, which must be submitted together with the Final Skills Guarantee Performance Report.

### 57.3 Verification of Project Co's compliance with Skills Guarantee Compliance Plan

- (a) **(State inspection):** Project Co agrees that the State will have the right to inspect Project Co's records in order to verify compliance with the Skills Guarantee Compliance Plan in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities).
- (b) **(Project Co to facilitate):** Project Co must:
- (i) permit the State or its duly authorised representative, from time to time during Business Hours and upon reasonable written notice, to inspect, verify and make copies at the State's expense of all records maintained by Project Co for the purposes of this Agreement in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities) at Project Co's premises in relation to the Skills Guarantee Compliance Plan only, or provide copies of those records to the State at its request;
  - (ii) permit the State, or its duly authorised representative from time to time to undertake a review of Project Co's performance in accordance with the Skills Guarantee Compliance Plan in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities); and
  - (iii) ensure that its employees, agents and subcontractors give all reasonable assistance to any person authorised by the State to undertake such audit or inspection.
- (c) **(State right to obtain information):** Project Co acknowledges and agrees that the State, and the State's duly authorised representative are authorised to obtain information from any relevant persons, firms or corporations, including third parties, regarding Project Co's compliance with the Skills Guarantee Compliance Plan in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities).
- (d) **(Additional obligations):** The obligations set out in this clause 57.3 are in addition to and do not derogate from any other obligation under this Agreement.

## 57.4 Use of Information

Without limiting clause 51, Project Co acknowledges and agrees that the statistical information contained in the Skills Guarantee Compliance Plan and the measures of Project Co's compliance with the Skills Guarantee Compliance Plan as reported to the State will be:

- (a) reported by the State to the Department of Economic Development, Jobs, Transport and Resources; and
- (b) considered in the assessment or review of the D&C Subcontractor's eligibility to tender for future Victorian Government contracts.

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## 58. WDP and Social Procurement Strategy

### 58.1 Compliance

- (a) **(Compliance):** Project Co must, in performing the D&C Activities (other than the Tolling Works and the OpCo D&C Phase IRS Activities), comply with the WDP and Social Procurement Strategy during the carrying out of the D&C Activities (other than the Tolling Works and the OpCo D&C Phase IRS Activities).
- (b) **(Amendment):** Subject to clause 58.1(c), Project Co may amend the WDP or the Social Procurement Strategy from time to time with the approval of the State, which approval will not be unreasonably withheld.
- (c) **(Minimum requirements):** Unless otherwise agreed by the State, any amendment to the WDP or the Social Procurement Strategy must be consistent with and not limit or reduce the requirements or obligations of Project Co of the form of the WDP or the Social Procurement Strategy (as applicable) attached to this Agreement.

### 58.2 Reporting

- (a) **(Records):** For the period prior to the Date of West Gate Tunnel Completion, Project Co must prepare and maintain records demonstrating its compliance with the WDP and Social Procurement Strategy.
- (b) **(Performance Reports):** Project Co must submit written reports to the State outlining its performance in relation to the WDP and Social Procurement Strategy in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities).
- (c) **(Form of report):** Without limiting the obligations of Project Co under Part F1 of the PSR, the reports provided in accordance with clause 58.2(b) must be in the form agreed with the State no later than 6 months after Financial Close, and must:
  - (i) include details specifying Project Co's performance in complying with the WDP and Social Procurement Strategy in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities);
  - (ii) identify any departures from the WDP and Social Procurement Strategy, reasons for such departures and proposed steps to rectify such departures; and
  - (iii) attach a statutory declaration which confirms that the information contained in the relevant report is true and accurate. The statutory declaration must be made by a director of one of the entities forming the D&C Subcontractor, or the Chief Executive Officer or Chief Financial Officer of an entity forming the D&C Subcontractor in respect to its compliance with clause 58 of the D&C Subcontract.



- (d) **(Timing of report):** The reports provided in accordance with clause 58.2(b) must be submitted by Project Co to the State within 5 Business Days after the 12 month anniversary of the date of Financial Close until the Date of West Gate Tunnel Completion.
- (e) **(Further information):** At the request of the State, Project Co must provide further information or explanation, including in relation to any departures from the WDP and Social Procurement Strategy, in relation to any report provided in accordance with clause 58.2(b).
- (f) **(Additional obligations):** The reporting obligations set out in this clause 58.2 are in addition to and do not derogate from any other reporting obligations as set out in this Agreement.

### 58.3 Verification

- (a) **(Project Co to facilitate):** Project Co must:
  - (i) without limiting clause 51, permit the State, an accountant or auditor on behalf of the State, or any other person authorised by the State, from time to time during Business Hours and upon notice, to inspect and verify all records maintained by Project Co in relation to Project Co's compliance with the WDP and Social Procurement Strategy in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities);
  - (ii) permit the State, or its duly authorised representative from time to time to undertake a review of Project Co's performance in accordance with the WDP and Social Procurement Strategy in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities); and
  - (iii) ensure that its employees, agents and subcontractors give all reasonable assistance to any person authorised by the State to undertake such review.
- (b) **(State right to obtain information):** Project Co acknowledges and agrees that the State, and the State's duly authorised representative are authorised to obtain information from any relevant persons, firms or corporations, including third parties, regarding Project Co's compliance with the WDP and Social Procurement Strategy in relation to the D&C Activities (excluding the Tolling Works and the OpCo D&C Phase IRS Activities).
- (c) **(Additional obligations):** The obligations set out in this clause 58.3 are in addition to and do not derogate from any other obligation under this Agreement.

### 58.4 Use of Information

Without limiting clause 51, Project Co acknowledges and agrees that the commitments contained in the WDP and the Social Procurement Strategy and the measures of Project Co's compliance with the WDP and the Social Procurement Strategy as reported to the State:

- (a) will be reported by the State to the Department of Economic Development, Jobs, Transport and Resources;
- (b) may be disclosed by the State as if it were a Public Disclosure Obligation under clause 53.2(a); and



- (c) will be considered in the assessment or review of the D&C Subcontractor's eligibility to tender for future Victorian Government contracts.

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## 59. Probity Events and Probity Investigations

### 59.1 Probity Event

- (a) **(Notice):** Project Co must give notice to the State immediately upon becoming aware that a Probity Event has occurred or is likely to occur. The notice must at a minimum describe the Probity Event, when the Probity Event occurred or is likely to occur and the circumstances giving rise to the Probity Event.
- (b) **(Meeting):** Upon receipt of a notice under clause 59.1(a) or otherwise upon the occurrence of a Probity Event:
  - (i) the State and Project Co must meet within 5 Business Days to agree to a course of action that will remedy the Probity Event (including conducting a Probity Investigation); and
  - (ii) Project Co must comply with any agreement made in accordance with clause 59.1(b)(i) to remedy the Probity Event in accordance with the timeframe agreed.
- (c) **(Failure to agree):** If the State and Project Co fail to agree to a course of action in accordance with clause 59.1(b), Project Co must take any action as required by the State in connection with the Project to remedy or address the Probity Event immediately upon being required to do so and in accordance with any timeframe determined by the State.

### 59.2 Probity Investigation

- (a) **(Requirement for Probity Investigation):** Project Co agrees that:
  - (i) the State Representative may require at any time that Project Co; or
  - (ii) the State may,  
  
conduct a Probity Investigation in respect of a Relevant Person, a Consortium Member or any person who is proposed to become a Relevant Person or a Consortium Member.
- (b) **(Consents required for Probity Investigation):** Project Co must procure all relevant consents from any persons in connection with which a Probity Investigation is to be conducted.
- (c) **(No appointment without consent):** In relation to any person the subject of a Probity Investigation or any other investigation the State Representative reasonably requires, Project Co must not appoint that person to the position of Relevant Person unless the State Representative has given approval.

### 59.3 State costs of Probity Events and Probity Investigation

- (a) **(State Costs):** Subject to clause 59.3(b), Project Co must bear all costs incurred by the State in connection with a Probity Event or Probity Investigation.
- (b) **(Project Co not liable):** Project Co will not be liable for the State's costs of any further Probity Investigation required by the State in respect of a Probity Event in relation to which an initial Probity Investigation has been undertaken.

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## 60. Notices and bar to Claims

### 60.1 Notices

All communications (including approvals, consents, directions, requirements, requests, Claims, notices, agreements and demands) in connection with this Agreement:

- (a) **(in writing)**: must be in writing;
- (b) **(addressed)**: must be addressed as specified in item 13 of the Contract Particulars (or as otherwise notified by that party to each other party from time to time);
- (c) **(signed)**: must be signed by the party making the communication or by the solicitor for, or any attorney, director, secretary or authorised agent of, that party on its behalf;
- (d) **(form of delivery)**: must be delivered by hand or posted by prepaid express post to the address or emailed (in the form agreed by both parties) to the email address of the addressee set out in item 13 of the Contract Particulars; and
- (e) **(taken to be received)**: are taken to be received by the addressee at the address set out in item 13 of the Contract Particulars:
  - (i) in the case of delivery by hand, on delivery at the address of the addressee, unless that delivery is outside Business Hours, in which case that communication is taken to be received at 9.00 am on the next Business Day;
  - (ii) in the case of prepaid express post, on the third Business Day after the date of posting to an address within Australia and on the fifth Business Day after the date of posting by airmail to an address outside Australia; and
  - (iii) in the case of email, the first to occur of:
    - A. receipt by the sender of any email acknowledgement from the addressee's information system showing that the communication has been delivered to the email address of that addressee;
    - B. the time that the communication enters an information system which is under the control of the addressee; or
    - C. the time that the communication is first opened or read by the addressee,

unless the result is that the communication would be taken to be given or made at a time which is outside Business Hours at the local time in the place of receipt of the email, in which case that communication is taken to be received at 9.00 am on the next Business Day.

### 60.2 Notices of Claims

Subject to any other provisions of this Agreement [or the Settlement Direct Provisions](#) which contain specific notice requirements, the State and its Associates will not be liable upon any Claim that Project Co is entitled to make against the State or its Associates under any State Project Document or otherwise arising in connection with the Project Documents, the Relevant Infrastructure or the Project unless Project Co gives the State the notices required by clause 60.3 and, if applicable, clause 60.4.

## 60.3 Prescribed notices

The required notices referred to in clause 60.2 are:

- (a) **(intention to submit Claim):** a notice from Project Co in which Project Co states that it intends to submit a Claim and identifies the event on which the Claim will be based and which must be given to the State within 20 Business Days of when Project Co first became aware of the event on which the Claim is based; and
- (b) **(Claim):** a written Claim by Project Co to be given to the State within 60 Business Days of giving notice under clause 60.3(a), which must include:
  - (i) detailed particulars concerning the event on which the Claim is based;
  - (ii) the legal basis for the Claim, whether based on a term of the State Project Documents or otherwise, and if based on a term of the State Project Documents, clearly identifying the specific term;
  - (iii) the facts relied upon in support of the Claim in sufficient detail to permit verification; and
  - (iv) details of the amount claimed and how it has been calculated.

## 60.4 Continuing events

If the event upon which the Claim under clause 60.3(b) is based or the consequences of the event is continuing, Project Co must continue to give information required by clause 60.3(b) every 20 Business Days after the Claim under clause 60.3(b) was submitted, until after the event or consequences of the event have ceased.

## 60.5 Release after Completion

Without limiting clause 5.4(a)(ii), on and from the date which is 6 months after the Date of Tolling Completion, Project Co releases the State from any Claim in connection with any fact, matter or thing arising in connection with the D&C Activities, the Works or the State Project Documents which occurred prior to Date of Tolling Completion, except for any Claim:

- (a) in connection with which Project Co has, no later than 7 months after the Date of Close-Out, given the State the notices required by clause 60.3, clause 60.4 (if applicable) and otherwise required in accordance with this Agreement; or
- (b) in connection with Project Co not being required to comply with AS5100 (2017) in carrying out the Project Activities, except as set out in clause 2.22(c).

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## 61. Miscellaneous

### 61.1 Governing Law and jurisdiction

- (a) **(Governing Law):** This Agreement is governed by, and must be construed according to, the Laws of Victoria, Australia.
- (b) **(Jurisdiction):** Without limiting clauses 43 to 44, each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those aforementioned courts, with respect to any proceedings which may be brought in connection with this Agreement.

## 61.2 Entire agreement

To the extent permitted by Law and in relation to their subject matter, this Agreement and the other State Project Documents:

- (a) **(entire understanding)**: embody the entire understanding of the parties and constitute the entire terms agreed by the parties; and
- (b) **(prior agreements)**: supersede any prior agreement of the parties.

## 61.3 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in such form and content reasonably satisfactory to both parties) required by Law or reasonably requested by another party to give effect to this Agreement.

## 61.4 Survival of certain provisions

- (a) **(Surviving clauses)**: All provisions of this Agreement which, expressly or by implication from their nature, are intended to survive rescission, termination or expiration of this Agreement will survive the rescission, termination or expiration of this Agreement, including any provision in connection with:
  - (i) the State's rights to set-off and recover money;
  - (ii) confidentiality or privacy;
  - (iii) Intellectual Property Rights;
  - (iv) any obligation to make any records available to the State;
  - (v) any indemnity or financial security given in accordance with this Agreement; or
  - (vi) any right or obligation arising on termination of this Agreement.
- (b) **(Interpretation)**: No provision of this Agreement which is expressed to survive the termination of this Agreement will prevent any other provision of this Agreement, as a matter of interpretation, also surviving the termination of this Agreement.
- (c) **(Survival of rights and obligations)**: No right or obligation of any party will merge on completion of any transaction in accordance with this Agreement. All rights and obligations in accordance with this Agreement survive the execution and delivery of any transfer or other document which implements any transaction in accordance with this Agreement.

## 61.5 Waiver

- (a) **(Writing)**: A waiver given by a party in accordance with this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (b) **(No waiver)**: A failure to, a delay in or the partial exercise or enforcement of a right provided by Law or in accordance with this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right provided by Law or in accordance with this Agreement.

- (c) **(No waiver of another breach):** No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

## 61.6 Consents, approvals and directions

- (a) **(State):** A consent or approval required in accordance with this Agreement from the State may be given or withheld, or may be given subject to any conditions, as the State thinks fit, unless this Agreement expressly provides otherwise.
- (b) **(Project Co):** A consent or approval required in accordance with this Agreement from Project Co may not be unreasonably withheld or delayed, unless this Agreement expressly provides otherwise.

## 61.7 Amendments

- (a) **(Agreement):** Except as otherwise expressly provided in this Agreement, this Agreement may only be varied by a deed executed by or on behalf of each party.
- (b) **(Other State Project Documents):** Except as otherwise expressly provided in the State Project Documents, no amendment to any other State Project Document is valid or binding on a party unless made in writing and executed by the State and all other parties to the relevant State Project Document.

## 61.8 Expenses

Except as otherwise expressly provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

## 61.9 Severance

If, at any time, a provision of this Agreement or any other State Project Document is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that will not affect or impair the legality, validity or enforceability of:

- (a) any other provision of this Agreement or any other relevant State Project Document; or
- (b) that provision under the Law of any other jurisdiction.

## 61.10 Counterparts

This Agreement may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart. All such counterparts taken together will be deemed to constitute one and the same Agreement.

## 61.11 Moratorium legislation

Without limiting clause 5.4, to the fullest extent permitted by Law, the provisions of all Laws which operate to lessen or affect in favour of Project Co any obligation under this Agreement, or to prejudicially affect the exercise by the State of any right, power or remedy under this Agreement or otherwise, are expressly waived.

## 61.12 Proportionate liability

- (a) **(Excluded operation of Wrongs Act):** The operation of Part IVAA of the *Wrongs Act 1958* (Vic) is excluded in relation to all and any rights, obligations or liabilities of

either party under this Agreement whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

- (b) **(Rights, obligations and liabilities):** Without limiting clause 61.12(a), the rights, obligations and liabilities of the parties (including those relating to proportionate liability) are as specified in this Agreement and not otherwise, whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

### **61.13 Attorneys**

Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**Annexure B - Amendments to Schedule 1 to the Project Agreement (Contract Particulars)**



## Schedule 1 - Contract Particulars

Item	Subject	Particulars
<b>Clause 1 - Definitions and interpretation</b>		
1.	<b>Not used</b>	
2.	<b>D&amp;C Subcontractor</b> (clause 1)	<p>Name: CPB Contractors Pty Ltd (ACN 000 893 667) and John Holland Pty Ltd (ABN: 11 004 282 268)</p> <p>Attention: <del>Jim Waller</del><a href="#">Gavan Williams</a>, D&amp;C Subcontractor Representative</p> <p>Address: Level <del>7, 380 Docklands Drive, Docklands VIC 3008</del><del>42-5 Bowen Crescent, Melbourne VIC 3004</del></p> <p>Phone: +61 3 <del>9934 5284</del><a href="#">8808 6024</a>            Mobile: +61 <del>417 597 749</del><a href="#">407 084 200</a>            Email: <del>jim.waller@wgtp.com.au</del><a href="#">gavan.williams@wgtp.com.au</a></p>
3.	<b>Date for Close-Out</b> (clause 1)	7 months from Date for West Gate Tunnel Completion
4.	<b>Date for Tolling Completion</b> (clause 1)	<del>30 September 2022</del> <a href="#">19 November 2025</a>
5.	<b>Date for West Gate Tunnel Completion</b> (clause 1)	<del>30 September 2022</del> <a href="#">19 November 2025</a>
6.	<b>Key People</b> (clause 1)	<p><b><u>D&amp;C Activities</u></b></p> <p><b>D&amp;C Subcontractor roles</b></p> <p>Role: Project Director / D&amp;C Subcontractor Representative            Name: <del>Jim Waller</del><a href="#">Gavan Williams</a></p> <p>Role: Technical Director            Name: <del>Matthijs Klinkert</del><a href="#">Stuart Ommensen</a></p> <p>Role: Construction Director – Civil &amp; Surface            Name: <del>Michael Lowrie</del><a href="#">Anthony Vavallo</a></p> <p>Role: Construction Director – Technical            Name: <del>Mark Scorer</del><a href="#">Anthony Vavallo</a></p> <p>Role: Construction Director – Tunnels            Name: <del>David Hake</del><a href="#">Anthony Vavallo</a></p> <p>Role: Interface Director            Name: <del>Malcolm Tinkler</del><a href="#">Stuart Ommensen</a></p>

		<p>Role: Commercial Director                  Name: <del>Jane Ogilvie</del><a href="#">Russell Zimmerman</a></p> <p>Role: Health, Safety <del>and</del>, Environment <del>and Sustainability</del>                  Director                  Name: <del>Andrew Brooks</del><a href="#">Cain Ewin (acting)</a></p> <p>Role: West Zone General Manager                  Name: <del>Anthony Vavalle</del><a href="#">Charles Fairbairn</a></p> <p>Role: Lead Planner                  Name: <del>David Moran</del><a href="#">Gerry Schutt</a></p> <p>Role: Stakeholder &amp; Community Relations Director                  Name: <del>Tim Holmes</del><a href="#">Lisa Bowman</a></p> <p>Role: Design JV Design Director                  Name: <del>Alex Gilbert</del><a href="#">James Kelleher</a></p> <p>Role: Geotechnical Lead                  Name: <del>Adam Lander</del><a href="#">3rd party providers, both AJJV and Douglas Partners</a></p> <p>Role: Air Quality Lead                  Name: <del>Matthew Pickett</del><a href="#">Tim Spawton</a></p> <p>Role: Hydrogeology &amp; Contamination Lead                  Name: <del>Rick Evans (Richard)</del><a href="#">Tim Spawton</a></p> <p>Role: Noise &amp; Vibration Lead                  Name: <del>Sarah Alper</del><a href="#">Tim Spawton</a></p> <p>Role: Surface Water &amp; Drainage Lead                  Name: <del>Talia Guest</del><a href="#">Tim Spawton</a></p> <p>Role: Fire Engineer                  Name: <del>Prakash Sabapathy</del><a href="#">Carlos Quaglia</a></p> <p>Role: Quality and Surveillance Manager                  Name: <del>Greg Iro</del><a href="#">Anoj Rai - Quality</a>  <a href="#">Malcolm Paul - Surveillance</a></p> <p>Role: Urban Design Champion                  Name: Roger Wood</p> <p>Role: East Zone General Manager                  Name: <del>Alan Platt</del><a href="#">Jim Miller</a></p> <p>Role: ITS and OMCS Representative                  Name: <del>Tom Bueker</del><a href="#">Garry Freeman</a></p> <p>Role: Senior Sustainability Advisor                  Name: <del>Phonse Everard</del><a href="#">Tim Spawton</a></p> <p>Role: General Manager Manufacturing                  Name: <del>Sergio Narro</del><a href="#">Precast - Tim Logan (Acting)</a>  <a href="#">Steel - Pat Raffarty</a></p>
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		<p>Role: Operational and Maintenance Interface Representative                  Name: John Gianacas</p> <p>Role: Jobs and Social Procurement Manager                  Name: <del>Leigh Hardingham</del> <a href="#">Liz Mandato</a></p> <p>Role: Communications and Community Engagement Representative                  Name: <del>Tim Holmes</del> <a href="#">Lisa Bowman</a></p> <p>Role: Construction Quality Representative                  Name: <del>To be advised by Project Co no later than 9 April 2018 or as agreed by the Parties</del> <a href="#">Anoj Rai</a></p> <p>Role: Traffic Representative                  Name: <del>To be advised by Project Co no later than 9 April 2018 or as agreed by the Parties</del> <a href="#">Todd Blasch</a></p> <p>Role: Environmental Representative                  Name: Tim Spawton</p> <p><b>Project Co roles</b></p> <p>Role: Communications and Community Engagement Representative                  Name: Beth Beavan</p> <p>Role: Traffic Representative                  Name: <del>Laurance Gogorossis</del> <a href="#">Eli Goodhardt</a></p> <p>Role: Environmental Representative                  Name: <del>Janice Grieves</del> <a href="#">Scott Frazer</a></p> <p><b><u>O&amp;M Activities</u></b></p> <p>Role: <u>WGT</u> Operations Manager                  Name: as notified to the State in accordance with clause 10.1(b)(ii)</p>
7.	<p><b>Key Subcontracts (other than D&amp;C Subcontract and Operating Services Agreement) (clause 1)</b></p>	<p>Subcontracts with each of the Key Subcontractors and Subcontracts in respect of the following D&amp;C Activities:</p> <ul style="list-style-type: none"> <li>(i) Design services;</li> <li>(ii) OMCS;</li> <li>(iii) Steel;</li> <li>(iv) Piling;</li> <li>(v) Reinforcement;</li> <li>(vi) Asphaltting;</li> <li>(vii) Traffic management;</li> <li>(viii) Spoil transport and disposal (<a href="#">excluding the SDC (as defined in the D&amp;C Subcontract), any Subcontracts with a Trucker or Tester (each as defined in the D&amp;C Subcontract) and the SSAA (as defined in the D&amp;C Subcontract)</a>);</li> <li>(ix) Bulk materials; <del>and</del></li> <li>(x) Utilities relocation and installation; and</li> <li>(xi) ITS – Cabling and equipment design (VicRoads).</li> </ul>

8.	<b>[Not used]</b>	
9.	<b>OpCo</b> (clause 1)	<p>Name: Transurban Vic Op Co Pty Limited (ACN 621 893 945) Attention: Phillip Naulls, Head of Assets, Victoria</p> <p>Address: Tower <del>One</del><u>Five</u>, Collins Square, Level <del>23</del><u>31</u>, 727 Collins Street, Docklands VIC 3008</p> <p>Phone: +61 3 8656 8766 Email: PNaulls@transurban.com</p>
10.	<b>Parent Guarantor(s)</b> (clause 1)	<p><b>D&amp;C Subcontractor Parent Guarantors Parent Guarantor in respect of CPB Contractors Pty Ltd</b></p> <p>Name: <u>CIMIC Group Limited</u> (ABN 57 004 482 982) Attention: <del>Scott McAlpine, Executive General Manager (Treasury)</del><u>Company Secretary, CIMIC Group Limited</u></p> <p>Address: <u>Level 25</u><del>48</del>, 177 Pacific Highway, North Sydney NSW 2060</p> <p>Phone: (02) 9925 <del>6932</del><u>6666</u> Email: <del>scott.mcalpine@cimic.com.au</del><u>Companysecretariat@cimic.com.au</u></p> <p><b>Parent Guarantor in respect of John Holland Pty Ltd</b></p> <p>Name: <u>China Communications Construction Company Limited and CCCC International Holding Limited</u> Attention: <del>Eddie Leung Xuyue Wei</del> (General Manager <u>of Legal &amp; Compliance Department in CCCC International Holding Limited, Investment—CCCI</u>)</p> <p>Address: <del>85 Deshengmenwai Street, Xichong District, Beijing, China</del><u>Flat 2308-10, 23/F, K WAH CTR, 191, Java Road, North Point, Hong Kong</u></p> <p>Phone: (852) 2359-<del>8832</del><u>8837</u> Email: <del>eleung@ccci.hk</del><u>cwei@ccci.hk</u></p>
11.	<b>Project Co Representative/s</b> (clause 1)	<p><b>During the D&amp;C Phase:</b></p> <p>Name: Transurban WGT Co Pty Ltd (ACN 617 420 023) Attention: <del>David Clements, Program</del><u>Zoe Taylor, Project</u> Director, <del>Major Projects Victoria</del><u>West Gate Tunnel Project</u></p> <p>Address: Tower <del>One</del><u>Five</u>, Collins Square, Level <del>23</del><u>31</u>, 727 Collins Street, Docklands VIC 3008</p> <p>Phone: +61 3 8656 <del>8900</del><u>8930</u> Email: <del>DClements</del><u>ztaylor@transurban.com</u></p> <p><b>During the O&amp;M Phase:</b> Name: as notified to the State in accordance with clause 10.1(b)(ii)</p>

12.	<b>State Representative</b> (clause 1)	<p>Name: <del>Western Distributor Authority</del> <a href="#">West Gate Tunnel Project Major Transport Infrastructure Authority</a>                  Attention: Peter Sammut,                  Chief Executive Officer, <a href="#">West Gate Tunnel Project Major Transport Infrastructure Authority</a></p> <p>Address: Level <del>21</del><sup>26</sup>, <del>180 Collins</del>-<a href="#">Lonsdale</a> Street, Melbourne VIC 3000</p> <p>Phone: (03) 9938 0502                  Email: <a href="mailto:wgtp@wda.wgtp.vic.gov.au">wgtp@wda.wgtp.vic.gov.au</a></p>
<b>Clause 60 – Notices</b>		
13.	<b>Notices</b> (clause 60.1)	<p><b>The State</b></p> <p>Name: <a href="#">West Gate Tunnel Project Major Transport Infrastructure Authority</a> <del>Western Distributor Authority</del>                  Attention: Peter Sammut, Chief Executive Officer, <a href="#">West Gate Tunnel Project Major Transport Infrastructure Authority</a></p> <p>Address: <a href="#">Level 21, 180 Lonsdale Street, Melbourne VIC 3000</a> <del>Level 26, 80 Collins Street, Melbourne VIC 3000</del></p> <p>Phone: (03) 9938 0502                  Email: <a href="mailto:wgtp@wda.wgtp.vic.gov.au">wgtp@wda.wgtp.vic.gov.au</a></p> <p><b>Project Co</b></p> <p>Name: Transurban WGT Co Pty Ltd (ACN 617 420 023)                  Attention: <del>David Clements</del> <a href="#">Zoe Taylor</a>, <del>Program</del>-<a href="#">Project</a> Director, <del>Major Projects Victoria</del> <a href="#">West Gate Tunnel Project</a></p> <p>Address: Tower <del>One</del><sup>Five</sup>, Collins Square, Level <del>31</del><sup>23</sup>, 727 Collins Street, Docklands VIC 3008</p> <p>Phone: +61 3 8656 <del>8930</del><sup>8900</sup>                  Email: <del>DClements</del> <a href="mailto:ztaylor@transurban.com">ztaylor@transurban.com</a></p>

**Annexure C - Amendments to Schedule 4 to the Project Agreement (Change Compensation Principles)**

## Schedule 4 - Change Compensation Principles

### Part A - Change Compensation Principles

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#### 1. Definitions

Unless otherwise expressly defined, expressions used in this Schedule have the meanings given to them in or for the purposes of this Agreement:

**Agreed Margins** means the D&C Margin, the O&M Margin and the D&C Preliminaries.

**Allowance** means, subject to the terms of this Schedule, the percentage allowances to which Project Co is entitled for the relevant component identified in Table 1, Table 2 or Table 3 in section 3.2 of this Part A (as the case may be) depending on the applicable thresholds set out in column 2, 3 or 4 (as the case may be) of the relevant table.

**Base Costs** means Design Base Costs, D&C Base Costs, O&M Base Costs, CityLink Base Costs, Bureau System Costs and other Costs directly attributable to a Change Compensation Event or, in the case of CityLink Base Costs and Bureau System Costs, as a consequence of the occurrence of a Change Compensation Event, but excluding:

- (a) Prolongation Costs, any CityLink Revenue Impact and Financing Delay Costs;
- (b) any Agreed Margins or other Margin;
- (c) administrative and overhead costs reasonably and properly incurred by Project Co in administering the Change Compensation Event; and
- (d) any amount calculated in accordance with sections 3.6, 3.7 and 3.8 of this Part A.

**Bureau System** means each of the following:

- (a) the Tolling Back Office System; and
- (b) the Asset Management System.

**Bureau System Costs** means the actual costs properly and reasonably incurred or which will be properly and reasonably incurred by any entity within the Transurban Group carrying out capital works, non-capital works or activities in relation to a Bureau System as a consequence of the occurrence of a Change Compensation Event, including warranty costs and lifecycle costs but, for the avoidance of doubt, excluding costs that the relevant entity or entities (as applicable) within the Transurban Group would otherwise have incurred irrespective of the occurrence of the Change Compensation Event.

**CCP Modification** means a Modification other than:

- (a) a Modification the result of a Streamlined Modification Proposal; and
- (b) a Modification the result of a Modification Proposal under clause 34.6 of this Agreement.

**Change Compensation Event** means each event or change to which this Part A is expressed in this Agreement to apply, including the events or changes described in the clauses listed in the table in section 2 of this Part A.

**Change Notice** means the notice referred to in section 5 of this Part A, including any updated Change Notice.



**Change Notice Request** means the notice referred to in section 5.2(a) of this Part A.

**Change Response** means the notice referred to in section 6.1(a)(ii) of this Part A.

**CityLink Base Costs** means the actual costs properly and reasonably incurred or which will be properly and reasonably incurred by the CityLink Parties or any subcontractor of the CityLink Parties carrying out non-capital works or activities in respect of the CityLink Project and during the period of time that a Change Compensation Event is being implemented or carried out which are directly attributable to the Change Compensation Event or as a consequence of the occurrence of the Change Compensation Event, including warranty costs and lifecycle costs, but excluding any CityLink Revenue Impact.

**CityLink O&M Activities** means all things and tasks which the Company is required to carry out to discharge its operation, maintenance, repair and tolling obligations in accordance with the CityLink Concession Deed.

**CityLink Revenue Impact** means the net effect on actual CityLink toll revenue of:

- (a) the D&C Subcontractor implementing additional or fewer Traffic Impacts as a direct result of a Disruption Event when compared to:
  - (i) the Traffic Impacts set out in the Initial Traffic Impact Schedule; and
  - (ii) where applicable, any EOT Additional Traffic Impacts, Modification Additional Traffic Impacts or Rebuilding Event Additional Traffic Impacts that have been granted in accordance with the D&C Subcontract prior to the occurrence of the relevant Disruption Event; and / or
- (b) a Subcontractor (other than the D&C Subcontractor or a Subcontractor within a chain of Subcontracts which includes the D&C Subcontractor) implementing a traffic measure on CityLink:
  - (i) during the period of time that:
    - A. in the case of a Compensable Extension Event, the relevant event or its effects are subsisting;
    - B. in the case of a Rebuilding Event, the repair or rebuilding is being carried out; or
    - C. in the case of any other Disruption Event, the relevant event is being implemented; and
  - (ii) as a direct result of a Disruption Event.

**Costs** means all direct capital, operating, access and other costs properly and reasonably incurred or which will be properly and reasonably incurred by Project Co.

**D&C Base Costs** means the actual costs properly and reasonably incurred or which will be properly and reasonably incurred by the D&C Subcontractor, OpCo or other Subcontractor carrying out the works (as the case may be) and directly attributable to a Change Compensation Event, including any on site management and supervision costs that are properly and reasonably incurred or which will be properly and reasonably incurred and directly attributable to a Change Compensation Event, excluding all Agreed Margins, other preliminaries and Design Base Costs.

**D&C IRS Base Costs** means the actual costs properly and reasonably incurred or which will be properly and reasonably incurred by OpCo or any other Subcontractor (as the case may

be) carrying out the OpCo D&C Phase IRS Activities and directly attributable to a Change Compensation Event, but excluding the O&M Margin.

**D&C Margin** means:

- (a) prior to the Date of Tolling Completion, the percentage for the “D&C Margin” that the D&C Subcontractor or OpCo may charge in accordance with Table 1 in section 3.2 of this Part A, or, in circumstances where neither the D&C Subcontractor nor OpCo undertakes the required works, the percentage that the Subcontractor carrying out the works may charge as determined through a competitive tender process in accordance with section 7 of this Part A;
- (b) during the first 2 years after the Date of Tolling Completion, the percentage for the “D&C Margin” that the D&C Subcontractor or OpCo (as the case may be) may charge in accordance with Table 2 in section 3.2 of this Part A or, in circumstances where neither the D&C Subcontractor nor OpCo undertakes the required works, the percentage that the Subcontractor carrying out the works may charge as determined through a competitive tender process in accordance with section 7 of this Part A; and
- (c) after the first 2 years after the Date of Tolling Completion, the percentage for the “D&C Margin” that OpCo may charge in accordance with Table 2 in section 3.2 of this Part A, or, in circumstances where OpCo does not undertake the required works, the percentage that the Subcontractor carrying out the works may charge as determined through a competitive tender process in accordance with section 7 of this Part A,

to cover all off-site overheads and administrative, corporate and other like costs and profits of the D&C Subcontractor, OpCo or other Subcontractor (as applicable) carrying out the works, but excludes D&C Preliminaries and D&C Base Costs.

**D&C Modification** means a CCP Modification to the extent that it is required to be undertaken prior to the Date of Tolling Completion.

**D&C Preliminaries** means the percentage that the D&C Subcontractor or OpCo may charge for “D&C Preliminaries” in accordance with Table 1 or Table 2 (as the case may be) in section 3.2 of this Part A or, in circumstances where neither the D&C Subcontractor nor OpCo undertakes the required works, the percentage that the Subcontractor carrying out the works may charge as determined through a competitive tender process in accordance with section 7 of this Part A to cover all on-site overheads (including, without limitation, overheads for staffing and management resources, facilities management and running costs, safety equipment, small tools, provision of additional bonding and training and social inclusion commitment costs) and other like costs.

**Design Base Costs** means the actual third party design fees properly and reasonably incurred or which will be properly and reasonably incurred, including architects’, engineers’ and other design consultants’ fees, and directly attributable to a Change Compensation Event, but excluding all other costs of the D&C Subcontractor and all Agreed Margins other than the Margin of the relevant third party design consultant.

**Disruption Event** means each of the following events:

- (a) a Compensable Extension Event;
- (b) a D&C Modification;
- (c) a Rebuilding Event; and

- (d) a CCP Modification that occurs on or after the Date of Tolling Completion.

**Entitlement Period** means the period of time which relates to each Category of Works as set out in Annexure 1 of this Schedule.

**EOT Additional Traffic Impact** has the meaning given in the D&C Subcontract.

**Financing Delay Costs** means the debt financing costs forecasted to be incurred (in the case of interest expense) or paid (in the case of principal amounts and interest expense) by Project Co in accordance with the Base Case Financial Model during the period of a delay to the achievement of Tolling Completion caused by an Uninsurable Force Majeure Event that occurs prior to the Date of Tolling Completion.

**Initial Traffic Impact Schedule** has the meaning given in the CityLink Access Deed.

**Margin** means an amount on account of off-site overheads and administrative, corporate and other like costs and profit.

**Modification Additional Traffic Impact** has the meaning given in the D&C Subcontract.

**O&M Base Costs** means the actual costs properly and reasonably incurred or which will be properly and reasonably incurred by OpCo or any other Subcontractors (as the case may be) to the extent that they exceed the relevant amounts (if any) assumed in the Notional Cost Profile for carrying out non-capital works or activities and directly attributable to a Change Compensation Event including warranty costs and lifecycle costs, but excluding the O&M Margin.

**O&M Margin** means the percentage that OpCo or any other Subcontractor may charge in accordance with Table 3 in section 3.2 of this Part A to cover all off-site and on-site overheads and administrative, corporate and other like costs and profits of OpCo or that other Subcontractor.

**Project Discount Rate** means a discount rate equal to the WGT Project IRR as set out in worksheet Wdef in the Base Case Financial Model.

**Prolongation Costs** means the lower of:

- (a) subject to section 3.3(b) of this Part A, the actual, additional net costs (excluding Financing Delay Costs) properly and reasonably incurred (or in the case of a D&C Modification, to be incurred) by Project Co and directly attributable to a delay to the achievement of West Gate Tunnel Completion or Tolling Completion caused by a Compensable Extension Event, a D&C Modification or a Rebuilding Event that occurs prior to the Date of Tolling Completion; and
- (b) the maximum daily rates, being:
- (i) in respect of the Prolongation Costs incurred by Project Co and its Subcontractors (other than the D&C Subcontractor and any Subcontractors of the D&C Subcontractor), ~~\$120,000~~ 134,984; and
  - (ii) in respect of the Prolongation Costs incurred by the D&C Subcontractor and Subcontractors of the D&C Subcontractor (the **D&C Subcontractor Prolongation Costs**), the maximum daily rate for the Category of Works to which the D&C Program Activity Items relate, that have been delayed by a Compensable Extension Event, a D&C Modification or a Rebuilding Event prior to the Date of West Gate Tunnel Completion during the relevant Entitlement Period,

as calculated under section 3.3 of this Part A.

**Rebuilding Event** means a determination by the State under clause 39.3(c) of this Agreement or an event under clause 39.3(d) of this Agreement.

**Rebuilding Event Additional Traffic Impact** has the meaning given in the D&C Subcontract.

**Savings** means:

- (a) in respect of costs that are not the subject of the Notional Cost Profile, the amount of any costs, including any Agreed Margins or other Margin, avoided or otherwise reduced in accordance with this Schedule arising in connection with a Change Compensation Event; and
- (b) in respect of costs that are the subject of the Notional Cost Profile, the amount of any costs, including any Agreed Margins or other Margin, avoided or otherwise reduced in accordance with this Schedule arising in connection with a Change Compensation Event, to the extent that they are less than the relevant amounts (if any) assumed in the Notional Cost Profile.

**Toll Loss Liability Cap** has the meaning given in the D&C Subcontract.

**Traffic Impact** has the meaning given in the CityLink Access Deed.

**Traffic Impact Fee** has the meaning given in the CityLink Access Deed.

**Transport Network Changes** means any transport network changes, including:

- (a) any Assumed Transport Network Enhancements;
- (b) the construction, operation, maintenance, alteration, upgrade or repair of any road or other means of vehicle, public transport, pedestrian or bicycle access; and
- (c) the connection of any road or other means of vehicle, public transport, pedestrian or bicycle access to the West Gate Tunnel.

**Uninsurable Force Majeure Event** means a Force Majeure Event as described in clause 23.14(c)(ii) of this Agreement.

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## 2. Change Compensation Events

Change Compensation Event	Clause of this Agreement	Compensation to be calculated in accordance with the following sections of this Part A or other provisions of this Agreement as identified
Compensable Extension Event	Clause 23.10	Sections 3.1, 3.3, 3.4, (where applicable) 3.6 and 3.9 of this Part A.
Uninsurable Force Majeure Event	Clause 23.14	Sections 3.1 and 3.5 of this Part A.

<b>Change Compensation Event</b>	<b>Clause of this Agreement</b>	<b>Compensation to be calculated in accordance with the following sections of this Part A or other provisions of this Agreement as identified</b>
<b>D&amp;C Modification</b>	Clauses 34.1, 34.2, 34.3, 34.7, 34.8, 34.9, 34.10, 34.11 and 34.13	Sections 3.1, 3.2, 3.3, 3.4, 3.6, (where applicable) 3.9 and 3.11 of this Part A.
<b>CCP Modifications on or after the Date of Tolling Completion</b>	Clauses 34.1, 34.2, 34.3, 34.8, 34.12 and 34.13	Sections 3.1, 3.2, 3.4, 3.7, 3.10 and 3.11 of this Part A.
<b>Streamlined Modification Proposal</b>	Clause 34.14	Sections 3.1 and 3.2 of this Part A.
<b>Proximate State Works that are undertaken on or after the Date of Tolling Completion</b>	Clause 26.4	Sections 3.1 and 3.8 of this Part A.
<b>Handover Services</b>	Clause 28.4(h)(ii)	Sections 3.1 and 3.2 of this Part A.
<b>Repair or rebuild to different specifications prior to the Date of Tolling Completion</b>	Clause 39.3(c)	Sections 3.1, 3.2, 3.3, 3.4, 3.6 and 3.9 of this Part A.
<b>Repair or rebuild to different specifications on or after the Date of Tolling Completion</b>	Clause 39.3(c)	Sections 3.1, 3.2, 3.4, 3.7 and 3.10 of this Part A.
<b>Repair or rebuild – State risk prior to the Date of Tolling Completion</b>	Clause 39.3(d)	Sections 3.1, 3.2, 3.3, 3.4, 3.6 and 3.9 of this Part A.
<b>Repair or rebuild – State risk on or after the Date of Tolling Completion</b>	Clause 39.3(d)	Sections 3.1, 3.2, 3.4, 3.7 and 3.10 of this Part A.

The table above is provided for ease of reference only, and is not intended to be an exhaustive description of the Change Compensation Events or a party's entitlement to compensation. A party's entitlement to compensation arising from any of the Change Compensation Events set out in the table above is subject to the relevant calculation specified in the third column of that table, the remainder of this Schedule and any relevant provisions of this Agreement.

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### 3. Methodology for calculating compensation

#### 3.1 Compensation for Change Compensation Events

- (a) Without limiting section 3.1(b) of this Part A, but subject to sections 3.2 to 3.11 of this Part A and the specific requirements otherwise set out in this Agreement including this Schedule, Project Co or the State's entitlement to compensation (other than positive revenue impact calculated in accordance with sections 3.9 and 3.10 of this Part A) in respect of a Change Compensation Event will be calculated as follows:

$$P = C - D + E + F + G + H + I + J$$

where:

- P** = the amount payable to Project Co, where this is a positive amount, or the amount payable by Project Co, where this is a negative amount;
- C** = the amount of any Base Costs plus Agreed Margins or other Margins plus administrative and overhead costs calculated in accordance with section 3.2 of this Part A;
- D** = Savings;
- E** = Prolongation Costs calculated in accordance with section 3.3 of this Part A;
- F** = CityLink Revenue Impact calculated in accordance with section 3.4 of this Part A;
- G** = Financing Delay Costs calculated in accordance with section 3.5 of this Part A;
- H** = the adverse revenue impact calculated in accordance with section 3.6 of this Part A;
- I** = the adverse revenue impact calculated in accordance with section 3.7 of this Part A; and
- J** = the adverse impact on Net Operating Cashflows calculated in accordance with section 3.8 of this Part A.

The Agreed Margins or other Margin included in the calculation of D in the foregoing formula must be no less than the Allowance which would have applied to the relevant avoided costs if those costs were Base Costs or other Costs in respect of which the Agreed Margins or other Margin would have applied.

- (b) Without limiting section 3.1(a) of this Part A, but subject to sections 3.2 to 3.11 of this Part A and the specific requirements otherwise set out in this Agreement including this Schedule, the State's entitlement to positive revenue impact in respect of a Change Compensation Event will be calculated as follows:

$$P = K \text{ or } L \text{ (as applicable)}$$

where:

- P** = the amount payable to the State;
- K** = the positive revenue impact calculated in accordance with section 3.9 of this Part A; and
- L** = the positive revenue impact calculated in accordance with section 3.10 of this Part A.

**3.2 Calculation of Base Costs, Agreed Margins and administrative and overhead costs**

(a) **(Prior to Date of Tolling Completion – capital component):** For Change Compensation Events that occur prior to the Date of Tolling Completion that involve a capital component, the Base Costs, Agreed Margins and administrative and overhead costs for the capital cost component shall be calculated as:

$$A + B + C + D + E + F$$

Where:

- A** = the Design Base Costs;
- B** = the D&C Base Costs;
- C** = the applicable D&C Preliminaries (set out in Table 1) multiplied by B;
- D** = the applicable D&C Margin (set out in Table 1) multiplied by the sum of B and C;
- E** = any other Base Costs (other than A, B and any O&M Base Costs) necessary to undertake the Change Compensation Event; and
- F** = any administrative and overhead costs (excluding permanent Project Co employees) reasonably and properly incurred by Project Co in administering the Change Compensation Event.

**Table 1**

Column 1	Column 2	Column 3	Column 4
<b>Threshold</b>	\$0 to \$10m	>\$10m to \$50m	>\$50m
	Base Cost <sup>1</sup>	Base Cost <sup>1</sup>	Base Cost <sup>1</sup>
<b>Component</b>	<b>Allowance</b>	<b>Allowance</b>	<b>Allowance</b>
D&C Margin (D&C Subcontractor or OpCo, as applicable)	11.88%	11.88%	11.88%



Column 1	Column 2	Column 3	Column 4
<b>Threshold</b>	\$0 to \$10m Base Cost <sup>1</sup>	>\$10m to \$50m Base Cost <sup>1</sup>	>\$50m Base Cost <sup>1</sup>
<b>Component</b>	<b>Allowance</b>	<b>Allowance</b>	<b>Allowance</b>
D&C Preliminaries (D&C Subcontractor or OpCo, as applicable)	18%	18%	18%
<sup>1</sup> The above dollar thresholds are as at Financial Close and will be Indexed thereafter.			

- (b) **(On or after Date of Tolling Completion – capital component):** For Change Compensation Events that occur on or after the Date of Tolling Completion that involve a capital component, the Base Costs, Agreed Margins and administrative and overhead costs for the capital cost component shall be calculated as:

$$A + B + C + D + E + F$$

Where:

**A =** the Design Base Costs;

**B =** the D&C Base Costs;

**C =** the applicable preliminaries multiplied by B, being:

- (i) during the first 2 years after the Date of Tolling Completion, the applicable D&C Preliminaries (set out in Table 2) where the D&C Subcontractor or OpCo undertakes the works, or in circumstances where neither the D&C Subcontractor nor OpCo undertakes the works, the percentage that the Subcontractor carrying out the works may charge to cover all on-site overheads and other like costs as determined through a competitive process in accordance with section 7 of this Part A; or
- (ii) after the first 2 years after the Date of Tolling Completion:
  - A. the applicable D&C Preliminaries where OpCo undertakes the works or where, in respect of a Change Compensation Event arising from a Contamination Modification Event of the kind described in paragraph (c) of the definition of Contamination Modification Event, the D&C Subcontractor undertakes the works; or
  - B. in circumstances where paragraph 1) does not apply, the percentage that the Subcontractor carrying out the works may charge to cover all on-site overheads and other like costs as determined through a competitive process in accordance with section 7 of this Part A;

- D =** the applicable margin multiplied by the sum of B and C, being:
- (i) during the first 2 years after the Date of Tolling Completion, the applicable D&C Margin (set out in Table 2) where the D&C Subcontractor or OpCo undertakes the works, or in circumstances where neither the D&C Subcontractor nor OpCo undertakes the works, the percentage that the Subcontractor carrying out the works may charge as determined through a competitive process in accordance with section 7 of this Part A; or
  - (ii) after the first 2 years after the Date of Tolling Completion:
    - A. the applicable D&C Margin where OpCo undertakes the works or where, in respect of a Change Compensation Event arising from a Contamination Modification Event of the kind described in paragraph (c) of the definition of Contamination Modification Event, the D&C Subcontractor undertakes the works; or
    - B. in circumstances where paragraph A does not apply, the percentage that the Subcontractor carrying out the works may charge as determined through a competitive process in accordance with section 7 of this Part A;
- E =** any other Base Costs (other than A, B and any O&M Base Costs) necessary to undertake the Change Compensation Event; and
- F =** any administrative and overhead costs (excluding permanent Project Co employees) reasonably and properly incurred by Project Co in administering the Change Compensation Event.

**Table 2**

Column 1	Column 2	Column 3	Column 4
<b>Threshold</b>	\$0 to \$10m Base Cost <sup>1</sup>	>\$10m to \$50m Base Cost <sup>1</sup>	>\$50m Base Cost <sup>1</sup>
<b>Component</b>	<b>Allowance</b>	<b>Allowance</b>	<b>Allowance</b>
D&C Margin (D&C Subcontractor or OpCo, as applicable)	11.88%	11.88%	11.88%
D&C Preliminaries (D&C Subcontractor or OpCo, as applicable)	18%	18%	18%
<sup>1</sup> The above dollar thresholds are as at Financial Close and will be Indexed thereafter.			

- (c) **(D&C Phase and O&M Phase – non-capital cost component):** Subject to section 3.2(d) of this Part A, for Change Compensation Events (including those with a capital cost component and whether the Change Compensation Event occurs

before, on or after the Date of Tolling Completion) which impact on the cost of carrying out the OpCo D&C Phase IRS Activities, the O&M Activities or the CityLink O&M Activities, the Base Costs, Agreed Margins and administrative and overhead costs for the non-capital costs shall be calculated as:

$$A + B + C + D + E + F + G$$

Where:

- A** = the D&C IRS Base Costs;
- B** = the O&M Base Costs;
- C** = the CityLink Base Costs;
- D** = the Bureau System Costs;
- E** = the O&M Margin (set out in Table 3) multiplied by the sum of A, B, C and D;
- F** = any other Base Costs (other than Design Base Costs and D&C Base Costs) necessary to undertake the Change Compensation Event; and
- G** = any administrative and overhead costs (excluding permanent Project Co employees) reasonably and properly incurred by Project Co in administering the Change Compensation Event.

**Table 3**

Column 1	Column 2	Column 3	Column 4
<b>Threshold</b>	\$0 to \$0.1m per annum  Base Cost <sup>1</sup>	>\$0.1m to \$1m per annum  Base Cost <sup>1</sup>	>\$1m per annum  Base Cost <sup>1</sup>
<b>Component</b>	<b>Allowance</b>	<b>Allowance</b>	<b>Allowance</b>
<b>O&amp;M Margin</b>	10%	10%	10%
<i><sup>1</sup>The above dollar thresholds are as at Financial Close and will be Indexed thereafter.</i>			

- (d) **(Proximate State Works during the D&C Phase):** To the extent that a D&C Modification is required as a result of a Proximate State Works Notice in accordance with clause 34.10 of this Agreement then, in calculating the Base Costs under section 3.2(c) of this Part A, subject to clause 26.4(e) of this Agreement, Project Co will not be entitled to any amount attributable to the impact of Transport Network Changes undertaken outside of the Construction Areas, Maintenance Areas or Leased Area following completion of the carrying out of those Transport Network Changes.

### 3.3 Compensation for Prolongation Costs

- (a) Subject to section 3.3(b) of this Part A and the specific requirements otherwise set out in this Agreement, Project Co's entitlement to Prolongation Costs on the occurrence of a D&C Modification, Compensable Extension Event or Rebuilding Event prior to the Date of Tolling Completion will be calculated as follows for each day for which Project Co is granted an extension of time:
- (i) in the case of a D&C Modification, from the Date for West Gate Tunnel Completion or Date for Tolling Completion at the time of the Modification Order until the revised Date for West Gate Tunnel Completion or Date for Tolling Completion (as applicable) set out in the Modification Order under clause 34.1(c)(iii) of this Agreement; and
  - (ii) in the case of a Compensable Extension Event or Rebuilding Event that occurs prior to the Date of Tolling Completion, from the Date for West Gate Tunnel Completion or Date for Tolling Completion at the time of the relevant event or determination until the earliest of:
    - A. the revised Date for West Gate Tunnel Completion or Date for Tolling Completion (as applicable) due to that event or determination;
    - B. the Date of West Gate Tunnel Completion or Date of Tolling Completion (as applicable); and
    - C. any termination of this Agreement.
- (b) Project Co is not entitled to Claim, and the State will have no Liability to pay amounts on account of, D&C Subcontractor Prolongation Costs in respect of a delay to the Works relating to:
- (i) a D&C Program Activity Item which occurs outside of an Entitlement Period; or
  - (ii) any activity or item of work which is not a D&C Program Activity Item.

### 3.4 Compensation for CityLink Revenue Impact

- (a) **(CityLink Revenue Impact):** The parties acknowledge and agree that any CityLink Revenue Impact will be agreed or determined in accordance with this section 3.4 of this Part A, and:
- (i) will not be determined by the Independent Reviewer and Environmental Auditor; and
  - (ii) sections 5 and 6 of this Part A will not apply to such CityLink Revenue Impact
- (b) **(Negotiation in respect of CityLink Revenue Impact):** Once the impact of a Disruption Event has come to an end, or if the impact of the Disruption Event continues beyond a period of 6 months:
- (i) Project Co may give the State a notice within 10 Business Days:
    - A. after the impact of the Disruption Event has come to an end;  
or

- B. if the impact of the Disruption Event continues beyond a period of 6 months, at any time after each interval of 6 months since the commencement of the impact of the Disruption Event has elapsed (provided that such notice will not be given more than twice in any 12 month period),
- setting out Project Co's calculation of the CityLink Revenue Impact; and
- (ii) provided Project Co has given the State a notice in accordance with section 3.4(b)(i) of this Part A, the parties must meet and negotiate in good faith to agree the CityLink Revenue Impact within 15 Business Days after the State receives Project Co's notice.
- (c) **(Dispute):** If the parties are not able to agree all or any part of the CityLink Revenue Impact within the time period specified in section 3.4(b)(ii) of this Part A, Project Co may refer the matter for resolution in accordance with clauses 43 to 44 of this Agreement, in which case the disputed CityLink Revenue Impact payable by the State shall be the lower of:
- (i) the amount of the CityLink Revenue Impact set out in the notice given by Project Co in accordance with section 3.4(b)(i) of this Part A; and
- (ii) the amount determined in accordance with clauses 43 to 44 of this Agreement.
- (d) **(D&C Subcontractor Impacts):** The parties acknowledge and agree that without limiting section 3.4(c) of this Part A and subject to section 3.4(f) of this Part A, for the purposes of the negotiations under section 3.4(b) of this Part A and any Dispute referred to resolution under section 3.4(c) of this Part A, any CityLink Revenue Impact resulting from the D&C Subcontractor implementing additional Traffic Impacts as a direct result of the relevant Disruption Event must not exceed the value of the Traffic Impacts (determined as the amount the D&C Subcontractor would ordinarily be required to pay to implement the Traffic Impacts under the CityLink Access Deed, being the Traffic Impact Fees) set out in any relevant:
- (i) Change Notice (as defined under the D&C Subcontract) issued in accordance with the D&C Subcontract; or
- (ii) Modification Order (as defined in the D&C Subcontract) issued in accordance with the D&C Subcontract.
- (e) **(No claim):** Project Co will not be entitled to claim (and must procure that the CityLink Parties do not claim) any CityLink Revenue Impact:
- (i) in respect of a Traffic Impact, to the extent that Project Co or the CityLink Parties are entitled to recover Traffic Impact Fees from the D&C Subcontractor in respect of that Traffic Impact; and
- (ii) in respect of a traffic measure on CityLink, to the extent that Project Co or the CityLink Parties are entitled to recover any CityLink Revenue Impact from a relevant Subcontractor (other than the D&C Subcontractor) in respect of that traffic measure on CityLink.
- (f) **(Liability exceeding Toll Loss Liability Cap):** Where the Toll Loss Liability Cap has been exhausted, Project Co will be entitled to compensation for an amount equal to the CityLink Revenue Impact attributable to the additional Traffic Impacts, which would have been assessed as payable to the CityLink Parties by the D&C Subcontractor in accordance with the CityLink Access Deed, but for the operation of the Toll Loss Liability Cap, provided that:

- (i) the nominal value of the CityLink Revenue Impact must not exceed the aggregate of the Traffic Impact Fees which, but for the Toll Loss Liability Cap, would have been payable by the D&C Subcontractor to the CityLink Parties; and
  - (ii) the State will not be liable for any interest or escalation between the date of the CityLink Revenue Impact and the date which is 30 days after the date of a notice given by Project Co under section 3.4(g)(i) of this Part A.
- (g) **(Notification of State liability for D&C Subcontractor impacts):** Project Co must promptly notify the State when:
- (i) the Toll Loss Liability Cap is exhausted; and
  - (ii) any Liability of the State described in section 3.4(f) of this Part A has accrued.
- (h) **(Sole remedy):** Project Co's entitlements under this section 3.4 of this Part A constitute Project Co's sole and exclusive remedy to recover CityLink revenue losses arising in respect of any CityLink Revenue Impacts.

### 3.5 Compensation for Financing Delay Costs

Subject to the specific requirements otherwise set out in this Agreement, Project Co's entitlement to Financing Delay Costs on the occurrence of an Uninsurable Force Majeure Event prior to the Date of Tolling Completion, will be calculated for each day for which Project Co is granted an extension of time, from the Date for Tolling Completion at the time of the relevant event or determination until the earliest of:

- (a) the revised Date for Tolling Completion due to that event or determination;
- (b) the Date of Tolling Completion; and
- (c) any termination of this Agreement.

### 3.6 Compensation for adverse revenue impact prior to Tolling Completion

- (a) **(Compensable Extension Events):** In respect of any Compensable Extension Event, that will:
- (i) delay the Date of Tolling Completion; and/or
  - (ii) necessitate a physical change to the scope of Works which will result in a decrease in Projected Revenue over the Term,

Project Co will be entitled to payment of an amount equal to:

- (iii) the lesser of:
    - A. the Projected Revenue immediately before the occurrence of the Compensable Extension Event; and
    - B. the Base Case Projected Revenue immediately before the occurrence of the Compensable Extension Event;
- minus

- (iv) the Projected Revenue immediately after the occurrence of the Compensable Extension Event.
- (b) **(D&C Modification):** Subject to section 3.6(c) of this Part A, in respect of a D&C Modification:
  - (i) that will delay the Date of Tolling Completion;
  - (ii) that will necessitate a physical change to the scope of Works which will result in a decrease in Projected Revenue over the Term;
  - (iii) that comprises a CMR Modification and will result in an adverse impact on Projected Revenue; and/or
  - (iv) that is required as a result of a Proximate State Works Notice in accordance with clause 34.10 of this Agreement and will result in a decrease in Projected Revenue over the Term,

Project Co will be entitled to payment of an amount equal to:

- (v) the lesser of:
  - A. the Projected Revenue immediately before the State issued a Modification Order to Project Co in respect of the D&C Modification; and
  - B. the Base Case Projected Revenue immediately before the State issued a Modification Order to Project Co in respect of the D&C Modification;minus
- (vi) the Projected Revenue immediately after the State issued a Modification Order to Project Co in respect of the D&C Modification.
- (c) **(Proximate State Works during the D&C Phase):** To the extent that a D&C Modification is required as a result of a Proximate State Works Notice in accordance with clause 34.10 of this Agreement, in assessing whether there has been a decrease in Projected Revenue for the purposes of section 3.6(b) of this Part A, Project Co will not be entitled to any amount attributable to a reduction of the Projected Revenue arising from the impact of Transport Network Changes undertaken outside of the Construction Areas, Maintenance Areas or Leased Area following completion of the carrying out of those Transport Network Changes, other than a reduction in the Projected Revenue arising from:
  - (i) a permanent reduction in the maximum posted speed applicable in the ordinary steady state operation of the part or parts of the Freeway that are impacted by the carrying out of the Transport Network Changes; or
  - (ii) a removal or closure of a lane on a section or sections of the Freeway that is not on a temporary or short-term basis,as a direct result of a Transport Network Change.
- (d) **(Rebuilding (State risk) prior to the Date of Tolling Completion):** In respect of an event under clause 39.3(d) of this Agreement which occurs prior to the Date of Tolling Completion that will delay the Date of Tolling Completion, Project Co will be entitled to payment of an amount equal to:



- (i) the lesser of:
    - A. the Projected Revenue immediately before the occurrence of the loss or damage referred to in clause 39.3(d) of this Agreement; and
    - B. the Base Case Projected Revenue immediately before the occurrence of the loss or damage referred to in clause 39.3(d) of this Agreement;minus
  - (ii) the Projected Revenue immediately after the occurrence of the loss or damage referred to in clause 39.3(d) of this Agreement.
- (e) **(Rebuilding to different specifications prior to the Date of Tolling Completion):** In respect of a determination by the State under clause 39.3(c) of this Agreement made prior to the Date of Tolling Completion that will:
- (i) delay the Date of Tolling Completion; and/or
  - (ii) result in a decrease in Projected Revenue over the Term,
- Project Co will be entitled to payment of an amount equal to the lesser of:
- A. the Projected Revenue had the State determined that the Relevant Infrastructure was to be repaired or rebuilt on the basis of the specifications in the PSR and the other requirements of this Agreement; and
  - B. the Base Case Projected Revenue had the State determined that the Relevant Infrastructure was to be repaired or rebuilt on the basis of the specifications in the PSR and the other requirements of this Agreement;
- minus
- (iii) the Projected Revenue immediately after the State's determination under clause 39.3(c) of this Agreement that the Relevant Infrastructure is to be repaired or rebuilt on the basis of different specifications to the PSR or other requirements of this Agreement.

### **3.7 Compensation for adverse revenue impact on or after Tolling Completion**

- (a) **(Modification on or after the Date of Tolling Completion):** Subject to section 3.7(b) of this Part A, in respect of a CCP Modification that:
- (i) is required to be undertaken on or after the Date of Tolling Completion; and
  - (ii) has or will result in a decrease in Projected Revenue over the Term,
- Project Co will be entitled to payment of an amount equal to:
- (iii) the Projected Revenue immediately before the State issued a Modification Order to Project Co in respect of the CCP Modification; minus

- (iv) the Projected Revenue immediately after the State issued a Modification Order to Project Co in respect of the CCP Modification.
- (b) **(Latent Condition Event):** To the extent that a CCP Modification relates to a Latent Condition Event, Project Co will only be entitled to payment of an amount calculated in accordance with section 3.7(a) of this Part A if the net present value of that amount exceeds \$20 million (Indexed).
- (c) **(Rebuilding (State risk) on or after the Date of Tolling Completion):** In respect of an event under clause 39.3(d) of this Agreement which:
  - (i) occurs on or after the Date of Tolling Completion; and
  - (ii) has or will result in a decrease in Projected Revenue over the Term,Project Co will be entitled to payment of an amount equal to:
  - (iii) the Projected Revenue immediately before the occurrence of the loss or damage referred to in clause 39.3(d) of this Agreement; minus
  - (iv) the Projected Revenue immediately after the occurrence of the loss or damage referred to in clause 39.3(d) of this Agreement.
- (d) **(Rebuilding to different specifications on or after Date of Tolling Completion):** In respect of a determination by the State under clause 39.3(c) of this Agreement which:
  - (i) occurs on or after the Date of Tolling Completion; and
  - (ii) has or will result in a decrease in Projected Revenue over the Term,Project Co will be entitled to payment of an amount equal to:
  - (iii) the Projected Revenue had the State determined that the Relevant Infrastructure was to be repaired or rebuilt on the basis of the specifications in the PSR and the other requirements of this Agreement; minus
  - (iv) the Projected Revenue immediately after the State's determination under clause 39.3(c) of this Agreement that the Relevant Infrastructure is to be repaired or rebuilt on the basis of different specifications to the PSR or other requirements of this Agreement.
- (e) **(Present values):** The amounts referred to in this section 3.7 of this Part A will be calculated using a discount rate in respect of Projected Revenue equal to the Project Discount Rate.

### **3.8 Adverse impact on Net Operating Cashflow in respect of Proximate State Works on or after the Date of Tolling Completion**

- (a) Subject to section 3.8(b) of this Part A, in respect of Proximate State Works undertaken on or after the Date of Tolling Completion that has or will result in a decrease in Net Operating Cashflow over the Term, Project Co will be entitled to payment of an amount which restores it to the position it would be were the impact of the Proximate State Works overcome so that the Net Operating Cashflow after the State issued the relevant Proximate State Works Notice is the lower of:

- (i) the Net Operating Cashflow immediately before the State issued the relevant Proximate State Works Notice; and
  - (ii) the Base Case Net Operating Cashflow immediately before the State issued the relevant Proximate State Works Notice.
- (b) In assessing whether there has been a decrease in Net Operating Cashflow for the purposes of section 3.8(a) of this Part A, Project Co will not be entitled to any amount attributable to a reduction of the Net Operating Cashflow arising from the impact of Transport Network Changes undertaken outside of the Maintenance Areas or Leased Area following completion of the carrying out of those Transport Network Changes, other than a reduction in the Projected Revenue arising from:
- (i) a permanent reduction in the maximum posted speed applicable in the ordinary steady state operation of the part or parts of the Freeway that are impacted by the carrying out of the Transport Network Changes; or
  - (ii) a removal or closure of a lane on a section or sections of the Freeway that is not on a temporary or short-term basis,
- as a direct result of a Transport Network Change.
- (c) The amounts referred to in this section 3.8 of this Part A will be calculated using a discount rate in respect of Net Operating Cashflow equal to the Project Discount Rate.

### 3.9 Positive revenue impact prior to Tolling Completion

- (a) **(Compensable Extension Events):** In respect of a Compensable Extension Event described in paragraphs (a), (b), (d), (e), (f) and (g) of the definition of Compensable Extension Event and an event that is deemed under clauses 2.20(n) or 13.7(b)(ii) of this Agreement to be a Compensable Extension Event, for which Project Co has been granted relief in accordance with this Agreement and that will necessitate a physical change to the scope of Works which will result in an increase in Projected Revenue over the Term, the State will be entitled to payment of an amount equal to 50% of:
- (i) the Projected Revenue immediately after the occurrence of the Compensable Extension Event; minus
  - (ii) the Projected Revenue immediately before the occurrence of the Compensable Extension Event.
- (b) **(D&C Modification):** In respect of a D&C Modification that will necessitate a physical change to the scope of Works which will result in an increase in Projected Revenue over the Term, the State will be entitled to payment of an amount equal to 50% of:
- (i) the Projected Revenue immediately after the State issued a Modification Order to Project Co in respect of the D&C Modification; minus
  - (ii) the Projected Revenue immediately before the State issued a Modification Order to Project Co in respect of the D&C Modification.
- (c) **(Rebuilding (State risk) prior to the Date of Tolling Completion):** In respect of an event under clause 39.3(d) of this Agreement which:
- (i) occurs prior to the Date of Tolling Completion; and

- (ii) has or will result in an increase in Projected Revenue over the Term,  
the State will be entitled to payment of an amount equal to 50% of:
  - (iii) the Projected Revenue immediately after the occurrence of the loss or damage referred to in clause 39.3(d) of this Agreement; minus
  - (iv) the Projected Revenue immediately before the occurrence of the loss or damage referred to in clause 39.3(d) of this Agreement.
- (d) **(Rebuilding to different specifications prior to the Date of Tolling Completion):** In respect of a determination by the State under clause 39.3(c) of this Agreement which:
  - (i) is made prior to the Date of Tolling Completion; and
  - (ii) has or will result in an increase in Projected Revenue over the Term,  
the State will be entitled to payment of an amount equal to 50% of:
    - (iii) the Projected Revenue immediately after the State's determination under clause 39.3(c) of this Agreement that the Relevant Infrastructure is to be repaired or rebuilt on the basis of different specifications to the PSR or other requirements of this Agreement; minus
    - (iv) the Projected Revenue had the State determined that the Relevant Infrastructure was to be repaired or rebuilt on the basis of the specifications in the PSR and the other requirements of this Agreement.
- (e) **(Present values):** The amounts referred to in this section 3.9 of this Part A will be calculated using a discount rate in respect of Projected Revenue equal to the Project Discount Rate.

### **3.10 Positive revenue impact on or after Tolling Completion**

- (a) **(Modification after the Date of Tolling Completion):** In respect of a CCP Modification that:
  - (i) is required to be undertaken on or after the Date of Tolling Completion; and
  - (ii) has or will result in an increase in Projected Revenue over the Term,  
the State will be entitled to payment of an amount equal to 50% of:
    - (iii) the Projected Revenue immediately after the State issued a Modification Order to Project Co in respect of the CCP Modification; minus
    - (iv) the Projected Revenue immediately before the State issued a Modification Order to Project Co in respect of the CCP Modification.
- (b) **(Rebuilding to different specifications after Date of Tolling Completion):** In respect of a determination by the State under clause 39.3(c) of this Agreement which:
  - (i) is made on or after the Date of Tolling Completion; and
  - (ii) has or will result in an increase in Projected Revenue over the Term,

the State will be entitled to payment of an amount equal to 50% of:

- (iii) the Projected Revenue immediately after the Relevant Infrastructure is repaired or rebuilt in accordance with the State's determination under clause 39.3(c) of this Agreement; minus
- (iv) the Projected Revenue had the State determined that the Relevant Infrastructure was to be repaired or rebuilt on the basis of the specifications in the PSR and the other requirements of this Agreement.

(c) **(Rebuilding (State risk) after the Date of Tolling Completion):** In respect of an event under clause 39.3(d) of this Agreement which:

- (i) occurs on or after the Date of Tolling Completion; and
- (ii) has or will result in an increase in Projected Revenue over the Term,

the State will be entitled to payment of an amount equal to 50% of:

- (iii) the Projected Revenue immediately after the occurrence of the loss or damage referred to in clause 39.3(d) of this Agreement; minus
- (iv) the Projected Revenue immediately before the occurrence of the loss or damage referred to in clause 39.3(d) of this Agreement.

(d) **(Present values):** The amounts referred to in this section 3.10 of this Part A will be calculated using a discount rate in respect of Projected Revenue equal to the Project Discount Rate.

### 3.11 Payment for Modification Quotes

If clause 34.3(a) of this Agreement applies, the State must pay Project Co the third party costs calculated in accordance with this Part A up to the amount quoted by Project Co in accordance with clause 34.3(a)(ii)B of this Agreement for the preparation of the Modification Quote:

- (a) **(no State Modification Order):** if the State does not issue a Modification Order, within 20 Business Days of receiving an invoice from Project Co for such third party costs provided that the relevant Modification Quote has been prepared and submitted in accordance with this Agreement; or
- (b) **(State Modification Order):** if the State does issue a Modification Order, as part of the amount payable by the State for the Modification (including taking into account any Savings).

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## 4. General

### 4.1 General principles for calculating compensation

- (a) Compensation in respect of a Change Compensation Event or Key Risk Event will be determined as follows:
  - (i) **(overriding considerations):** the overriding considerations will be that:
    - A. the State is receiving value for money; and
    - B. the compensation amount is fair and reasonable and is calculated in a manner that is transparent;

- (ii) **(timing of payments):** all payments made in accordance with this Schedule will be made in accordance with section 4.2 of this Part A;
  - (iii) **(time value of money):**
    - A. appropriate regard must be given to the time value of money and timing of cash flows; and
    - B. all cash flows must be discounted or inflated to reflect when they occur (if applicable) using, unless otherwise specified, a discount rate equal to the Project Discount Rate;
  - (iv) **(open book basis):**
    - A. Project Co must:
      - 1) provide all information referred to in this Schedule on an open book basis, in accordance with section 4.1(iv)B of this Part A;
      - 2) if required by the State, make available the appropriate personnel to explain the basis on which a particular calculation has been made; and
      - 3) allow the State to review and undertake reasonable audits to enable it to verify compliance with this section 4.1(iv) of this Part A in respect of the information referred to in section 4.1(iv)A1) of this Part A,  
  
in order to enable the State to make an accurate assessment of actual Costs and Savings in accordance with this Schedule; and
    - B. "open book basis" will include Project Co providing a breakdown of the calculation of all relevant preliminaries, labour, equipment, materials, subcontract, finance and other costs and Margins of Project Co and its Associates in a clear and transparent manner and other information reasonably requested by the State including reasonably available source documents required to verify such calculation;
  - (v) **(no double counting):** without limiting section 4.1(b) of this Part A, no amounts will be double counted; and
  - (vi) **(margins):** except as expressly provided for in section 3 of this Part A or clause 27 of this Agreement, the State will not pay or otherwise compensate Project Co (or any Associate of Project Co) for any Margin (or loss of Margin) in respect of a Change Compensation Event or Key Risk Event.
- (b) To the extent that an event constitutes a Change Compensation Event and a Key Risk Event, the redress agreed or determined under clause 27 of this Agreement will be reduced to the extent that Project Co has been paid compensation in accordance with this Schedule for that Change Compensation Event.

## 4.2 Form and timing of compensation

- (a) **(Form of compensation):** Subject to clause 27 of this Agreement, if a Change Compensation Event or Key Risk Event results in an amount owing from the State to Project Co, the State may elect to:
- (i) pay such amount in accordance with sections 4.2(b), (c) and (d) of this Part A; or
  - (ii) require that the parties negotiate in good faith an alternative form of redress, which may include:
    - A. varying the Project Documents;
    - B. varying the Term;
    - C. varying the Toll Calculation Schedule; or
    - D. taking such other action as the parties may agree,provided that if the parties are unable to agree an alternative form of redress within a reasonable period of time, having regard to Project Co's Net Operating Cashflow immediately after the Change Compensation Event or Key Risk Event, the State will, without limiting its rights under clause 34 of this Agreement, pay the relevant amount owing in accordance with section 4.2(a)(i) of this Part A.
- (b) **(Payment of Compensation):** If:
- (i) a Change Compensation Event results in an amount owing from Project Co to the State:
    - A. in accordance with section 3.1(a) of this Part A, such amount will be a debt due and payable by Project Co to the State; and
    - B. in accordance with section 3.1(b) of this Part A such amount (being the **State Amount**) will be a debt due and payable by Project Co to the State on or after the Date of Tolling Completion, provided that if Project Co is not in a position to pay the State Amount and pay any amount contemplated in the Notional Cost Profile, the Notional Debt Profile or the Notional Tax Profile in the Financial Year in which the State Amount is due and payable to the State (including having regard to the relevant Change Compensation Event), Project Co's obligation to pay the State Amount will be deferred until the first date on which Project Co is able to pay the State Amount and the amount contemplated in the Notional Cost Profile, the Notional Debt Profile and the Notional Tax Profile;
  - (ii) a Change Compensation Event or Key Risk Event results in an amount owing from the State to Project Co and:
    - A. the State has elected to pay the amount owing; and
    - B. the amount owing is not financed by Project Co in accordance with section 4.2(c) of this Part A,the State will pay such amount to Project Co:

- C. subject to sections 4.2(b)(ii)D, 4.2(b)(ii)E and 4.2(b)(ii)F of this Part A, in accordance with the payment arrangements set out in the Change Notice accepted in accordance with section 6.1(a)(ii)A of this Part A, Modification Order or as agreed or determined in accordance with clause 27.4 of this Agreement (which could include a lump sum payment, monthly payment in arrears, a series of milestone payments (or a combination of these methods)) and, if applicable, section 4.2(d) of this Part A;
  - D. in respect of Prolongation Costs, within 1 Month after the date of the receipt from Project Co of the Change Notice or in accordance with the payment arrangements set out in the Modification Order (as applicable), except to the extent that any Prolongation Costs are disputed by the State and referred for resolution in accordance with clauses 43 to 44 of this Agreement;
  - E. in respect of Financing Delay Costs, during the period from the date on which the Date of Tolling Completion would have occurred had Tolling Completion not been delayed by the relevant Change Compensation Event at the times when debt financing amounts were forecast to be paid or repaid during that period as set out in the Base Case Financial Model, and on the last date on which such Financing Delay Costs accrue (in respect of any Financing Delay Costs in the nature of interest expenses that have accrued but were not forecast to be paid at or before that time); and
  - F. in respect of any CityLink Revenue Impact, within 1 Month after the parties agree the CityLink Revenue Impact under section 3.4(b)(ii) of this Part A except to the extent that any part of a claim for CityLink Revenue Impact is referred for resolution in accordance with clauses 43 to 44 of this Agreement under section 3.4(c) of this Part A; or
- (iii) results in an amount owing from the State to Project Co that is financed by Project Co in accordance with section 4.2(c) of this Part A, the State will pay such an amount to Project Co by way of an agreed set of payments reflecting the amount and tenor of any financing costs incurred.
- (c) **(Funding):** Where the State requests Project Co to obtain funding for a Change Compensation Event or Key Risk Event, Project Co must use all reasonable endeavours to obtain such funding, including by:
- (i) using any Savings resulting from other Change Compensation Events which have resulted in amounts being available under the Finance Documents;
  - (ii) arranging for additional funding under the Finance Documents and from other sources (if permitted under the Finance Documents); and
  - (iii) arranging other funding obtained on commercial terms for Project Co by the State (without any obligation on the State to make any such arrangements and only if permitted under the Finance Documents and on terms reasonably acceptable to Project Co).



Where Project Co, having used all reasonable endeavours, is unable to obtain funding that is on terms which are satisfactory to the State, the State will, without limiting its rights under clause 34 of this Agreement, pay the relevant amounts in accordance with section 4.2(b) of this Part A.

- (d) **(Lump Sum Payments):** Without limiting section 4.2(b)(ii)C of this Part A, if the State's payment to Project Co of an amount calculated in accordance with this Part A in respect of a CCP Modification will be a lump sum payment, the State will pay such amount to Project Co when the following requirements have been satisfied:
- (i) in respect of D&C Modifications, upon certification by the Independent Reviewer and Environmental Auditor that the CCP Modification has been completed in accordance with the relevant Modification Order and this Agreement; and
  - (ii) in respect of Modifications occurring or required to be completed on or after the Date of Tolling Completion:
    - A. if the State requires certification of any works required as a result of the CCP Modification by a suitably qualified independent reviewer, upon such certification that the CCP Modification has been completed in accordance with the relevant Modification Order and this Agreement; or
    - B. otherwise as a debt due and payable,and within 60 days after receiving a valid tax invoice from Project Co for the amount calculated in accordance with this Part A.

### **4.3 Modifications and Streamlined Modification Proposals**

- (a) **(Application to Modifications):** Sections 5 and 6 of this Part A do not apply to Modifications (including where arising as a result of a Streamlined Modification Proposal).
- (b) **(Process for Modifications):** The process for dealing with Modifications, including the issue of Modification Requests, Modification Quotes, Modification Proposals and Modification Orders, is set out in clause 34 of this Agreement.
- (c) **(Obligations for Modifications):** Subject to section 4.3(f) of this Part A, any Modification Request, Modification Quote, Modification Proposal or Modification Order issued must comply with the applicable requirements of clause 34 of this Agreement and be prepared in accordance with and comply with Part B of this Schedule, and references in Part B of this Schedule to a "Change Notice" will be deemed to refer to each Modification Request, Modification Quote, Modification Proposal or Modification Order, as the case may be.
- (d) **(Tender process in respect of a Modification):** Without limiting the State's rights under this Agreement (including where Project Co fails to submit a Modification Quote in accordance with this Agreement), where:
  - (i) Project Co has not submitted a Modification Quote as required by and in accordance with clause 34 of this Agreement; or
  - (ii) the State responds to a Modification Quote in accordance with clause 34.4(b)(iv) of this Agreement,

the State may request that Project Co carry out a tender process in respect of a Modification in accordance with section 7 of this Part A.

- (e) **(Undertake tender process):** Upon receipt of a request under section 4.3(d) of this Part A, Project Co must carry out a tender process in accordance with section 7 of this Part A.
- (f) **(Modification arising from Streamlined Modification Proposal):** In respect of any Modification arising as a result of a Streamlined Modification Proposal:
  - (i) clause 34.14 of this Agreement will apply;
  - (ii) any amounts claimed or payable in respect of a Modification as a result of a Streamlined Modification Proposal must be calculated in accordance with this Schedule; and
  - (iii) Project Co must promptly provide such information as is reasonably requested by the State Representative to support the amount claimed to be payable for the Modification as a result of a Streamlined Modification Proposal; but
  - (iv) a Streamlined Modification Proposal (or response to it) is not otherwise required to comply with Part B of this Schedule.

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## 5. Change Notice

### 5.1 Change Notice and State Response

- (a) **(Change Notice):** Any Change Notice submitted by Project Co must be prepared in accordance with and comply with Part B of this Schedule.
- (b) **(Requirements for Change Compensation Event):** If an event or change, other than a Key Risk Event, is expressed in this Agreement to be subject to, or an amount is to be calculated in accordance with, this Schedule, then, as a condition precedent to making a claim in respect of such a Change Compensation Event, Project Co must, subject to sections 3.4 and 4.3 of this Part A:
  - (i) prepare and submit to the State Representative or Reviewing Party (as defined in the Review Procedures) specified in this Agreement a Change Notice within the time specified in this Agreement; or
  - (ii) if no time is specified in this Agreement, within 20 Business Days after the date on which Project Co first became aware of the Change Compensation Event.
- (c) **(Right of rejection):** Without limiting section 6.2 of this Part A, the State Representative or Reviewing Party (as defined in the Review Procedures) is entitled to reject a Change Notice where the Change Notice fails to meet the requirements of this Schedule and this Agreement.
- (d) **(Updated Change Notice):** Where:
  - (i) a Change Notice is submitted;
  - (ii) the Change Compensation Event continues beyond the issue of the initial Change Notice; and

- (iii) there is no obligation otherwise in this Agreement to submit an updated Change Notice,

Project Co must prepare and submit to the State an updated Change Notice every 20 Business Days (or such longer period as reasonably determined by the State, having regard to the extent and nature of the Change Compensation Event and its effects) for the period of the Change Compensation Event or the consequences of such event where either continue beyond the issue of the initial Change Notice.

## 5.2 State may request a Change Notice

- (a) **(Request):** Without limiting the State's rights under this Agreement (including where Project Co has failed to submit a Change Notice in accordance with this Agreement), where:

- (i) the State believes that a Change Compensation Event has occurred; and
- (ii) Project Co has not submitted a Change Notice as required by and in accordance with section 5.1 of this Part A,

the State may:

- (iii) in a notice entitled "Change Notice Request", request that Project Co prepare and submit a Change Notice in respect of the particular Change Compensation Event; or
- (iv) subject to the terms of section 7 of this Part A, request Project Co to carry out a tender process in accordance with section 7 of this Part A,

**(Change Notice Request).**

- (b) **(Submission by Project Co):** Upon receipt of a Change Notice Request, Project Co must prepare and submit a Change Notice within 20 Business Days from receipt of the Change Notice Request in accordance with section 5.1(d) of this Part A.
- (c) **(Requirement for Tender):** Upon receipt of a request under section 5.2(a)(iv) of this Part A, Project Co must carry out a tender process in accordance with section 7 of this Part A.

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## 6. Change Response

### 6.1 State to issue a Change Response

- (a) Unless otherwise expressly stated in this Agreement, within 20 Business Days of receipt of a Change Notice, or such other period as the State reasonably requires, the State Representative:
  - (i) **(request for further information):** may request from Project Co any further information that the State Representative reasonably requires in order to assess Project Co's claim in accordance with this Schedule; and
  - (ii) **(Change Response notice):** must advise Project Co, in a notice entitled "Change Response", that the State:
    - A. accepts the Change Notice, in which case Project Co will, subject to Project Co complying with the other requirements

of this Agreement (including this Schedule), be entitled to compensation in accordance with section 3 of this Part A;

B. does not accept the Change Notice (and the reasons for this) and that it requires Project Co to:

- 1) subject to the terms of section 7 of this Part A, carry out a tender process in accordance with section 7 of this Part A;
- 2) have any amount that is not a fixed or specified amount under this Part A determined in accordance with section 8 of this Part A; or
- 3) amend any aspect of the Change Notice, in accordance with the Change Response; or

C. rejects the Change Notice and the reasons for this,

**(Change Response).**

- (b) No failure of the State Representative to review a Change Notice or to issue a Change Response in accordance with this Agreement (including within any time period specified in this Agreement) will entitle Project Co to the relief or compensation set out in the Change Notice or put time at large or deprive the State of the power to grant the relief sought or such other relief as appropriate (including the power to extend time).

## 6.2 Options where the Change Notice is not accepted

If the State Representative does not accept or rejects a Change Notice under sections 6.1(a)(ii)B or 6.1(a)(ii)C of this Part A, Project Co must:

- (a) submit an updated Change Notice to the State responding to the Change Response; or
- (b) notify the State of any specific matters which it disputes in respect of the Change Response,

within 20 Business Days (or such other period as agreed with the State) of Project Co's receipt of the Change Response.

## 6.3 Dispute resolution

Any Disputes about the Change Response may be referred by either party for resolution in accordance with clauses 43 to 44 of this Agreement.

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## 7. Tender process

- (a) **(Conduct of the tender process):** Subject to section 7(g) of this Part A, if Project Co is required to carry out a tender process under sections 4.3(d), 5.2(c) or 6.1(a)(ii)B.1) of this Part A, Project Co must:
  - (i) obtain three separate quotes (or such lesser number of quotes as directed by the State) from experienced, independent and capable contractors which are acceptable to the State (acting reasonably) to carry out the work in respect of the relevant Change Compensation Event; and

- (ii) conduct the tender process in accordance with Best Industry Practice.
- (b) **(Project Co to select)**: Project Co will be responsible for selecting a subcontractor from this process in consultation with (and subject to the prior agreement of) the State.
- (c) **(Tender process material)**: Project Co must permit the State to review all materials that are submitted in the tender process and provide any other information that the State reasonably requires (including such consents as are required by Law to carry out any Probity Investigations).
- (d) **(Selection criteria)**: Project Co must demonstrate, to the reasonable satisfaction of the State, that the subcontractor it intends to select is the best choice having regard to:
  - (i) the price quoted in the prevailing market conditions;
  - (ii) the experience and capability of that subcontractor in the context of the relevant Change Compensation Event; and
  - (iii) the ability of the subcontractor to carry out the work in respect of the Change Compensation Event in the manner required by this Agreement.

The subcontractor must meet the requirements in respect of Subcontractors set out in this Agreement.
- (e) **(Effect of tender process)**: Subject to section 7(f) of this Part A, Project Co must, within 10 Business Days of the outcome of the tender process, amend its Change Notice and submit it to the State, or where the State has exercised its right under section 5.2(a)(iv) of this Part A, submit a Change Notice which takes full account of the outcome of the tender process.
- (f) **(State not satisfied)**: If, following the conduct of the tender process, the State is not reasonably satisfied as to the matters described in section 7(d) of this Part A, or that the tender process has not been conducted in accordance with Best Industry Practice, it may:
  - (i) direct Project Co not to accept any tender;
  - (ii) otherwise instruct Project Co not to proceed with the work in respect of the relevant Change Compensation Event;
  - (iii) proceed to implement the work that would otherwise have been performed in respect of the relevant Change Compensation Event itself, through subcontractors selected by it; or
  - (iv) instruct Project Co to proceed with the work in respect of the relevant Change Compensation Event, but on another basis under this Schedule.
- (g) **(No tender)**: The State cannot require Project Co to conduct a tender process in accordance with this section 7 of this Part A in respect of:
  - (i) the Tolling Works;
  - (ii) the Tolling Back Office System;
  - (iii) the OMCS;

- (iv) the essential fire and life safety systems within the Tunnel;
- (v) the RSS;
- (vi) any proprietary software system; and
- (vii) any other system, sub-system or item of technology which the parties agree is part of an integrated end-to-end solution for operating, maintaining or tolling the West Gate Tunnel (acting reasonably and having regard to the risk that utilising a contractor procured through tender could result in a loss of functionality of the relevant system, sub-system or item of technology).

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## 8. Dispute resolution

- (a) If either party does not accept an amount as calculated in any Change Notice, such amount not being a fixed or specified amount under this Part A, either party may refer the matter for resolution in accordance with clauses 43 to 44 of this Agreement, in which case:
  - (i) **(Base Costs)**: the disputed Base Costs calculated in item C of section 3.1 of this Part A shall be the lower of:
    - A. the amount claimed by Project Co in accordance with this Schedule; and
    - B. the amount determined in accordance with clauses 43 to 44 of this Agreement;
  - (ii) **(Savings)**: the disputed Savings calculated in item D of section 3.1 of this Part A shall be the higher of:
    - A. the amount claimed by Project Co in accordance with this Schedule; and
    - B. the amount determined in accordance with clauses 43 to 44 of this Agreement;
  - (iii) **(adverse revenue and cashflows impact)**: the disputed adverse revenue or cashflow impacts (as applicable) calculated in sections 3.6, 3.7 and 3.8 of this Part A shall be the lower of:
    - A. the amount claimed by Project Co in accordance with this Schedule; and
    - B. the amount determined in accordance with clauses 43 to 44 of this Agreement; and
  - (iv) **(positive revenue and cashflows impact)**: the disputed positive revenue or cashflow impacts (as applicable) calculated in sections 3.9 and 3.10 of this Part A shall be the higher of:
    - A. the amount claimed by Project Co in accordance with this Schedule; and
    - B. the amount determined in accordance with clauses 43 to 44 of this Agreement.

- (b) If the parties do not reach agreement on the appropriate form of redress under section 4.2(a)(ii) of this Part A within 20 Business Days of the acceptance by the State of a Change Notice, either the State or Project Co may refer the matter directly for resolution in accordance with clauses 43 to 44 of this Agreement. In making the determination, the expert or arbitrator must ensure, and the parties must require that, his or her determination as to any redress does not involve a redress other than those set out in section 4.2(a) of this Part A without the parties' agreement.

## Part B - Change Notice Requirements

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### 1. Requirements for Change Notice

A Change Notice prepared by Project Co in respect of a Change Compensation Event must:

- (a) **(Change Notice contents)**: contain:
  - (i) the information, to the extent that it is relevant to the particular Change Compensation Event, outlined in this Part B; and
  - (ii) any additional information required under this Agreement in respect of a particular Change Compensation Event;
- (b) **(true and correct)**: be warranted by the Project Co Representative as being true and correct to the best of his or her knowledge;
- (c) **(signed)**: be signed by the Project Co Representative; and
- (d) **(attachments)**: attach copies of any required changes to the Project Plans and O&M Manuals.

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### 2. Change Compensation Event

Project Co must set out detailed particulars of the occurrence and impact of the relevant Change Compensation Event.

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### 3. Mitigating factors

Project Co must describe the actions Project Co and any of its Associates has taken (and any further action Project Co proposes to take in the future) to:

- (a) **(Project Co to mitigate, minimise or avoid)**: mitigate, minimise or avoid the adverse effects, costs, consequences or duration of the Change Compensation Event (including by putting in place temporary measures reasonably required by the State); and
- (b) **(effects and costs arising from the Change Compensation Event)**: take advantage of any positive or beneficial effects of the Change Compensation Event and maximise any reduction in costs arising from the Change Compensation Event.

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### 4. Effects

Project Co must provide details, where applicable, and to the extent known or able to be predicted, of the effects of the Change Compensation Event on:

- (a) **(effect on quality)**: the workmanship, quality, appearance or durability of any part of the West Gate Tunnel;
- (b) **(effect on design and construction)**: the design, construction or commissioning of the Works;
- (c) **(effect on management and maintenance)**: the management and maintenance of the West Gate Tunnel or the Maintained Off-Freeway Facilities;



- (d) **(effect on use of West Gate Tunnel)**: the use of the West Gate Tunnel by Users for the safe, efficient and continuous passage of vehicles;
- (e) **(effect on ability to meet FFP Warranty)**: the West Gate Tunnel meeting, or the ability to maintain the West Gate Tunnel so that it meets, the FFP Warranty;
- (f) **(effect on Project Co's ability to carry out O&M Activities)**: the carrying out of the O&M Activities and Project Co's ability to carry out O&M Activities in accordance with the performance standards in the PSR;
- (g) **(effect on the warranties given by Project Co)**: the warranties given by Project Co in this Agreement (and in particular under clause 45.2 of this Agreement);
- (h) **(effect on this Agreement)**: any relevant part of this Agreement (including Schedules and Exhibits);
- (i) **(effect on Dates for Completion)**: the time consequences of the Change Compensation Event (including any impact on any Date for West Gate Tunnel Completion, Date for Tolling Completion, Date for Close-Out and the time during which Project Co will be unable to carry out any other obligations due to the relevant Change Compensation Event);
- (j) **(effect on a claimed revised Dates for Completion)**: any claimed revised Date for West Gate Tunnel Completion, Date for Tolling Completion and Date for Close-out;
- (k) **(financial impacts)**: revenues, costs and projected operating cashflows;
- (l) **(traffic impacts)**: traffic forecasts and projections for the West Gate Tunnel; and
- (m) **(effect on Project Co's performance of any other obligations)**: the performance of any other obligations of Project Co under the Project Documents.

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## 5. Cost and Saving Implications

All Change Notices must fully document all estimated Costs and Savings on an open book basis and otherwise comply with section 3 of Part A, including:

- (a) **(amounts payable by or to Project Co)**: all amounts payable by or to Project Co, and each component of any payment calculation, for the proposed Change Compensation Event in accordance with this Schedule (in the form of and including all information required in accordance with this Schedule);
- (b) **(capital expenditure)**: whether or not any required capital expenditure can be accommodated within the next planned refurbishment of the West Gate Tunnel;
- (c) **(cost of Insurance)**: the cost of Insurances; and
- (d) **(proposed form and timing for compensation)**: the proposed form and timing for compensation in accordance with section 4.2 of Part A.

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## 6. Time Implications

Without limiting clause 23.6 or 34.3 of this Agreement, all Change Notices in which Project Co claims an extension of time to a Date for West Gate Tunnel Completion, Date for Tolling Completion or Date for Close-Out must:

- (a) set out detailed particulars of the delay or likely delay and the occurrence causing the delay;
- (b) state the total number of days extension claimed together with the basis for calculating the total number of days claimed including a detailed critical path programming analysis which demonstrates how the relevant event has delayed Completion; and
- (c) include information reasonably required by the State Representative to demonstrate that Project Co has satisfied the conditions relevant to its extension of time claim as referred to in clauses 23.7 and 34.3 of this Agreement.

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## 7. Warranty by Project Co

All Change Notices must:

- (a) **(Warranty)**: contain a warranty by Project Co in respect of any CCP Modification the subject of a Change Notice that the CCP Modification when implemented will:
  - (i) enable the West Gate Tunnel to meet, and continue to satisfy throughout the Term, the FFP Warranty and otherwise meet the requirements of this Agreement except to the extent that it is agreed or determined that the proposed CCP Modification will have an adverse effect on the matters referred to in section 4 of this Part B; and
  - (ii) enable Project Co at all times during the O&M Phase to carry out the O&M Activities in accordance with the PSR and to comply with the terms of this Agreement, except to the extent that it is agreed or determined that the proposed CCP Modification will have an adverse effect on the matters referred to in section 4 of this Part B,

in each case, without limiting the warranties given by Project Co in other clauses of this Agreement, except to the extent that it is agreed between the parties or determined in accordance with this Agreement that the proposed CCP Modification will have an adverse effect on the matters referred to in section 4 of this Part B; and

- (b) **(Bona fide)**: contain a warranty by Project Co that it is satisfied that the Claim the subject of the Change Notice is bona fide and the relief sought is an accurate reflection of Project Co's entitlement under this Agreement to the extent it is able to be known at the time.

**Annexure 1 – Maximum Daily Rate for D&C Subcontractor Prolongation Costs**

Item	Category of Works	Category of Works	Entitlement Period		Maximum Daily Rate (ex GST)
			Period Start	Period End	
1.	Support Office	<a href="#">100PW-ANX1-ITEM01</a>	Financial Close	Date of OMCS Completion (as defined in the D&C Subcontract)	<a href="#">\$258,719</a> <del>\$230,000</del>
2.		<a href="#">100PW-ANX1-ITEM02</a>	From the Date of OMCS Completion (as defined in the D&C Subcontract)	Date of West Gate Tunnel Completion	<a href="#">\$129,359</a> <del>\$115,000</del>
3.	Design Office	<a href="#">100PW-ANX1-ITEM03</a>	Financial Close	The date which is 18 months after Financial Close	\$700,000
4.	Construction Support Services	<a href="#">100PW-ANX1-ITEM04</a>	Date which is 18 months after Financial Close	Completion of Westgate civil works	<a href="#">\$78,740</a> <del>\$70,000</del>
5.	Tunnel	<a href="#">100PW-ANX1-ITEM05</a>	Date of commencement of the Works on the Construction Site to establish portals and/or relocate sewer	Date of commencement of tunnel boring machine assembly	\$145,000
6.		<a href="#">100PW-ANX1-ITEM06</a>	From the date of commencement of tunnel boring machine assembly	Date of commencement of tunnelling	<a href="#">\$281,216</a> <del>\$250,000</del>
7.		<a href="#">100PW-ANX1-ITEM07</a>	From the date of commencement of tunnelling	Date of completion of tunnelling	<a href="#">\$393,702</a> <del>\$350,000</del>
8.		<a href="#">100PW-ANX1-ITEM08</a>	From the date of completion of tunnelling	Date of completion of tunnel fit out works	<a href="#">\$163,105</a> <del>\$145,000</del>
9.		<a href="#">100PW-ANX1-ITEM09</a>	From the date of completion of tunnel fit out works	Date of completion of tunnel commissioning	<a href="#">\$163,105</a> <del>\$145,000</del>

Item	Category of Works	Category of Works	Entitlement Period		Maximum Daily Rate (ex GST)
			Period Start	Period End	
10.	<b>East Side Works</b>	<u>100PW-ANX1-ITEM010</u>	Date of commencement of the Works on the Construction Site in the east area	Completion of civil works in the east area	<u>\$348,708</u> <del>\$310,000</del>
11.	<b>Westgate</b>	<u>100PW-ANX1-ITEM011</u>	Date of commencement of the Works on the Construction Site in the Westgate area	Completion of civil works in the Westgate area	<u>\$365,581</u> <del>\$325,000</del>
12.	<b>Project wide</b>	<u>100PW-ANX1-ITEM12</u>	Date of commencement of the building works on the Construction Site	Completion of the building works on the Construction Site	<u>\$168,730</u> <del>\$150,000</del>

**Annexure D - Schedule 5 to the Project Agreement (Termination Payment Schedule)**

## Schedule 5 - Termination Payments

### 1. Definitions

Unless otherwise expressly defined, expressions used in this Schedule have the meanings given to them in or for the purposes of this Agreement:

~~**Additional State Contribution Schedule End Date** means the date on which sections 3, 4 and 5 of Part B of the Additional State Contribution Schedule cease to apply in accordance with section 1(a)(ii) of Part B of the Additional State Contribution Schedule.~~

**Actual Subscription Amounts** means each of the Actual Completion Subscription Amount, the Actual Initial Bullet Subscription Amount and the Actual Final Bullet Subscription Amount (each as defined in the Additional State Contribution Schedule).

**Additional Spoil Risk Allowance** has the meaning given in the D&C Subcontract.

**Additional State Contribution Schedule End Date** means the date on which sections 3, 4 and 5 of Part B of the Additional State Contribution Schedule cease to apply in accordance with section 1(a)(ii) of Part B of the Additional State Contribution Schedule.

**Additional WGT Contribution** means a contribution of equity funding to Project Co under the New Equity Contribution Deed.

**Additional WGT Debt Amount** means, at any time after the Settlement Amendments Operative Date, 50% of the aggregate of the Additional WGT Contributions made at that time less, after the Date of West Gate Tunnel Completion, such amounts as are necessary to amortise the Additional WGT Debt Amount on the same credit foncier amortisation principles as are applied to Project Debt in the Base Case Financial Model.

**Additional WGT Equity Amount** means, at any time after the Settlement Amendments Operative Date, 50% of the aggregate of the Additional WGT Contributions made at that time, where each such contribution is indexed by the 'road and bridge construction' cost index for Australia (as managed by the Australian Bureau of Statistics with index number 3101) from the date of contribution.

**B Class Share** has the meaning given to that term in the NewCo Constitution.

**CLUT Works Loan** has the meaning given in the CLUT Works Loan Agreement.

**Commitment** means, in respect of the FS2 Tranche or FS3 Tranche, the "Commitment" under and as defined in the NewCo Loan Facility Agreement (prior to any cancellation or reduction of that Commitment), being the amount set out in the worksheet entitled 'Wdef' in the Base Case Financial Model as at Financial Close for that tranche, as increased or decreased with the consent of the State or as otherwise amended with the agreement of the parties to the NewCo Loan Facility Agreement, excluding any increases representing capitalised interest.

**Completion State Contribution** has the meaning given to that term in the Additional State Contribution Schedule.

**Concession Enhancement Purchase Amount** has the meaning given in the Concession Enhancement Payment Deed.

**Concession Extension Purchase Amount** has the meaning given in the Concession Enhancement Payment Deed.

**Cost to Complete** means the forecast reasonable cost for the State (or its nominees or contractors) to carry out the Works and achieve West Gate Tunnel Completion and State Tolling Completion in an efficient manner.

**Early Termination Event** means a termination of this Agreement in accordance with clause 39.6(b) or 42.5 of this Agreement.

**ETE Termination Concession Enhancement Compensation Amount** has the meaning given in the CityLink Concession Deed (as amended as contemplated in the CityLink Option Deed).

**Final Bullet State Contribution** has the meaning given to that term in the Additional State Contribution Schedule.

**Final Bullet State Contribution Date** has the meaning given to that term in the Additional State Contribution Schedule.

**FM Project Equity** means:

- (a) if the Expiry Date occurs prior to the Date of Tolling Completion, the ~~lesser of 50% aggregate~~ of:
- (i) the lesser of 50% of:
- (+) A. the Total WGT Co Equity Contribution Amount under and as defined in the Equity Subscription Deed; and
- B. the aggregate of the WGT Co Equity Contributions made prior to the Expiry Date; and
- (ii) 50% of the aggregate Additional WGT Contributions at the Expiry Date; and
- (b) if the Expiry Date occurs on or after the Date of Tolling Completion, the amount set out in the worksheet titled "Wdef" of the Base Case Financial Model (as updated to include the amount and timing of the aggregate Additional WGT Contributions) for the period in which the Expiry Date occurs.

**FS1 Committed Equity Return** is the rate of return as set out in the line item 'FS1 Committed Equity Return' in the worksheet "Wdef" in the Base Case Financial Model.

**FS2 Committed Equity Return** is the rate of return as set out in the line item 'FS2 Committed Equity Return' in the worksheet "Wdef" in the Base Case Financial Model.

**FS2 Tranche** means the FS2 Tranche as defined under the NewCo Loan Facility Agreement.

**FS2 Tranche Outstanding Moneys** means at any time the aggregate of all Principal Outstanding under and as defined in the NewCo Loan Facility Agreement in respect of the FS2 Tranche at that time, but excluding actual or contingent amounts:

- (a) created or increased as a consequence of a breach of the NewCo Loan Facility Agreement (other than by the State);
- (b) which are as a direct result of payments by Project Co to the D&C Subcontractor as a result of a Construction Extension Event (as defined under the D&C Subcontract) or a Modification (as defined under the D&C Subcontract) directed by Project Co to the extent not arising as a result of a Modification directed under this Agreement;

- (c) to the extent that they have been used to fund project management costs and pre-operation and maintenance costs which are in the aggregate in excess of 120% of the amounts attributed to the project management costs and pre-operation and maintenance costs as set out in worksheet "Wdef" of the Base Case Financial Model to that time, less any compensation received or payable from the State or the D&C Subcontractor in respect of those costs;
- (d) to the extent that they have been used to fund the costs of D&C Activities undertaken by OpCo (and are not costs described in paragraph (c) above) and are in the aggregate in excess of the amounts attributed to those activities as set out in worksheet "Wdef" of the Base Case Financial Model, less any compensation received or payable from the State in respect of those costs; or
- (e) that represent amounts of capitalised interest that have become or have been deemed to constitute a Funding Portion or Principal Outstanding (each under and as defined in the NewCo Loan Facility Agreement).

**FS3 Tranche** means the FS3 Tranche as defined under the NewCo Loan Facility Agreement.

**FS3 Tranche Outstanding Moneys** means at any time the aggregate of all Principal Outstanding under and as defined in the NewCo Loan Facility Agreement in respect of the FS3 Tranche at that time, but excluding actual or contingent amounts:

- (a) created or increased as a consequence of the NewCo Loan Facility Agreement (other than by the State);
- (b) which are as a direct result of payments by Project Co to the D&C Subcontractor as a result of a Construction Extension Event (as defined under the D&C Subcontract) or a Modification (as defined under the D&C Subcontract) directed by Project Co to the extent not arising as a result of a Modification directed under this Agreement;
- (c) to the extent that they have been used to fund project management costs and pre-operation and maintenance costs which are in the aggregate in excess of 120% of the amounts attributed to the project management costs and pre-operation and maintenance costs as set out in worksheet "Wdef" of the Base Case Financial Model to that time, less any compensation received or payable from the State or the D&C Subcontractor in respect of those costs;
- (d) to the extent that they have been used to fund the costs of D&C Activities undertaken by OpCo (and are not costs described in paragraph (c) above) and are in the aggregate in excess of the amounts attributed to those activities as set out in worksheet "Wdef" of the Base Case Financial Model, less any compensation received or payable from the State in respect of those costs; or
- (e) that represent amounts of capitalised interest that have become or have been deemed to constitute a Funding Portion or Principal Outstanding (each under and as defined in the NewCo Loan Facility Agreement).

**Independent Expert** means an independent expert appointed under section 2.

**Initial Bullet State Contribution** has the meaning given to that term in the Additional State Contribution Schedule.

**NewCo Constitution** means the constitution of NewCo.

**Progressive State Contributions** has the meaning given to that term in the Additional State Contribution Schedule.

**Project Debt** means, as at the Expiry Date, the ~~lesser~~ aggregate of:



(a) the lesser of:

~~(a)~~(i) the aggregate indebtedness that Project Co is at the Expiry Date actually or contingently liable to pay to or for account of any person under the Finance Documents, other than the NewCo Loan Facility Agreement; and

(ii) the amount identified in the Base Case Financial Model as Project Debt for the period in which the Expiry Date occurs; and

(b) the Additional WGT Debt Amount as at the Expiry Date.

**Project Equity** means:

(a) if the Expiry Date occurs prior to the Date of Tolling Completion, the lesser of:

(i) the amount identified in the worksheet titled "Wdef" of the Base Case Financial Model (as updated to include the amount and timing of the Additional WGT Equity Amount) as Project Equity at that time; and

(ii) the aggregate of:

A. the WGT Co Equity Contributions made prior to the Expiry Date (**Aggregated Equity Contributions**), plus an amount required to provide the FS1 Committed Equity Return calculated from Financial Close to the Expiry Date on such Aggregated Equity Contributions; and

~~(ii)~~B. the Additional WGT Equity Amount at the Expiry Date; and

(b) if the Expiry Date occurs on or after the Date of Tolling Completion, the amount set out in the worksheet titled "Wdef" of the Base Case Financial Model as Project Equity (as updated to include the amount and timing of the Additional WGT Equity Amount) for the period in which the Expiry Date occurs.

**Project Return** means the forecast pre-financing, pre-tax project nominal internal rate of return for the Project as set out in the line item 'Project Return' in the worksheet "Wdef" of the Base Case Financial Model as at the date of this Agreement.

**PSA Debt** means the ~~lower aggregate~~ of:

(a) the lower of:

~~(a)~~(i) the aggregate of:

~~(i)~~A. an amount equal to all advances constituting the Principal Outstanding owing by Project Co under and as defined in the WGT Co Loan Facility Agreement (but excluding any amounts that represent amounts of capitalised interest that have become or have been deemed to constitute a Funding Portion or Principal Outstanding (each under and as defined in the WGT Co Loan Facility Agreement));

~~(i)~~B. an amount equal to 50% of each advance constituting the FS2 Tranche Outstanding Moneys (prior to any subscription for B Class Shares by the State under the State Equity Subscription Deed) less an amount equal to 50% of any Progressive State Contributions paid by the State under the Additional State Contribution Schedule; and

~~(iii)~~C. \_\_\_\_\_ an amount equal to 50% of each advance constituting the FS3 Tranche Outstanding Moneys (prior to any subscription for B Class Shares by the State under the State Equity Subscription Deed),

in each case as at the Expiry Date, plus an amount required to provide a return on such aggregate amount equal to the Project Return, calculated from the time at which each of the advances referred to in paragraphs ~~(i)~~A), ~~(ii)~~B) and ~~(iii)~~C) above was made to the Expiry Date, and in the case of paragraph ~~(iii)~~C), calculated on the basis that the Progressive State Contributions to be deducted under that paragraph will be taken to be deducted from advances made in the period in which they are received or made (as applicable) such that the return is calculated on the net amount at any time; and

~~(ii)~~ \_\_\_\_\_ the amount specified in worksheet "Wdef" of the Base Case Financial Model as Forecast PSA Debt for the period in which the Expiry Date occurs; and

(b) the Additional WGT Debt Amount at the Expiry Date.

**PSA Equity** means the aggregate of:

(a) the aggregate of:

~~(i)~~ \_\_\_\_\_ an amount equal to the aggregate WGT Co Equity Contributions;

~~(ii)~~ the Additional WGT Equity Amount;

~~(iii)~~~~(iii)~~ \_\_\_\_\_ an amount equal to 50% of the FS2 Tranche Outstanding Moneys (prior to any subscription for B Class Shares by the State under the State Equity Subscription Deed); and

~~(iii)~~~~(iv)~~ \_\_\_\_\_ an amount equal to 50% of the FS3 Tranche Outstanding Moneys (prior to any subscription for B Class Shares by the State under the State Equity Subscription Deed),

in each case as at the Expiry Date,

(b) plus an amount required to provide a return equal to the Project Return calculated from the date of Financial Close to the date which is 3 months after the Expiry Date on the aggregate of:

(i) the Total WGT Co Equity Contribution Amount as defined in the Equity Subscription Deed;

(ii) an amount equal to 50% of the Commitment in respect of the FS2 Tranche; and

(iii) an amount equal to 50% of the Commitment in respect of the FS3 Tranche,

(c) less an amount equal to 50% of the present value (escalated at the Project Return to the date which is 3 months after the Expiry Date) of any Progressive State Contributions paid by the State, as at the Expiry Date, under the Additional State Contribution Schedule.

Spoil Risk Allowance has the meaning given in the D&C Subcontract.

**State Tolling Completion** means delivery and commissioning of a tolling system for the State or its nominee, which functions and performs in the manner that the PSR requires the Tolling System (and all components of it) to function and perform, and which otherwise meets the requirements for the 'Standalone Tolling System' (as defined in the Separation Principles) that Project Co would have been required to implement for the State or its nominee under clause 28 of this Agreement and the relevant Separation Plan (including following the performance of the Integration Services) in the case of Single Asset Handover (WGT), and is licensed to the State or its nominee on the same basis as the Tolling System is required to be licensed to the State or its nominee under clause 52 of this Agreement (including as amended by clause 52.8 and Schedule 33 of this Agreement).

**State Loan** has the meaning given in the State Works Loan Agreement.

**State Works Price** has the meaning given in the D&C Subcontract.

**SW Loan** has the meaning given in the State Works Loan Agreement.

**Trustee Works Price** has the meaning given in the D&C Subcontract.

**WGT Co Equity Contribution** has the meaning given in the Equity Subscription Deed.

**WGT Enhancement ESEP Project Debt** has the meaning given in the ESEP Deed.

**WGT Enhancement Project Debt** has the meaning given in the CityLink Concession Deed.

**WGT Reserve Tranche** has the meaning given in the CityLink Concession Deed.

**WGT Tolling Enhancements** has the meaning given in the CityLink Concession Deed.

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## 2. Independent Expert

- (a) **(Calculation of relevant Termination Payment):** If this Agreement is terminated and an Independent Expert is required to administer this Schedule, the parties will appoint an Independent Expert to act as an expert calculator of the relevant Termination Payment within 7 Business Days of the Expiry Date, and the following provisions of clause 43 of this Agreement will apply:
- (i) clause 43.4 of this Agreement, as if:
    - A. the reference in paragraph (a) to "*(i) the date on which the parties agree to refer a Dispute to an expert for determination under clause 43.3; or (ii) the notice issued under clause 22.1(e)(iii) or 23.15*" were a reference to the time referred to in paragraph (a) of this section 2;
    - B. the reference in paragraph (b) to "*determine a Dispute*" were a reference to "*calculate a Termination Payment*" and the reference to "*the party that gave the notice under clause 22.1(e)(iii), 23.15 or 43.2(a)*" were a reference to "*the State*";
    - C. paragraph (c) required both parties to procure the President of the Australian Centre for International Commercial Arbitration to nominate a person to act as the expert, having regard to, but not being bound by, those persons proposed by the parties under clause 43.4(a) of this Agreement;
    - D. the reference in paragraph (d) to "*determine a Dispute*" were a reference to "*calculate a Termination Payment*" and the

reference to the "*matters in dispute*" were a reference to the "*matters relevant to that calculation*"; and

- E. the reference in paragraph (g) to "*the terms of the Expert Determination Agreement*" were a reference to "*subject to section 2 of the Termination Payments Schedule, the terms of the Expert Determination Agreement*";
- (ii) clause 43.6 of this Agreement; and
- (iii) clause 43.7(a) of this Agreement, as if the reference to "*any person who is party to the Dispute*" were a reference to "*the parties*".
- (b) **(Independent Expert to consider):** In calculating a Termination Payment, the Independent Expert may have regard to submissions and information provided by the parties, but must have regard to the matters set out in this Schedule and calculate the Termination Payment as an expert calculator.
- (c) **(Request for further information):** If the Independent Expert decides that further information is required, the Independent Expert may call for further submissions, documents or information from either or both parties and the Independent Expert must provide any information received from one party to the other party.
- (d) **(Conduct of conferences by Independent Expert):** The Independent Expert may call and conduct one or more conferences between the parties as the Independent Expert sees fit, but must give the parties reasonable notice of the matters to be addressed at any such conference.
- (e) **(Legal Representation of parties at conference):** The parties may be legally represented at any conference under this section 2.
- (f) **(Conferences to be held in private):** All conferences under this section 2 must be held in private.
- (g) **(Independent Expert may visit):** The Independent Expert may, if he or she considers it necessary, visit the Site, the Works, or the West Gate Tunnel (as the case may be), and the parties must facilitate the Independent Expert's access to any of those areas.
- (h) **(Timing of determination by the Independent Expert):** The Independent Expert must make his or her determination in relation to the calculation of the Termination Payment:
- (i) within 20 Business Days of the last of the steps set out in paragraphs (c) to (g); or
- (ii) within 30 Business Days of the date of his or her appointment,
- whichever is the earliest. If the Independent Expert fails to make a determination within this time, either party may refer the matter to dispute resolution in accordance with clauses 43 to 44 of this Agreement.
- (i) **(Independent Expert to act as expert):** The Independent Expert will act as an expert and not an arbitrator and may make a decision from his or her own knowledge and expertise.
- (j) **(Cost of Independent Expert to be borne by State):** The cost of the Independent Expert will be borne by the State, but without limiting the State's right to add or deduct (as applicable) such costs in calculating any Termination Payment.

### 3. Termination for Default Termination Event

If the State terminates this Agreement due to the occurrence of, or during the subsistence of, a Default Termination Event (whether any other right of termination then applies but subject to part 5 below), and such Termination for a Default Termination Event occurs before the Date of Tolling Completion, the Default Termination Payment will be calculated as follows:

$$TP = A - B - C - D + E + F + G - H + I$$

where:

**TP** = the Default Termination Payment;

**A** = the Cost to Complete as at the Expiry Date determined by the Independent Expert.

In determining item A, the Independent Expert must:

- (i) assume that the Project Activities are carried out in accordance with, and to the standards set out in, the PSR (as at the Expiry Date) and in accordance with this Agreement (as at the Expiry Date); and
- (ii) take into account:
  - A. the reasonable costs (if any), and their timing, which are required to be incurred by the State to complete the Works in accordance with this Agreement and to achieve West Gate Tunnel Completion and State Tolling Completion;
  - B. any reasonable costs for the establishment of a new "Project Co" (if any), and their timing, required to be incurred to enable the establishment of that nominee to operate and toll the Works on State Tolling Completion to the standards set out in, the PSR (as at the Expiry Date) and in accordance with this Agreement (as at the Expiry Date); and
  - C. where:
    - 1) the State or its nominee assumes the benefit of D&C Subcontract by way of novation; or
    - 2) the D&C Subcontractor has not caused the Default Termination Event or the Major Default giving rise to the Default Termination Event and the State has no reasonable grounds for not assuming, or enabling the State's nominee to assume, the benefit of the D&C Subcontract by way of novation,

the amount payable to the D&C Subcontractor under the D&C Subcontract to achieve West Gate Tunnel Completion at the Expiry Date; and

(iii) exclude any costs relating to Settlement Liabilities for which the State is (or would have been if the D&C Subcontract or Project Agreement had not been terminated) responsible for;

**B** = the net present value (as at the Expiry Date) of the forecasted net operating cashflows of the Project from the revised forecast date to achieve State Tolling Completion (as determined by the Independent Expert) to the Final Expiry Date,

assuming that the Project Legislation had been enacted in the same form as the Project Bill (as defined in the Adjustment Events Schedule) prior to State Tolling Completion;

**C =** the amount of any remaining:

- (i) State Works Price not yet paid at the Expiry Date as set out in the D&C Subcontract; and
- (ii) State Costs not yet paid at the Expiry Date as set out in the Base Case Financial Model,

plus any amount owing by the State in respect of an SW Loan under the State Works Loan Agreement at the Expiry Date or less any amount owing by Project Co in respect of a State Loan under the State Works Loan Agreement;

**D =** the value of:

- (i) prior to the Additional State Contribution Schedule End Date, the aggregate Undrawn Commitment (as defined in the NewCo Loan Facility Agreement) as at the Expiry Date (prior to any subscription for B Class Shares by the State under the State Equity Subscription Deed); and
- (ii) on or after the Additional State Contribution Schedule End Date, the aggregate of:
  - (A) any unpaid Concession Extension Purchase Amounts that would have been payable under the Concession Enhancement Payment Deed after the Expiry Date had this Agreement not been terminated;
  - (B) the amount of any remaining Trustee Works Price not yet paid at the Expiry Date as set out in the D&C Subcontract plus any amount owing by TIML in respect of a CLUT Works Loan under the CLUT Works Loan Agreement at the Expiry Date; and
  - (C) any unpaid Concession Enhancement Purchase Amounts that that would have been payable under the Concession Enhancement Payment Deed after the Expiry Date had this Agreement had not been terminated;

**E =** to the extent that the State intends to tender out the performance of the Project Activities to replace this Agreement and the other Project Documents to a buyer who will become the new "Project Co", the State's reasonable forecast internal and external tender costs;

**F =** any Liability of Project Co to the State under the State Project Documents, including all amounts in respect of which the State is entitled to exercise a right of set-off under this Agreement but excluding any Liability in respect of a State Loan under the State Works Loan Agreement;

**G =** subject to clauses 39.15(c) and 39.15(d) of this Agreement, any additional costs reasonably incurred by the State as a direct result of the Default Termination Event;

**H =** any amounts owing by the State to Project Co under the State Project Documents [or the D&C Subcontract](#) as at the Expiry Date but excluding any Liability in respect of an SW Loan under the State Works Loan Agreement; and

**I =** the costs incurred by the State of engaging the Independent Expert to administer this Schedule.

In calculating items A to I, there will be no double counting of amounts.

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#### **4. Termination for an Early Termination Event or PSA Termination Event**

If this Agreement is terminated pursuant to a Termination for an Early Termination Event (including for a PSA Termination Event), the Early Termination Payment will be calculated as follows:

$$TP = ETP1 + ETP2 + ETP3$$

where:

**TP =** the Early Termination Payment;

**ETP1 =**  $A + C - D - H - I + J + K + L + M + N + Q$

**ETP2 =**  $O + P$

**ETP3 =**  $B$

**A =** in the case of a PSA Termination Event, nil, and in the case of an Early Termination Event, an amount equal to the aggregate of:

- (i) the Project Debt; and
- (ii) the Project Equity,

in each case as at the Expiry Date;

**B =** in the case of an Early Termination Event, nil, and in the case of a PSA Termination Event, an amount equal to the aggregate of:

- (i) the PSA Equity; and
- (ii) the PSA Debt,

less the aggregate of the applicable Actual Subscription Amount paid on the Expiry Date or the Termination Payment Date (as applicable);

**C =** other than in the case of a PSA Termination Event, the relevant amount titled "West Gate Tunnel Forgone Equity Return Amount" as set out in the worksheet titled "Wdef" of the Base Case Financial Model, calculated by reference to the relevant quarter in which the date of termination of this Agreement occurs less an amount equal to the interest that could be earned on the principal amount on which the "West Gate Tunnel Forgone Equity Return Amount" was calculated assuming it was placed on deposit from the date of receipt for a period of 12 months at a deposit rate reflecting prevailing market rates for a deposits of similar amounts and duration;

**D =** any Liability of Project Co to the State under the State Project Documents, including all amounts in respect of which the State is entitled to exercise a right of set-off under this Agreement but excluding the amount of any State Loan outstanding at that time;



- H =** the aggregate of the following amounts:
- (i) any other amounts owing to Project Co, other than by the State or any State Associate or by NewCo under the NewCo Works Loan Agreement; and
  - (ii) any credit balances standing in accounts held by or for the benefit of Project Co (excluding any such amounts which Project Co holds on trust for a subcontractor in those accounts),
- in each case only to the extent it has not otherwise been taken into account in calculating the Termination Payment;
- I =** any Insurance proceeds:
- (i) that would have been received before the Expiry Date if Project Co had complied with its obligations under this Agreement and which if so received would have been, or would have been required to be, applied towards any component of the Termination Payment otherwise payable under this section 4; and
  - (ii) received or receivable by Project Co at any time during the period between the Expiry Date and the date on which the Termination Payment is made, except for Insurance proceeds:
    - A. that are actually or will be applied to repairing or rebuilding the Relevant Infrastructure; or
    - B. representing Insurance indemnification of Project Co against Liabilities to third parties;
- J =** any amounts owing by the State to Project Co under the State Project Documents [or the D&C Subcontract](#) as at the Expiry Date other than the amount of any SW Loan outstanding at that time;
- K =** redundancy payments for employees of Group Members that have been or will be reasonably and properly incurred by a Group Member as a direct result of the termination of this Agreement and which would not have been otherwise incurred if this Agreement was not terminated by an Early Termination Event or a PSA Termination Event;
- L =** the aggregate of amounts reasonably and properly incurred by Project Co and payable to OpCo in accordance with the Operating Services Agreement as a direct result of the termination of this Agreement to the extent Project Co had used its best endeavours to minimise such costs including amounts payable to OpCo for an early termination event (including any PSA Termination Event) under the Operating Services Agreement, including, for the avoidance of doubt, any redundancy payments;
- M =** amounts reasonably and properly incurred by Project Co and payable to the D&C Subcontractor in accordance with the D&C Subcontract as a direct result of the termination of this Agreement to the extent Project Co had used its best endeavours to minimise such costs including amounts payable to the D&C Subcontractor for an early termination event (including any PSA Termination Event) under the D&C Subcontract;
- N =** amounts reasonably and properly incurred by Project Co and payable to any Subcontractor (other than the D&C Subcontractor or OpCo) in accordance with the terms of the relevant Subcontract as a direct result of the termination of this



Agreement to the extent Project Co had used its best endeavours to minimise such costs including amounts payable to the Subcontractor for an early termination event (including any PSA Termination Event) under the relevant Subcontract;

○ = other than in the case of a PSA Termination Event, prior to the Additional State Contribution Schedule End Date, if this Agreement is terminated prior to the date referred to in paragraph (b) of the definition of Final Bullet State Contribution Date:

(i) the aggregate of:

- A. if this Agreement is terminated prior to payment of the Initial Bullet State Contribution under the Additional State Contribution Schedule, the Initial Bullet State Contribution;
- B. if this Agreement is terminated after the Date for West Gate Tunnel Completion but prior to payment of the Final Bullet State Contribution under the Additional State Contribution Schedule, the Final Bullet State Contribution;
- C. if this Agreement is terminated prior to the Date of West Gate Tunnel Completion:
  - 1) an amount equal to the FS2 Tranche Outstanding Moneys as at the Expiry Date (prior to any subscription for B Class Shares by the State under the State Equity Subscription Deed) and 50% of the accrued or capitalised interest on those amounts to the extent consistent with clause 10.4 of the Finance Direct Deed;
  - 2) the relevant amount titled "Enhancements Forgone Equity Return Amount" as set out in the worksheet titled "Wdef" of the Base Case Financial Model, calculated by reference to the relevant Quarter in which the date of termination of this Agreement occurs less an amount equal to the interest that could be earned on the principal amount on which the "Enhancements Forgone Return Amount" was calculated assuming it was placed on deposit from the date of receipt for a period of 12 months at a deposit rate reflecting prevailing market rates for a deposits of similar amounts and duration; and
  - 3) in respect of the FS2 Tranche Outstanding Moneys, an amount required to provide the FS2 Committed Equity Return calculated from Financial Close to the Expiry Date on 50% of such FS2 Tranche Outstanding Moneys; and
- D. if this Agreement is terminated after the Date of West Gate Tunnel Completion but prior to payment of the Completion State Contribution under the Additional State Contribution Schedule, the Completion State Contribution,

less the aggregate of:

- E. the applicable Actual Subscription Amount(s) paid on the Expiry Date or the Termination Payment Date (as applicable); and

- F. if this Agreement is terminated prior to the Date of West Gate Tunnel Completion, the present value as at the Expiry Date of Progressive State Contributions received by Project Co in accordance with section 2 of Part B of the Additional State Contribution Schedule, escalated from the date of receipt at the Project Return; and

on or after the Additional State Contribution Schedule End Date, nil;

**P =** other than in the case of a PSA Termination Event, prior to the Additional State Contribution Schedule End Date, nil; and

on or after the Additional State Contribution Schedule End Date, if:

- (i) this Agreement is terminated prior to West Gate Tunnel Completion; and
- (ii) the State has given notice to the Company under clause 3(b) of Part A of Schedule 6 of the CityLink Concession Deed,

the aggregate of:

- (iii) an amount equal to the aggregate of the WGT Enhancement Project Debt and the WGT Enhancement ESEP Project Debt as at the Expiry Date;
- (iv) an amount equal to the aggregate of:
- A. the retained cash applied by the CityLink Parties in consideration for the WGT Tolling Enhancements;
- B. the WGT Reserve Tranche (if any); and
- C. the value of the WGT Enhancement Project Securities as at the Expiry Date;
- (v) the relevant amount titled "Enhancements Forgone Equity Return Amount" as set out in the worksheet titled "Wdef" of the Base Case Financial Model, calculated by reference to the relevant quarter in which the date of termination of this Agreement occurs less an amount equal to the interest that could be earned on the principal amount on which the "Enhancements Forgone Return Amount" was calculated assuming it was placed on deposit from the date of receipt for a period of 12 months at a deposit rate reflecting prevailing market rates for a deposits of similar amounts and duration; and
- (vi) in respect of each amount referred to in paragraph (iv) above, an amount required to provide the FS2 Committed Equity Return calculated from Financial Close to the Expiry Date on such drawn amounts,

less the aggregate of:

- (vii) any ETE Termination Concession Enhancement Compensation Amounts paid by the State to the Company pursuant to the CityLink Concession Deed;
- (viii) the present value of tolling revenue derived from the Relevant Changes (as defined in the CityLink Concession Deed) made to the CityLink Concession Deed Toll Calculation Schedule (over and above the tolling revenue that would have been derived had no such amendments been

made) prior to the Expiry Date, escalated from the date of receipt to the Expiry Date at the Project Return; and

- (ix) the present value as at the Expiry Date of Progressive State Contributions received by Project Co in accordance with section 2 of Part B of the Additional State Contribution Schedule, escalated from the date of receipt at the Project Return; and

**Q =** to the extent this Agreement is terminated prior to West Gate Tunnel Completion, any reasonable costs (if any) which are reasonably required to be incurred to reinstate those parts of CityLink which have been affected by the Works (the **Affected Area**) so that the CityLink Parties are able to comply with their obligations under the CityLink Concession Deed, the Affected Area is safe for use and does not negatively affect the functionality that existed prior to the commencement of the CityLink Returned Works and so that any adverse effect on the capacity or patronage of CityLink is minimised.

In calculating items A to Q, there will be no double counting of amounts.

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## 5. Termination for Force Majeure Termination Event

The Force Majeure Termination Payment where this Agreement is terminated as a consequence of the occurrence of a Force Majeure Termination Event will be calculated as follows:

$$TP = FMTP1 + FMTP2$$

where:

**TP =** the Force Majeure Termination Payment;

$$FMTP1 = A + B - D - E - F + G + H$$

$$FMTP2 = C$$

**A =** an amount equal to the Project Debt as at the Expiry Date;

**B =** an amount equal to the FM Project Equity as at the Expiry Date; and

**C =** prior to the Additional State Contribution Schedule End Date:

- (i) the aggregate of:
- A. if this Agreement is terminated prior to payment of the Initial Bullet State Contribution under the Additional State Contribution Schedule, the Initial Bullet State Contribution;
  - B. if this Agreement is terminated after the Date for West Gate Tunnel Completion but prior to payment of the Final Bullet State Contribution under the Additional State Contribution Schedule, the Final Bullet State Contribution;
  - C. if this Agreement is terminated prior to the Date of West Gate Tunnel Completion, an amount equal to 75% of the aggregate of the FS2 Tranche Outstanding Moneys as at the Expiry Date (prior to any subscription for B Class Shares by the State under the State Equity Subscription Deed) and 50% of the accrued or capitalised interest on those amounts to the

extent consistent with clause 10.4 of the Finance Direct Deed;  
and

- D. if this Agreement is terminated after the Date of West Gate Tunnel Completion but prior to payment of the Completion State Contribution under the Additional State Contribution Schedule, the Completion State Contribution,

less the aggregate of:

- E. the applicable Actual Subscription Amount(s) paid on the Expiry Date or the Termination Payment Date (as applicable); and
- F. if this Agreement is terminated prior to the Date of West Gate Tunnel Completion, the present value as at the Expiry Date of Progressive State Contributions received by Project Co in accordance with section 2 of Part B of the Additional State Contribution Schedule, escalated from the date of receipt at the Project Return; and

on or after the Additional State Contribution Schedule End Date, nil.

**D =** any Liability of Project Co to the State under the State Project Documents, including all amounts in respect of which the State is entitled to exercise a right of set-off under this Agreement but excluding the amount of any State Loan outstanding at that time;

**E =** the aggregate of the following amounts:

- (i) any amounts owing to Project Co, other than by the State or any State Associate or by NewCo under the NewCo Works Loan Agreement; and
- (ii) any credit balances standing in accounts held by or for the benefit of Project Co on the Expiry Date,

in each case only to the extent that it has not otherwise been taken into account in calculating the Termination Payment;

**F =** any Insurance proceeds:

- (i) that would have been received before the Expiry Date if Project Co had complied with its obligations under this Agreement and which if so received would have been, or would have been required to be, applied towards any component of the Termination Payment otherwise payable under this section 5; and
- (ii) received or receivable by Project Co at any time during the period between the Expiry Date and the date on which the Termination Payment is made, except for Insurance proceeds:
- A. that are actually or will be applied to repairing or rebuilding the Relevant Infrastructure; or
- B. representing Insurance indemnification of Project Co against Liabilities to third parties;

- G =** any amounts owing by the State to Project Co under the State Project Documents [or the D&C Subcontract](#) as at the Expiry Date other than the amount of any SW Loan outstanding at that time; and
- H =** to the extent this Agreement is terminated prior to West Gate Tunnel Completion, the reasonable costs (if any) which are reasonably required to be incurred to reinstate those parts of CityLink which have been affected by the Works (the **Affected Area**) so that the CityLink Parties are able to comply with their obligations under the CityLink Concession Deed, the Affected Area is safe for use and does not negatively affect the functionality that existed prior to the commencement of the CityLink Returned Works and so that any adverse effect on the capacity or patronage of CityLink is minimised.

In calculating items A to H, there will be no double counting of amounts.

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## 6. Insurance

If any proceeds of Insurance are received by Project Co after this Agreement is terminated (other than those Insurance proceeds representing Insurance indemnification of Project Co against Liabilities to third parties) and those proceeds:

- (a) were not taken into account in calculating the Termination Payment that has already been made on the basis that the amounts were not "owing to Project Co", "received" or "received or receivable" by Project Co at the relevant time;
- (b) would have been so taken into account had they been owing, received or receivable at the time of calculating the Termination Payment; and
- (c) apply to the period up to and including the date of payment of the Termination Payment,

then those proceeds are held on trust by Project Co for the State, and Project Co must pay those proceeds, or cause those proceeds to be paid, to the State for the State's retention promptly on receipt. If the proceeds are not yet received then, to the maximum extent legally possible, the State will be subrogated to the rights of Project Co in respect of those proceeds, and entitled to recover and retain the proceeds accordingly. The rights and obligations in this section 6 survive the expiry or early termination of this Agreement.

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## 7. Mitigation

Each party must use all reasonable endeavours to mitigate and minimise losses or costs to be included in the calculation of the relevant Termination Payment. Project Co and the State must use all reasonable endeavours to maximise receipts and gains which are to be calculated within any Termination Payment.

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## 8. No right to set-off

Notwithstanding anything else in this Agreement, the State agrees:

- (a) that in calculating the ETP2 amount, the ETP3 amount or the FMTP2 amount under this Schedule the State will not be entitled to set-off or deduct any amounts (other than as expressly set out in the relevant calculation); and
- (b) to make the ETP2 payment and the ETP3 payment under section 4 of this Schedule and the FMTP2 payment under section 5 of this Schedule in full without set-off or counterclaim and without any deduction unless prohibited by law.

**Annexure E - Schedule 15 to the Project Agreement (Confidential Information Schedule)**

### Schedule 15 - Confidential Information Schedule

Item	Reference	Title	Confidential Information
	<p><b>General</b></p>		<p>(a) References to names or personal contact details, company information (including notice or contact details, ACN's or ABN's) contained in any Project Document (including in the notice provisions of any document) and any margins, \$ amounts, % numbers or rates in the Project Documents including but not limited to those set out below;</p> <p>(b) references to Schedules 11, 38, 40, 41 and 42 of this Agreement (including the defined terms of those Schedules and the contents of those Schedules to the extent they are used or referenced in any Project Document, including in the Termination Payments Schedule);</p> <p>(c) references to names or personal contact details, company information (including notice or contact details, ACN's or ABN's) contained in any D&amp;C Project Document (as defined in the D&amp;C Subcontract) (including in the notice provisions of any document) and any margins, \$ amounts, % numbers or rates in the D&amp;C Project Documents (as defined in the D&amp;C Subcontract) including but not limited to those set out below;</p> <p>(d) all information as identified in Schedule 15 of the D&amp;C Subcontract;</p> <p>(e) Schedule 15 of the D&amp;C Subcontract;</p> <p>(f) references to names or personal contact details, company information (including notice or contact details, ACNs or ABNs) contained in any O&amp;M Project Document (as defined in the Operating Services Agreement) (including in the notice provisions of any document) and any margins, \$ amounts, % numbers or rates in the O&amp;M Project Documents (as defined in the Operating Services Agreement) including but not limited to those set out below;</p> <p>(g) all information as identified in Schedule 2 of the Operating Services Agreement;</p> <p>(h) Schedule 2 of the Operating Services Agreement; and</p> <p>(i) the Financial Model, the Base Case Financial Model, the Project Financial Model and the Agreed CityLink Financial Model (as defined in the Adjustment Events Schedule).</p>

Item	Reference	Title	Confidential Information
<b>Project Agreement and Project Agreement Schedules</b>			
1.	Clause 1	Definitions (IREA Cap)	Reference to \$ amount.
2.	Clause 1	Definitions (Material Subcontract)	References to \$ amounts.
3.	Clause 1	Definitions (Relevant Effect)	References to \$ amounts.
4.	Clause 8.1(c)(i)	Key Approvals to be obtained by the State	Reference to \$ amount.
5.	Clause 10.4(e)	Material Subcontracts	References to % numbers.
6.	Clause 13.7(f)	State right to suspend	Reference to \$ amount.
7.	Clause 21.2(a)(v)	Close-Out Bond	Reference to % number.
8.	Clause 24.1	State right to require Project Co to call on Construction Bond	References to % numbers.
<u>9.</u>	<u>Clause 24.1A</u>	<u>Construction Bonds – Spoil Risk Activities</u>	<u>Reference to \$ amount.</u>
<del>9-10.</del>	Clause 25.6(g)	O&M Bond	Reference to \$ amount.
<del>10-11.</del>	Clause 25.6(i)	Replacement O&M Bond	Reference to \$ amount.
<del>11-12.</del>	Clause 28.4(i)(ii)	Handover Bond	Reference to % number.
<del>12-13.</del>	Clause 28.16(d)(i)(B)	Separation Fee and Transition Services Fee	Reference to % number.
<del>13-14.</del>	Clause 38.3(a)	Compensable Enhancement Amount	Reference to % number.
<del>14-15.</del>	Clause 43.6(b)	Expert finding	Reference to \$ amount.
<del>15-16.</del>	Clause 55.1(n)	GST	Reference to \$ amount.
<del>16-17.</del>	Schedule 1	Contract Particulars	References to dates, names or personal contact details, company information (including notice or contact details, ACNs or ABNs).
<del>17-18.</del>	Schedule 2	Conditions Precedent	References to deadline dates.
<del>18-19.</del>	Schedule 3	KPIs	Reference to \$ amount.
<del>19-20.</del>	Schedule 4	Change Compensation Principles	References to \$ amounts and % numbers.
<del>20-21.</del>	Schedule 5	Termination Payments Schedule	<del>References to \$ amounts and % numbers. References to the calculations of return in the definition of Project Equity, PSA Debt, PSA Equity and sections 4(O)(i)(C)(3) and 4(P)(vi).</del> <u>All</u>
<del>21-22.</del>	Schedule 9	Property Schedule	References to dates.
<del>22-23.</del>	Schedule 11	Low Impact Lane Closure Schedule	All



Item	Reference	Title	Confidential Information
<del>23.</del> <a href="#">24.</a>	Schedule 12	Insurance Schedule	References to any payment figures, rates, dates, amounts or percentages.
<del>24.</del> <a href="#">25.</a>	Schedule 15	Confidential Information Schedule	All
<del>25.</del> <a href="#">26.</a>	Schedule 24	Rail Interface	References to \$ amounts, % numbers and dates.
<del>26.</del> <a href="#">27.</a>	Schedule 30	Subcontractor IP Exceptions	References to \$ amounts.
<del>27.</del> <a href="#">28.</a>	Schedule 38	Additional State Contribution Schedule	All
<del>28.</del> <a href="#">29.</a>	Schedule 40	Enforcement Payments Schedule	All
<del>29.</del> <a href="#">30.</a>	Schedule 41	CityLink Amendments Schedule	All
<del>30.</del> <a href="#">31.</a>	Schedule 42	Adjustment Events Schedule	All
<b>Independent Reviewer and Environmental Auditor Deed of Appointment</b>			
<del>31.</del> <a href="#">32.</a>	Schedule 1	Contract Particulars	References to names or personal contact details, company information (including notice or contact details, ACN's or ABN's), \$ amounts, % number and any formulas.
<del>32.</del> <a href="#">33.</a>	Schedule 3	Payment Schedule	All formulas, numerical and dollar values.
<b>Independent Payment Certifier Deed of Appointment</b>			
<del>33.</del> <a href="#">34.</a>	<del>Schedule 1</del>	<del>Contract Particulars</del>	<del>References to names or personal contact details, company information (including notice or contact details, ACN's or ABN's), \$ amounts, % number and any formulas.</del> <a href="#">All</a>
<b><u><a href="#">Sub-Independent Reviewer and Environmental Auditor Side Deed dated 30 May 2017 as amended from time to time</a></u></b>			
<a href="#">35.</a>			<a href="#">All</a>
<b>D&amp;C Direct Deed</b>			
<del>34.</del> <a href="#">36.</a>	General		All references to any \$ amount or % numbers.
<b>OSA Direct Deed</b>			
<del>35.</del> <a href="#">37.</a>	General		All references to \$ amount or % numbers.
<del>36.</del> <a href="#">38.</a>	Clause 19	Limitation of liability	All
<b>Port Land Deed</b>			
<del>37.</del> <a href="#">39.</a>	Clause 15.1(a)	Project Co must not cause Contamination or certain Pollution and must minimise risk of Environmental Harm	Reference to \$ amount.

Item	Reference	Title	Confidential Information
<del>38</del> .40.	Clause 15.2(e)	Project Co must comply with Environmental Laws	Reference to \$ amount.
<del>39</del> .41.	Clause 16.1(a)	Project Co must Clean Up in Port Transaction Land	Reference to \$ amount.
<del>40</del> .42.	Attachment 1 to Schedule 1	Licence Fee	All
<b>WGT Road Licence</b>			
<del>41</del> .43.	Clause 6.7(a)	Project Co must not cause Contamination or certain Pollution and must minimise risk of Environmental Harm	Reference to \$ amount.
<b>Transurban / Project Co Deed of Undertaking</b>			
<del>42</del> .44.	Clause 1.1	Definitions (Secured Amount)	Reference to \$ amount.
<del>43</del> .45.	Clause 11.2	Notices	References to names or personal contact details and company information (including notice or contact details, ACN's or ABN's).
<b>FMS Agreement</b>			
<del>44</del> .46.	Clause 37	Notices	References to names or personal contact details and company information (including notice or contact details, ACN's or ABN's).
<del>45</del> .47.	Clause 39.2	Definitions (Adverse Impact)	All
<del>46</del> .48.	Clause 39.2	Definitions (Commercially Sensitive Information)	All
<del>47</del> .49.	Schedule 2	Key Operating Principles	All
<del>48</del> .50.	Schedule 7	Permitted Purposes	All
<del>49</del> .51.	Schedule 8	Performance Metrics	All formulas, numerical and dollar values.
<b>Roaming Agreement</b>			
<del>50</del> .52.			Entire document
<b>Network Tolling Agreement</b>			
<del>51</del> .53.			Entire document
<b>CityLink Access Deed</b>			
<del>52</del> .54.			Entire document.
<b>West Gate Tunnel – CityLink Umbrella Deed</b>			
<del>53</del> .55.			Entire document
<b>Lease</b>			

Item	Reference	Title	Confidential Information
<del>54-56.</del>	Clause 1.2	Definitions (Revenue)	Reference to % number.
<del>55-57.</del>	Schedule 1	Relevant Proportion	All
<b>Equity Subscription Deed</b>			
<del>56-58.</del>	Schedule 1	Notice details	References to names or personal contact details and company information (including notice or contact details, ACN's or ABN's).
<b>WGT Co Equity Subscription Deed</b>			
<del>57-59.</del>			All
<b>State Equity Subscription Deed</b>			
<del>58-60.</del>			All
<b><u>New Equity Contribution Deed</u></b>			
<del>61.</del>			<u>All</u>
<b>WGT Call Option Deed</b>			
<del>59-62.</del>			All
<b>Share Transfer Form – West Gate Tunnel Leasehold Co. Pty Ltd</b>			
<del>60-63.</del>		Consideration/ Price	Reference to \$ amount.
<b>State Works Loan Agreement</b>			
<del>61-64.</del>	<del>Clause 1.1</del>	<del>Definitions (Initial Proponent Contribution Date)</del>	<del>Reference to \$ amount.</del> <u>All</u>
<del>62-</del>	<del>Clause 8</del>	<del>SW Proportion</del>	<del>Reference to \$ amount.</del>
<b>NewCo Works Loan Agreement</b>			
<del>63-65.</del>			All
<b>WGT Co Loan Facility Agreement</b>			
<del>64-66.</del>	Clause 1.1	Definitions (Insolvency Event)	Reference to \$ amount.
<del>65-67.</del>	Clause 3.3	Cancellation of Commitment during Availability Period	References to \$ amounts.
<del>66-68.</del>	Clause 3.5	Prepayment	References to \$ amounts.
<del>67-69.</del>	Schedule 1	Tranches	All
<del>68-70.</del>	Schedule 2	Notice details	References to names or personal contact details and company information (including notice or contact details, ACN's or ABN's).
<b>NewCo Loan Facility Agreement</b>			
<del>69-71.</del>			All
<b><u>CLUT Works Loan Agreement</u></b>			
<del>72.</del>			<u>All</u>
<b>Finance Direct Deed</b>			

Item	Reference	Title	Confidential Information
<del>70</del> .73.	Clause 11	State right to require Project Co to call on Construction Bond	References to % numbers.
<del>71</del> .74.	Schedule 1	Notice Details	References to names or personal contact details and company information (including notice or contact details, ACN's or ABN's).
<b>Funding Co Security</b>			
<del>72</del> .75.	Clause 1.1	Definitions (Revolving Asset)	Reference to \$ amount.
<del>73</del> .76.	Clause 4.5	Notices to the Secured Party	References to \$ amounts.
<del>74</del> .77.	Clause 4.13	Title Documents and Chattel Paper	Reference to \$ amount.
<del>75</del> .78.	Schedule 1	Notice Details	References to names or personal contact details and company information (including notice or contact details, ACN's or ABN's).
<b>General Security Deed – Project Co and CityLink Melbourne Limited</b>			
<del>76</del> .79.	Clause 1.1	Definitions (Revolving Asset)	Reference to \$ amount.
<del>77</del> .80.	Clause 4.5	Notices to the Secured Party	References to \$ amounts.
<del>78</del> .81.	Clause 4.13	Title Documents and Chattel Paper	Reference to \$ amount.
<del>79</del> .82.	Schedule 1	Notice Details	References to names or personal contact details and company information (including notice or contact details, ACN's or ABN's).
<b>General Security Deed – Project Co and City Link Extension Pty Ltd</b>			
<del>80</del> .83.	Clause 1.1	Definitions (Revolving Asset)	Reference to \$ amount.
<del>81</del> .84.	Clause 4.5	Notices to the Secured Party	References to \$ amounts.
<del>82</del> .85.	Clause 4.13	Title Documents and Chattel Paper	Reference to \$ amount.
<del>83</del> .86.	Schedule 1	Notice Details	References to names or personal contact details and company information (including notice or contact details, ACN's or ABN's).
<b>State Security</b>			
<del>84</del> .87.	Clause 1.2	Definitions (Permitted Dealing)	Reference to \$ amount.
<del>85</del> .88.	Clause 1.2	Definitions (Revolving Asset)	Reference to \$ amount.
<del>86</del> .89.	Clause 6.3	Collateral generally	Reference to \$ amount.

Item	Reference	Title	Confidential Information
<del>87-90.</del>	Clause 16	Notices	References to names or personal contact details and company information (including notice or contact details).
<b><u>Settlement Deed</u></b>			
<u>91.</u>			<u>All</u>
<b><u>'Initial Settlement Documents' and 'Deed of Settlement' (as defined in the Settlement Deed)</u></b>			
<u>92.</u>			<u>The entire Initial Settlement Documents and Deed of Settlement including any schedule to each Initial Settlement Document.</u>
<b><u>SSAA and SSAA Amending Letter (each as defined in the D&amp;C Subcontract)</u></b>			
<u>93.</u>			<u>All</u>
<b>Ancillary documents</b>			
<del>88-94.</del>	Any of the subject matter in items 1 to <del>88-93</del> above, as it appears in this Agreement, any Project Document or other documents or correspondence, including electronic messages, management or steering committee minutes and ministerial briefings.		

**Annexure F - Schedule 45 to the Project Agreement (East Zone Major Steel Procurement Schedule)**

**Schedule 45 – East Zone Major Steel Procurement Schedule**

Activity	Start	Finish	% Complete	Progress	Comment
<b>Supplier #1</b>					
<b>Bridge 50 - WD Over Maribyrrnong 11792T - 5 shipments</b>					
Fabrication	5-Mar-22	6-Jan-23		●	
Trial Assembly	5-May-22	15-Mar-23		●	
Blasting, Coating, Walkways and Sign-off	4-Jul-22	14-May-23		●	
Shipment	13-Aug-22	23-Jun-23		●	
Delivery to Site	12-Sep-22	28-Jun-23		●	
<b>Bridge 50 - Portals</b>					
Fabrication	Commenced	4-Mar-22		●	
Blasting and Coating	5-Mar-22	19-Mar-22		●	
Shipment	20-Mar-22	24-Apr-22		●	
Delivery to Site	24-Apr-22	29-Apr-22		●	
<b>Bridge 51 - P1 Ramp 1317T</b>					
Blasting, Coating and Sign-off	Commenced	Complete	100%	●	
Shipment	Commenced	13-Mar-22		●	
Delivery to Site	14-Mar-22	18-Mar-22		●	

Activity	Start	Finish	% Complete	Progress	Comment
<b>Bridge 52 - P2 Ramp 2964T</b>					
Blasting, Coating and Sign-off	Commenced	Complete	100%	●	
Shipment	Commenced	8-Mar-22		●	
Delivery to Site	9-Mar-22	18-Mar-22		●	
<b>Bridge 70 - C2 Ramp 5700T – 3 Shipments</b>					
Fabrication	27-Apr-22	2-Dec-22		●	
Trial Assembly	8-Nov-22	11-Jan-23		●	
Blasting, Coating, Walkways and Sign-off	28-Dec-22	4-Nov-23		●	
Shipment	26-Mar-23	14-Dec-23		●	
Delivery to Site	5-May-23	19-Dec-23		●	
<b>Bridge 72 - C1 Ramp 3100T – 2 shipments</b>					
Fabrication	Commenced	15-Apr-23		●	
Trial Assembly	10-Aug-22	5-May-23		●	
Blasting, Coating and Sign-off	29-Sep-22	30-May-23		●	
Shipment	28-Nov-22	9-Jul-23		●	
Delivery to Site	7-Jan-23	14-Jul-23		●	



Activity	Start	Finish	% Complete	Progress	Comment
<b>Bridge 72 - Portals (Batch 3 - C1-P40, P41 &amp; P42)</b>					
Fabrication and Trial Assembly	Commenced	26-Jul-22		●	
Blasting, Coating and Sign-off	27-Jul-22	20-Aug-22		●	
Shipment	21-Aug-22	29-Sep-22		●	
Delivery to Site	30-Sep-22	4-Oct-22		●	
<b>Bridge 73 - F3 Ramp 1986T – 2 shipments</b>					
Fabrication	10-Jun-22	19-Jul-22		●	
Trial Assembly	20-Jul-22	18-Aug-22		●	
Blasting, Coating and Sign-off	19-Aug-22	7-Oct-22		●	
Shipment	8-Oct-22	6-Nov-22		●	
Delivery to Site	7-Nov-22	11-Nov-22		●	
<b>Bridge 60 – Portals – 2 shipments</b>					
Fabrication	21-Jan-22	14-Jun-22		●	
Blasting, Coating and Sign-off	28-Mar-22	5-Jul-22		●	
Shipment	2-May-22	14-Aug-22		●	
Delivery to Site	11-Jun-22	23-Aug-22		●	

Activity	Start	Finish	% Complete	Progress	Comment
<b>Bridge 80 - D1/D2 over MPC 2820T – 3 shipments</b>					
Procurement and Delivery of Steel Plate	19-Jun-22	20-Jan-23		●	
Fabrication	20-Jun-22	7-Jun-23		●	
Trial Assembly	8-Sep-22	17-Jul-23		●	
Blasting, Coating, Walkways and Sign-off	8-Oct-22	15-Sep-23		●	
Shipment	27-Nov-22	25-Oct-23		●	
Delivery to Site	6-Jan-23	30-Oct-23		●	
<b>Bridge 80 - Portals</b>					
Procurement and Delivery of Steel	Commenced	20-Apr-22		●	
Fabrication	21-Apr-22	22-Sep-22		●	
Blasting and Coating	26-Sep-22	25-Oct-22		●	
Shipment	26-Oct-22	4-Dec-22		●	
Delivery to Site	5-Dec-22	14-Dec-22		●	
<b>Supplier #2</b>					
<b>Bridge 61 - P3 Ramp 1595T</b>					
Fabrication	21-Oct-21	20-Jul-22		●	

Activity	Start	Finish	% Complete	Progress	Comment
Trial Assembly	22-Nov-21	27-Jul-22		●	
Blasting, Coating and Sign-off	30-Jun-22	27-Jan-23		●	
Shipment	30-Jun-22	13-Mar-23		●	
Delivery to Site	14-Mar-23	23-Mar-23		●	
<b>Bridge 74 - D1/D2 over MPCr 1539T – 2 Shipments</b>					
Procurement and Delivery of Steel Plate	N/A	5-Jun-23		●	
Fabrication	6-Jun-23	5-Sep-23		●	
Trial Assembly	6-Sep-23	1-Nov-23		●	
Blasting, Coating and Sign-off	17-Nov-23	19-Jan-24		●	
Shipment	8-Jan-24	6-Mar-24		●	
Delivery to Site	27-Feb-24	16-Mar-24		●	
<b>Bridge 82 - Bridge over Dudley</b>					
Procurement and Delivery of Steel Plate	N/A	7-Nov-22		●	
Fabrication	8-Nov-22	24-Jan-23		●	
Trial Assembly	25-Jan-23	27-Feb-23		●	
Blasting, Coating and Sign-off	28-Feb-23	28-Apr-23		●	

Activity	Start	Finish	% Complete	Progress	Comment
Shipment	1-May-23	11-Jun-23		●	
Delivery to Site	12-Jun-23	22-Jun-23		●	
<b>Supplier #3</b>					
<b>Bridge 84 - SUP Warren Truss 400T</b>					
Procurement and Delivery of Steel Plate	N/A	28-Jun-22		●	
Fabrication	29-Jun-22	26-Oct-22		●	
Blasting, Coating and Sign-off	27-Oct-22	22-Dec-22		●	
Shipment	23-Dec-22	16-Jan-23		●	
Delivery to Site	17-Jan-23	23-Jan-23		●	
<b>Bridge 86 - SUP Warren Truss 100T</b>					
Procurement and Delivery of Steel Plate	N/A	12-Jul-22		●	
Fabrication	13-Jul-22	27-Feb-23		●	
Blasting, Coating and Sign-off	28-Feb-23	12-May-23		●	
Shipment	13-May-23	25-May-23		●	
Delivery to Site	26-May-23	31-May-23		●	

Activity	Start	Finish	% Complete	Progress	Comment
<b>Bridge 54 - SUP Warren Truss</b>					
Procurement and Delivery of Steel Plate	N/A	23-Aug-22		●	
Fabrication	24-Aug-22	12-May-23		●	
Blasting, Coating and Sign-off	15-May-23	13-Jun-23		●	
Delivery to Site	24-Jul-23	2-Aug-23		●	
<b>Bridge 83 – I Beams</b>					
Procurement of Steel	N/A	17-Jul-22		●	
Fabrication	18-Jul-22	28-Apr-23		●	
Blasting, Coating and Sign-off	1-May-23	29-May-23		●	
Delivery to Site	30-May-23	5-Jun-23		●	

**Annexure G - Schedule 46 to the Project Agreement (MEI and IT Equipment Schedule)**

### Schedule 46 – MEI and IT Equipment Schedule

Item	Location	Item Reference	Description of Item
1.	FCC & ARTC	Servers, SAN and third party SW	<b>Servers, Storage Area Network and Third Party Software</b> are utilised to host the Operation Management Control System of the West Gate Tunnel Project.
2.	FCC & ARTC	Comsys	An <b>integrated communication interface</b> that provides the Operator access that consists of various different system on the West Gate Tunnel Project (FETS, FETS, PA, RRB, O&M Radio).
3.	FCC & ARTC	PBX	<b>Private Branch Exchange</b> is a type of hardware that is essential as part of the Radio Rebroadcast System and Public Address System.
4.	TUNNEL	METS	<b>Motorist Emergency Telephone System</b> will be used by motorists to communicate with the Freeway Control Centre (FCC) in the event of an incident occurring within the tunnel and near Emergency Closure Barrier (ECB) points.
5.	TUNNEL	MNCS	<b>Motorway Network Control System</b> is an integration of motorway management and control systems. MNCS facilitates communication flows that consist of a network of multiple connections between end user equipment at the freeway control centres and field equipments on the roads.
6.	TUNNEL	PMCS	<b>Plant Management Control System</b> is an integration of the Tunnel Mechanical, Electrical, and Fire System that is capable of showing the statuses, alarms, controls and fault of all plants and equipments located within the tunnel.
7.	TUNNEL	FETS	<b>Fire Emergency Telephone System</b> will provide simultaneous two-way communication specifically for fire related incidents between emergency services personnel and the Freeway Control Centre.
8.	TUNNEL	AVID	<b>Automatic Video Incident Detection System</b> can detect traffic and non-traffic incident within the West Gate Tunnel and on the open roads.
9.	TUNNEL	CCTV	<b>CCTV system</b> comprised of both PTZ (Point Tilt Zoom) Cameras and Fixed Cameras that will provide full real time video coverage of the West Gate Tunnel Project.
10.	TUNNEL	Driver Advisory Signage	<b>Driver Advisory Signages</b> that consists of Variable Message Signs, Variable Speed Limit Sign and Lane Use Management Sign, Ramp Metering, will provide real time, changeable advise, speed limits and trip information to road users.

Item	Location	Item Reference	Description of Item
11.	TUNNEL	Cabinets	<b>Cabinets</b> are an essential hardware element that will house all the necessary components to service CCTV, AVIDS, DAS, VDS, TCS, METS & FETS of the entire West Gate Tunnel Project. The cabinets located throughout the entire project will also provide power and communication reticulations to field devices to ensure a connection back to freeway control centre.
12.	TUNNEL	IOCS	<b>Internal Operations and Communications System</b> and associated PABX.
13.	OPEN ROAD	METS and IOCS	<b>Motorist Emergency Telephone System</b> will be used by motorists to communicate with the Freeway Control Centre (FCC) in the event of an incident occurring within the tunnel and near Emergency Closure Barrier (ECB) points.
14.	OPEN ROAD	MNCS	<b>Motorway Network Control System</b> is an integration of motorway management and control systems. MNCS facilitates communication flows that consist of a network of multiple connections between end user equipment at the freeway control centres and field equipments on the roads.
15.	OPEN ROAD	PMCS (items interface via TMCS)	<b>Programmable Logic Controllers</b> that is an essential part of the PMCS will communicate via the MNCS to ensure two way connections between the Freeway Control Centre and the Alternative Freeway Control Centre.
16.	OPEN ROAD	AVID	<b>Automatic Video Incident Detection System</b> can detect traffic and non-traffic incident within the West Gate Tunnel and on the open roads.
17.	OPEN ROAD	CCTV	<b>CCTV system</b> comprised of both PTZ (Point Tilt Zoom) Cameras and Fixed Cameras that will provide full real time video coverage of the West Gate Tunnel Project.
18.	OPEN ROAD	Driver Advisory Signage (including ramp metering)	<b>Driver Advisory Signages</b> that consists of Variable Message Signs, Variable Speed Limit Sign and Lane Use Management Sign, Ramp Metering, will provide real time, changeable advise, speed limits and trip information to road users.
19.	OPEN ROAD	VDS/VDD	<b>Vehicle Detection System</b> utilises light based technology to provide traffic monitoring capability as described in 'Vehicle Detection System' above. The <b>Vehicle Detection Devices</b> (VDD) consists of wireless traffic sensors known as STUDS that can detect the presence and movement of vehicles through its magneto-resistance capability.



Item	Location	Item Reference	Description of Item
20.	OPEN ROAD	OHVD	<b>Over Height Vehicle Detection</b> system will utilised light-based detectors through infrared beams to provide over-height vehicle monitoring capability prior to the entry into the Tunnel.
21.	OPEN ROAD	Remote operate barriers (control and traffic lights only)	The remote operated barrier gates are located on in the West that will be installed between the carriage ways. The primary objective of the ROBG is to be utilised in an event where traffics are required to be redirected. The system also consists of flashing lights, controls hardware that is sitting within an enclosed cabinet where the power and network reticulations are located.
22.	OPEN ROAD	West LUMS (old temporary works)	<b>Lane Use Management Signs</b> for the West Gate Freeway.
23.	OPEN ROAD	Ramps	This comprises the specific advisory devices (RC1, RC2 and RC3) to control the ramps between freeways and to/from the mainline carriageways.

**Annexure H - Exhibit A (PSR) to the Project Agreement (Parts A to J)**

PSR

# Project Scope & Requirements

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## Part A - Introduction

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### 1. General

#### 1.1 Purpose and Interpretation

- (a) The Project Requirements set out the State's minimum requirements for the Relevant Infrastructure and the Project Activities (subject to clause 2.4 of this Agreement and the Agreed Exceptions).
- (b) Subject to clause 2.4 of this Agreement and the Agreed Exceptions, the Relevant Infrastructure and the Project Activities must, as a minimum, comply with:
  - (i) the Project Requirements; and
  - (ii) the Project Scope.
- (c) If there is any inconsistency, ambiguity or discrepancy within or between the Project Requirements and the Project Scope or between the PSR and any other State Project Document, clauses 2.2 to 2.5 of this Agreement will apply.
- (d) Project Co acknowledges and agrees that:
  - (i) the State and its Associates have not made and make no representation, and give no warranty or guarantee and owe no duty of care; and
  - (ii) Project Co bears the entire risk and will not make any Claim against the State for any Liability,in connection with:
  - (iii) the inclusion of the Agreed Exceptions;
  - (iv) whether the Project Scope complies with the Project Requirements; or
  - (v) whether carrying out the Project Activities (including preparation of the Design Documentation) in accordance with the PSR will ensure that Project Co can sufficiently discharge its obligations under the State Project Documents.
- (e) Notwithstanding that specific requirements in the Reference Design may have been incorporated by reference into the Project Requirements, the Reference Design does not form part of the Project Requirements or Project Scope.
- (f) Project Co must:
  - (i) make its own determination of whether the requirements of the State Project Documents are satisfied by complying with the Reference Documents and whether any additional measures are required to enable Project Co to comply with the State Project Documents; and
  - (ii) incorporate all additional measures necessary to enable Project Co to comply with the State Project Documents.
- (g) A glossary of terms is set out in section 6.

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## 2. Reference Documents

### 2.1 General

- (a) Subject to the Agreed Exceptions, and clause 2.22 of this Agreement, the Relevant Infrastructure and the Project Activities must comply with the requirements of the Reference Documents, unless the Project Requirements specify a different requirement, standard, quality, level of service, quantum or scope, in which case the Project Requirements will prevail. The hierarchy of Reference Documents will be in the following order:
- (i) in relation to Returned Works, the relevant published standards of the Facility Owner;
  - (ii) VicRoads publications and Attachment A;
  - (iii) any relevant published standards of other Victorian government Authorities;
  - (iv) in relation to the Tunnels, the Tunnel Reference Documents;
  - (v) AUSTROADS publications;
  - (vi) the relevant standards, codes and guides of Standards Australia (including AS5100) and Standards New Zealand (or, where an Australian Standard or a New Zealand Standard does not exist, the relevant British standard or international standard);
  - (vii) the standards, codes and guides published by the National Occupational Health and Safety Commission;
  - (viii) Australian and New Zealand Guidelines for the Assessment and Management of Contaminated Sites, ANZECC/MHNRC; and
  - (ix) all other publications, codes, references, guidelines, manuals and other technical documents which are relevant to the performance of the Project Activities.
- (b) Subject to clause 2.22 of this Agreement, the version (being a number, date or other identifier) of the Reference Document with which Project Co must comply is:
- (i) where
    - A. the version of the Reference Document with which Project Co is to comply is specified in the Project Requirements, that version and not any new, updated or replaced version; and
    - B. the Reference Document relates to the design of the Works, the version which was current as at the date of this Agreement; and
  - (ii) otherwise, the version current at the time the relevant Project Activities are carried out.
- (c) Where a Reference Document set out in sections 2.1(b)(i)A or 2.1(b)(i)B is no longer the most current version of that Reference Document or a new Reference Document is introduced which, if Project Co were to comply with it would cause the Project Activities to be delivered otherwise than in accordance with sections 2.1(b)(i)A or

2.1(b)(i)B (**New Reference Document**), Project Co must provide a notice to the State within 10 Business Days of becoming aware of the New Reference Document.

(d) Where:

- (i) a Reference Document current at the date of this Agreement with which Project Co would otherwise be required to comply with under section 2.1(b)(ii) is no longer the most current version of the Reference Document or there is a new Reference Document introduced which, if Project Co were to comply with it, would cause the Project Activities to be delivered otherwise than in accordance with, or contemplated by, the Reference Document current at the date of the Agreement; or
- (ii) any third party's requirements (including a third party's usual requirements) in respect of the O&M Activities or Handover change after the Date of West Gate Tunnel Completion,

nothing in this Agreement requires Project Co to:

- (iii) comply with the most current version of that Reference Document, new Reference Document or those third party requirements referred to in section 2.1(d)(ii) where it is impossible for Project Co to do so;
- (iv) replace or materially modify any part of the Relevant Infrastructure earlier than the time it would otherwise be required to be replaced or modified in order to comply with the requirements of the State Project Documents; or
- (v) comply with the most current version of that Reference Document, new Reference Document or those third party requirements referred to in section 2.1(d)(ii) where compliance would require replacing or materially modifying a part of the Relevant Infrastructure:
  - A. where such replacement or modification would adversely impact on the integrity, consistency or the efficiency of the operation or maintenance of the Relevant Infrastructure or that part of the Relevant Infrastructure; or
  - B. where it would not be reasonable to expect that a reasonable and competent concessionaire maintaining a road similar to the Freeway to Best Industry Practices would do so having regard to the impact on the Relevant Infrastructure or the Project Activities.

(e) Where an item, approach or option is referred to in a Reference Document and it is expressed in terms such as 'should', 'may be', 'recommended', 'suggested', 'desirable', or 'advisable', the item, approach or option referred to is deemed to be a requirement and must not be varied unless otherwise agreed by the State.

(f) Where a Reference Document provides for:

- (i) a 'desirable' and an 'absolute' design limit, the desirable design limit is to apply unless other design limits are approved by the State;
- (ii) the specification of material properties or mix designs for materials, such material properties or mix designs must be specified in the design report and on the drawings in the Certified Design Documentation;
- (iii) the approval of construction procedures by a superintendent, such procedures must be included in the Construction Documentation submitted in accordance with Part F6;



- (iv) the release of Hold Points by a superintendent, this responsibility must be exercised by the relevant Nominated Authority identified in the Construction Quality Management Plan;
  - (v) the acceptance of non-conforming works or materials by a superintendent, such non-conforming works must be notified as Non-Conformances in accordance with clause 22.3 of this Agreement;
  - (vi) the approval of alternative construction methods or materials by a superintendent, any such methods or materials must be notified to the State and the IREA in the Preliminary Design Documentation, Certified Design Documentation, or as proposed changes to IFC Design Documentation in accordance with Part F5;
  - (vii) the determination of classification of earthworks materials or approval to reduce the frequency of testing of materials, such determinations and approvals must be authorised by a Nominated Authority with the necessary knowledge and experience to verify compliance with relevant standards and specification requirements; and
  - (viii) any other determination, direction, or agreement by a superintendent, such determinations, directions, or agreements must be notified to the State and the IREA in the Preliminary Design Documentation, Certified Design Documentation, or as changes to IFC Design Documentation in accordance with Part F5.
- (g) Where a VicRoads publication requires:
- (i) that the approval of a VicRoads officer be obtained in order to adopt or vary a particular standard, that standard must not be adopted or varied without the prior written approval of the State; and
  - (ii) the payment of any abatement amounts in the VicRoads 750 and 3150 series, such payment will not be required to be paid.
- (h) Project Co must not apply the principles of Extended Design Domain (EDD) as detailed in the VicRoads Supplement to the Austroads Guide to Road Design (Part 2 – Design Considerations) in the development of its design.
- (i) If a requirement in a Reference Document:
- (i) does not impose an obligation on any particular party to meet that requirement, then it will be deemed to impose an obligation on Project Co to meet that requirement; and
  - (ii) would or seeks to impose an obligation on the State or the IREA, then that obligation will be deemed to be imposed on Project Co unless:
    - A. expressly stated otherwise in this Agreement; or
    - B. only the State or the IREA (as applicable) can perform the obligation.

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### **3. [Not Used]**

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## 4. General requirements

As a minimum, the Works and Project Activities must be undertaken to cater for:

- (a) the lane configurations, cross sections and clearances specified in Part H1;
  - (b) the speeds specified in Part H2;
  - (c) the design traffic volumes and vehicle mixes and loadings specified in Part H3;
  - (d) the requirements for interchanges and intersections specified in Part H4;
  - (e) the requirements for public transport, pedestrian and cyclist facilities specified in Part H6;
  - (f) the requirements for freeway ramp metering signals specified in Part H7;
  - (g) the urban design requirements in section 15 of Part B;
  - (h) the requirements for tolling hardware specified in Part H12; and
  - (i) and meet the requirements specified in Attachment C; and
- to meet the requirements in Part H13.

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## 5. Project outline

### 5.1 The Works

The Works include:

- (a) new Freeway carriageways, including:
  - (i) grade separation with all Roads;
  - (ii) traffic lanes and shoulders to the extent specified in Part H1;
  - (iii) all adjustments, reinstatements and improvements necessary to connect the West Gate Freeway and CityLink to the Freeway;
  - (iv) a grade separated freeway to freeway interchange at West Gate Freeway;
  - (v) the Tunnels under Yarraville including all additional infrastructure, plant and equipment necessary to operate the Tunnels safely and efficiently;
  - (vi) a crossing of the Maribyrnong River;
  - (vii) freeway carriageways from the Maribyrnong River crossing to CityLink as specified in Part H1; and
  - (viii) a grade separated freeway to freeway interchange at CityLink;
- (b) upgrades to the West Gate Freeway from the M80 interchange to Williamstown Road, including:
  - (i) grade separation with all Roads;
  - (ii) traffic lanes and shoulders to the extent specified in Part H1;

- (iii) all adjustments, reinstatements and improvements necessary to connect the West Gate Bridge, the Freeway and Princes Freeway West to the West Gate Freeway and M80;
  - (iv) bridge widening and strengthening of existing structures as further described in Part B;
  - (v) pavement works of existing carriageways as further described in Part B; and
  - (vi) a collector distributor carriageway in both directions;
- (c) an arterial road from Wurundjeri Way to Dynon Road (**Wurundjeri Way Extension**), including traffic lanes and shoulders to the extent specified in Part H1;
- (d) grade separated interchanges at:
- (i) M80 (freeway to freeway interchange with West Gate Freeway);
  - (ii) Grieve Parade;
  - (iii) Millers Road;
  - (iv) Williamstown Road; and
  - (v) MacKenzie Road;
- (e) intersection between Wurundjeri Way Extension and the Freeway;
- (f) new ramp connections with the West Gate Freeway and the Freeway (as applicable) at:
- (i) Hyde Street or such other roads to enable connectivity to Hyde Street;
  - (ii) Appleton Dock Road;
  - (iii) Dynon Road; and
  - (iv) Footscray Road east of CityLink;
- (g) all adjustments, truncations, reinstatement and improvements necessary to existing Roads (being works which are necessary as a consequence of, or otherwise arising out of or in connection with, the D&C Activities) including:
- (i) Geelong Road;
  - (ii) Grieve Parade;
  - (iii) Buchanan Road;
  - (iv) Millers Road;
  - (v) Fogarty Avenue;
  - (vi) Williamstown Road;
  - (vii) Hyde Street;
  - (viii) Francis Street;

- (ix) Whitehall Street;
  - (x) Youell Street;
  - (xi) Maribyrnong Street;
  - (xii) MacKenzie Road;
  - (xiii) Sims Street;
  - (xiv) Coode Road;
  - (xv) Footscray Road;
  - (xvi) Docklink Road
  - (xvii) Appleton Dock Road
  - (xviii) Dynon Road;
  - (xix) Dryburgh Street;
  - (xx) Dudley Street;
  - (xxi) Simcock Avenue;
  - (xxii) Hall Street; and
  - (xxiii) Wurundjeri Way;
- (h) works necessary to meet the requirements of Part H13;
  - (i) maintaining and where possible enhancing the existing bicycle and pedestrian facilities impacted by the Works;
  - (j) new bicycle shared path and Veloway requirements as further described in Part H6;
  - (k) all structures over drains, creeks and other water courses within the Leased Area necessary for, or required as a result of, the performance of the D&C Activities, including:
    - (i) all adjustments, reinstatement and improvements to creeks, drainage and other water courses; and
    - (ii) all drainage and flood mitigation and control works;
  - (l) Returned Works (being works which are necessary as a consequence of, or otherwise arising out of or in connection with, the D&C Activities) including where applicable:
    - (i) all adjustments, truncations, reinstatement and improvements necessary to existing Roads, to the extent they are outside the Leased Area;
    - (ii) all adjustments, reinstatement and improvements to the rail transport infrastructure necessary for, or required as a result of, the performance of the D&C Activities (except for any rail transport infrastructure which is removed and is not required to be reinstated as a result of the performance of the D&C Activities) which may include:

- A. Metropolitan and Regional Railway Lines;
  - B. Sunshine to Newport Freight Line;
  - C. ARTC Syd-Adel-Mel Rail Line;
  - D. Engine track between South Dynon locomotive depot and Southern Cross; and
  - E. South Dynon rail lines (including within the Melbourne Freight Terminal) and connections to and within the Port of Melbourne;
- (iii) the protection, repair, replacement, reinstatement, alteration and relocation of Utility Infrastructure necessary for, or required as a result of, the performance of the D&C Activities;
  - (iv) all other Works not in the Leased Area;
  - (v) all Works within the ITS Interface Area ;
  - (vi) the Accommodation Works including:
    - A. all adjustments to existing infrastructure or property, excluding the Works referred to in section 5.1(l)(iii);
    - B. all changes in access arrangements to existing infrastructure and property;
    - C. demolition, clearing and decontamination and adjustment of built features;
    - D. adjustment, re-establishment or making good of all existing buildings whether inside or outside the Construction Areas which are affected in any way by the D&C Activities;
    - E. adjustments to property drainage;
    - F. modifications and reinstatement of Utility Infrastructure to properties; and
    - G. all other property adjustment works necessary to ensure that the access to and egress from or the use of any property (including any building, structure, infrastructure or amenity which is affected by the D&C Activities) is reinstated in accordance with the relevant local council requirements or to at least the same standard and quality that it was prior to Financial Close;
  - (vii) all intersecting Roads;
  - (viii) footpaths and shared use paths on Roads;
  - (ix) any creek, water course or other drainage facility forming part of Melbourne Water's main drainage network;
  - (x) rail structures;
  - (xi) creek embankment works;

- (xii) parks and wetlands areas occupied temporarily for construction purposes;
- (xiii) modifications to sewers, drains and other utilities;
- (xiv) car parking areas occupied temporarily for construction workforce;
- (xv) the State Asset Works;
- (xvi) all structures over drains, creeks and other water courses outside of the Leased Area necessary for, or required as a result of, the performance of the D&C Activities including:
  - A. all adjustments, reinstatement and improvements to creeks, drainage and other water courses; and
  - B. all drainage and flood mitigation and control works;
- (m) all associated Temporary Works associated with sections 5.1(a) to 5.1(l), including:
  - (i) temporary measures necessary to meet the needs of all road, public transport, public area and pathway users during all stages of undertaking the Works;
  - (ii) temporary arrangements to divert and control traffic and to provide public amenity, security and safety during performance of the D&C Activities;
  - (iii) temporary arrangements for people and vehicles to access all property affected by the D&C Activities;
  - (iv) all environmental safeguards and measures necessary to monitor and mitigate environmental effects during performance of the D&C Activities;
  - (v) cleaning, maintenance, repair, replacement and reinstatement, as required, of all areas occupied by Project Co during performance of the D&C Activities;
  - (vi) the maintenance of Roads within the Construction Areas;
  - (vii) site facilities required for performance of the D&C Activities;
  - (viii) temporary infrastructure installed or erected to undertake the Works; and
  - (ix) all temporary measures necessary to open the Freeway; and
- (n) all other physical things and works necessary, or otherwise arising in connection with the matters described in sections 5.1(a) to 5.1(m), including:
  - (i) drainage, earthworks, structures, pavements, noise attenuation and road furniture;
  - (ii) urban design and landscaping features and finishes;
  - (iii) all infrastructure and equipment necessary to operate and maintain the Leased Area and ITS Interface Area and any buildings, maintenance facilities and the Operations Management and Control Systems;
  - (iv) demolition and clearing;
  - (v) decontamination in accordance with this Agreement;

- (vi) all fencing and security measures designed and constructed to prevent either unlawful or accidental access including as a result of legal possession of any land acquired or to be acquired;
- (vii) pavement markings, signs and lighting;
- (viii) ITS, traffic control signals, tolling, roadside devices and ancillary infrastructure required for managed freeways including lane use management signs and freeway ramp signals;
- (ix) items of infrastructure or such items which are otherwise necessary to provide safety;
- (x) all environmental safeguards and measures, having regard to the Environmental Requirements, including those identified in Part H21;
- (xi) all equipment necessary to monitor the operational and environmental performance, and assess the durability of key elements of the Freeway;
- (xii) all measures required in accordance with this Agreement in respect of community consultation, including those identified in Part G;
- (xiii) the provision of facilities for Emergency Services;
- (xiv) all adjustments to any existing Road, footpath, shared use path, open space, landscaped area or street which is affected by the performance of the D&C Activities within the Leased Area;
- (xv) all infrastructure required to connect the Freeway to the surrounding road network to ensure the continuing performance of the surrounding road network during construction and after the Date of West Gate Tunnel Completion;
- (xvi) all infrastructure required to ensure the continuing performance of the pedestrian and bicycle facilities during construction and after the Date of West Gate Tunnel Completion;
- (xvii) all necessary kerb and channel, connections of footpaths, driveways, removal of existing assets, including redundant driveways and pavement works;
- (xviii) all fixtures, fittings and other improvements, on, under, above or adjacent to the Freeway; and
- (xix) any other physical assets, plant, machinery, equipment, improvements, systems, hardware and software necessary to operate, repair and maintain the Relevant Infrastructure.

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## 6. Glossary of Terms

Unless otherwise expressly defined, expressions used in this PSR have the meaning given to them in this Agreement.

In this PSR, unless the context otherwise requires, the terms and phrases set out in Table A.1 have the meaning given in Table A.1.

Table A.1 - Glossary of Terms

<b>Action List</b>	means a list containing Tag Identifiers where the associated account status requires the RSS to provide feedback and action at RSS level which is different to signalling that the Transaction is “ok”.
<b>AID Incident</b>	means: <ul style="list-style-type: none"> <li>(a) stopped vehicles;</li> <li>(b) vehicles travelling below a configurable designated threshold speed;</li> <li>(c) vehicles travelling in the opposite direction to the designated direction of travel;</li> <li>(d) debris in excess of 0.75 metres in length, 0.75 metres in height and 0.5 metres in depth;</li> <li>(e) pedestrians; and</li> <li>(f) cyclists.</li> </ul>
<b>Agreed Exception</b>	means an agreed exception as set out in Part I or as otherwise agreed by the State and Project Co in writing.
<b>Approved Development</b>	means a development for which planning approval, as at the date of this Agreement: <ul style="list-style-type: none"> <li>(a) has been obtained from or permitted by the relevant Authority; and</li> <li>(b) is publicly available;</li> </ul> <p>except to the extent the planning approval is amended after the date of this Agreement and results in a more onerous requirement for compliance with the assessment under section 18.3(g) of Part B, section 13.7(b) of Part C or section 3.2(a)(i)A of Part C.</p>
<b>AS5100</b>	means AS5100 (2004).
<b>Asset</b>	means a physical component of the Works and includes each part of that physical component (which is typically divided into components and sub-components).
<b>Asset Inventory</b>	has the meaning given in section 5(b)(i) of Part D1.
<b>Asset Management System</b>	means a system for management of Assets that complies with this Agreement, including section 5 of Part D1.
<b>Automatic Incident Detection System</b>	means the system described in section 2.7 of Part D1.
<b>Bus</b>	for the purposes of Part H12A, means a Vehicle having more than 12 seating positions (including that of the driver).
<b>Business Management</b>	means the business management strategy to be prepared and updated by Project Co as described in Part F1.



## **Strategy**

<b>Car</b>	for the purposes of Part H12A, is a Vehicle, other than a Motor Cycle, a Light Commercial Vehicle, Heavy Commercial Vehicle or High Productivity Freight Vehicle, even if such a Vehicle is towing a trailer or caravan.
<b>Category A Building</b>	means residential dwellings, aged persons homes, hospitals, motels, caravan parks and other buildings of a residential nature.
<b>Category B Building</b>	means schools, kindergartens, libraries and other noise-sensitive community buildings.
<b>Category 1 Temporary Works</b>	means such Temporary Works as agreed by the State and Project Co, to be Category 1 Temporary Works based on the assessment of risk of the relevant Temporary Works.
<b>Category 2 Temporary Works</b>	means such Temporary Works as agreed by the State and Project Co, to be Category 2 Temporary Works based on the assessment of risk of the relevant Temporary Works.
<b>City Interchange</b>	means that part of the Freeway that provides direct connections to the arterial roads of Footscray Road, Wurundjeri Way and Dynon Road.
<b>CityLink Trip Data</b>	means all data required to be recorded by the Tolling System (as defined in the CityLink Concession Deed) in relation to the passage of Vehicles on CityLink.
<b>Closed Circuit Television System</b>	means the system described in section 2.9 of Part D1.
<b>Code of Maintenance Standards</b>	means the code of maintenance standards referred to in Part F7.
<b>Code of Practice for Road Management Plans</b>	means the Code of Practice for Road Management Plans made under section 28 of the Road Management Act 2004 (Vic), as amended from time to time.
<b>Communication Network</b>	means the collection of routers, switches, optic fibre and necessary accessories which connect together to enable data communication between the ITS equipment and the traffic control rooms.
<b>Communication System or CS</b>	means the system described in section 4 of Part D1.
<b>Completion and Commissioning Plan</b>	means the plan described in section 2.1(m) of Part F1.
<b>Compliance Notice</b>	means a notice issued by Project Co to a User of the Freeway which had made no arrangement for payment of that Trip.
<b>Compliance Process</b>	means the process of identifying, and issuing notices to recover (and recovering) tolls, administration charges and other fees and charges due in respect of, No Arrangement Travel.
<b>Condition State 1</b>	means the condition rating 1 and condition rating 2 of a structural component in accordance with the VicRoads Road Structures

<b>and 2 Items</b>	Inspection Manual.
<b>Condition State 3 and 4 Items</b>	means the condition rating 3 and condition rating 4 of a structural component in accordance with the VicRoads Road Structures Inspection Manual.
<b>Construction Communications and Community Engagement Plan</b>	means the plan described in section 2.1(k) of Part F1.
<b>Construction Environmental Management Plan or CEMP</b>	means the plan described in section 2.1(i) of Part F1.
<b>Construction Management Plan</b>	means the plan described in section 2.1(d) of Part F1.
<b>Construction Package</b>	means each construction package as contemplated by the Construction Management Plan and includes the documents as described in section 2 of Part F6.
<b>Construction Procedure</b>	means a procedure required to be submitted by a Reference Document including as described in section 2(e) of Part F6.
<b>Construction Quality Management Plan</b>	means the plan described in section 2.1(e) of Part F1.
<b>Construction Quality Representative</b>	means the person nominated in accordance with section 2.1(e) of Part F1 responsible for ensuring that the requirements of the Construction Quality Management Plan are implemented and maintained.
<b>Construction Traffic Management Plan or CTMP</b>	means the plan described in section 2.1(h) of Part F1.
<b>Coordinating Road Authority</b>	means the relevant coordinating road authority for that road pursuant to the <i>Road Management Act 2004</i> (Vic).
<b>COTS</b>	means commercial off the shelf.
<b>Customer Service Operator</b>	means a representative of Project Co designated to handle customer service issues.
<b>D&amp;C Phase Project Plans</b>	means each of the project plans described in section 2.1 of Part F1.
<b>DCN</b>	means a design change notice as referred to in section 2.5(c) of Part F5.
<b>Design Explanation</b>	has the meaning given in section 2.4 of Part F5.
<b>Design Life</b>	means, in respect of an Asset, the period commencing on the Date of West Gate Tunnel Completion, or such later date as the Asset is replaced, over which the Asset performs its intended function without

replacement, refurbishment or significant maintenance.

**Design Management Plan**

means the plan described in section 2.1(c) of Part F1.

**Detailed Design Documentation**

means the Design Documentation described in Part H25 including the Detailed Design Packages.

**Detailed Design Packages**

means the following Design Documentation:

<b>Zone-DPK No.</b>	<b>Design document package description</b>	<b>Preliminary design report revision and date</b>
202-200	Civil Works - Section A	B, 24 August 2017
202-250	Civil Works - Section B	B, 6 September 2017
202-300	Drainage - Section A	B, 2 November 2017
202-350	Drainage - Section B	B, 5 October 2017
202-460	Bridge 24 Muir Street SUP over WGF	B, 17 November 2017
202-475	Retaining Walls and Noisewalls - Section B	B, 30 October 2017
302-510	Tunnel Design Criteria Report	B, 24 August 2017
303-500	Spaceproofing Permanent Works - North Portal	B, 20 September 2017
303-505	Northern Portal Piling and Temporary Works	B, 13 September 2017
303-572	TBM Launch Grouting	C, 24 October 2017
333-900	North Yarra Main Sewer - Temporary Works	B, 26 October 2017

**Detection Zone**

means a region of the Freeway at or around a Toll Point which must be used by a Vehicle seeking to pass that Toll Point.

**Diversion Traffic Management Plan or DTMP**

means the plan described in section 7.4 of Part F7.

**Double Incident**

means:

- (a) a single fire incident, up to 50MW, with traffic stopped downstream, by a second, non-fire incident (or congestion) located downstream, anywhere from 100m from the first incident to the tunnel exit; or

	(b)	a fire incident, up to 20MW, with traffic stopped downstream by a second fire incident, up to 5MW, located downstream, anywhere from 100m from the first incident to the tunnel exit.
<b>Dudley Street</b>		for the purposes of Part H22, has the meaning in section 1(a)(vi) of Part H22.
<b>Dynon Road Extension</b>		means the sections of Ramps D1 and D2 between the intersection of Ramps D1 and D2 and Ramps F1 and F2 and the western abutment of the existing Dynon Road bridge over the railway lines.
<b>EFC Context Mark</b>		means the identifier for the specific tolling customer contract associated with a Tag which is required under AS4962.
<b>Emergency Risk Management Plan</b>		means the plan described in section 2.1(l) and 2.2(j) of Part F1.
<b>Emergency Services</b>		means any one or more of Victoria Police, MFB, SES or Ambulance Victoria as the context requires.
<b>Enforcement Agency</b>		has the meaning given in the CityLink Concession Deed.
<b>Environmental Auditor</b>		means the person described in section 1.9(a)(iv) of Part F1.
<b>Environmental Management Framework</b>		means the Environmental Management Framework in the Environmental Effects Statement.
<b>Environmental Management Strategy</b>		means the Environmental Management Strategy approved by the Minister for Planning under the Incorporated Document.
<b>Environmental Management System</b>		means a system as described in AS/NZS/ISO 14001.
<b>Environmental Representative</b>		means the person described in section 8.1(e) of Part F6.
<b>Error Rate</b>		means each of the Vehicle Detection Error Rate, Tag Detection Error Rate, Image Capture Error Rate A and Image Capture Error Rate B.
<b>Existing Structural Asset</b>		means all: <ul style="list-style-type: none"> <li>(a) WGF Existing Bridges;</li> <li>(b) Other WGF Existing Structural Assets; and</li> <li>(c) Other Existing Bridges.</li> </ul>
<b>Fire Engineering Brief or FEB</b>		has the meaning given in AS4825:2011.
<b>Fire Engineering Report or FER</b>		has the meaning given in AS4825:2011.

<b>Footscray Road</b>	for the purposes of Part H22, has the meaning in section 1(a)(iv) of Part H22.
<b>Foreign Toll Operators</b>	means any other entity operating a toll road in Australia
<b>Freeway (Acoustic)</b>	means the Freeway, excluding any Local Road, and including: <ul style="list-style-type: none"> <li>(a) the sections of the West Gate Freeway between the eastern drip line of the Grieve Parade bridge over the West Gate Freeway and the western drip line of the Geelong Road bridge over the West Gate Freeway;</li> <li>(b) the sections of the West Gate Freeway between the western expansion joint of the bridge over Williamstown Road and the western abutment of the West Gate Freeway bridge over the Williamstown railway line;</li> <li>(c) the Dynon Road Extension; and</li> <li>(d) the Wurundjeri Way Extension (Acoustic).</li> </ul>
<b>Freeway Control Centre or FCC</b>	means the building to be used by Project Co for controlling traffic on the Freeway.
<b>Freeway Management System or FMS</b>	means a system which includes a range of ITS devices including LUMS, VMS and ramp metering sites which are operated in coordination to manage the safe and efficient flow of vehicles on freeways.
<b>Freeway Operations Manual</b>	means the manual described in section 2.3(c) of Part F1.
<b>Further Request for Payment</b>	means a further Request for Payment sent to an Addressee following the sending of a Request for Payment to that Addressee in relation to any or all of the Trips the subject of that Request for Payment.
<b>Future Base Traffic Noise Level</b>	means the level of noise due to road traffic: <ul style="list-style-type: none"> <li>(a) for Category A Buildings - using L10 (18 hour) between 6 am and midnight; and</li> <li>(b) for Category B Buildings - using L10 (12 hour) between 6 am and 6 pm,</li> </ul> <p>based on:</p> <ul style="list-style-type: none"> <li>(c) the assumption that, if the West Gate Tunnel did not exist, road traffic noise emanating from the West Gate Freeway in 2045 at the receptor points as contemplated under section 18.3(d) of Part B would be 63dBA L10 (18 hour) measured between 6 am and midnight (for Category A Buildings) and 63dBA L10 (12 hour) measured between 6am and 6pm (for Category B Buildings); and</li> <li>(d) the future base traffic volumes in Table H3.6 for the relevant Local Road,</li> </ul> <p>as modelled utilising the relevant WGT Noise Model.</p>

<b>Future Infrastructure</b>	means the infrastructure specified in Part H13.
<b>Groundwater Management Plan</b>	has the meaning given in section 4.1(d) of Part C.
<b>Handover Plan</b>	means the plan described in section 2.2(k) of Part F1.
<b>Health and Safety Management Plan</b>	means the plan described in section 2.1(j) of Part F1.
<b>Heavy Commercial Vehicle or HCV</b>	for the purposes of Part H12A, means: <ul style="list-style-type: none"> <li>(a) a rigid Truck with three or more axles;</li> <li>(b) an articulated Truck;</li> <li>(c) a Bus; or</li> <li>(d) a two axle rigid Truck having a gross vehicle mass which exceeds 4.5 tonnes,</li> </ul> and excludes HPFVs.
<b>High Availability</b>	means: <ul style="list-style-type: none"> <li>(a) designed to feature in-built redundancy, reliable failover modes, and effective failure detection and reporting capabilities; and</li> <li>(b) designed to minimise the risk of cascading failure as the result of the failure of any single module or task.</li> </ul>
<b>High Productivity Freight Vehicle or HPFV</b>	for the purposes of Part H12A, means a Vehicle (including any trailer(s)) which is 26m or great in length.
<b>Hold Point</b>	means those points beyond which the stated construction activity must not proceed without the Nominated Authority's approval to proceed.
<b>Image</b>	means an image or photograph captured in computerised data format for later identification and classification of Vehicles passing through Detection Zones for the purposes of determining the tolls payable in respect of such passage.
<b>Image Capture Error Rate A</b>	means the Image Capture Error Rate A calculated in accordance with section 2.5(b) of Part H12A.
<b>Image Capture Error Rate B</b>	means the Image Capture Error Rate B calculated in accordance with section 2.5(c) of Part H12A.
<b>Incident Traffic Management Plan or ITMP</b>	means the plan described in section 7.5 of Part F7.
<b>Interoperable</b>	means compliant with all interoperability requirements for tolling devices stated in the MOU.
<b>Interoperability</b>	means the process of exchanging data in relation to Trips and settling

<b>Process</b>	payments due to Product Issuers in relation to Trips as contemplated by the MoU, and in accordance with any applicable Roaming Agreement.
<b>Inspection and Test Plans or ITPs</b>	means the plans related to inspections and tests that must be conducted at key points in the construction process.
<b>Inspection Report</b>	means a Level 3 Engineering Investigation Report or Level 2 Structure Condition Inspection Report prepared in accordance with the VicRoads Road Structures Inspection Manual. The report and data is used as a basis for the assessment of structural management options for either an individual structure or to a class of structures.
<b>Interface Management Plan</b>	means the plan as described in section 2.1(n) of Part F1.
<b>IREA</b>	means the Independent Reviewer and Environmental Auditor.
<b>ITS</b>	means intelligent transport system.
<b>ITS Interface Area</b>	means the ITS Interface Area described in Part H18.
<b>Invalid Tag</b>	means a Tag for which: <ul style="list-style-type: none"> <li>(a) an electronic road tolling system fully complying with AS4962 would be unable to determine the Tag Identifier for the Tag;</li> <li>(b) the issuer of the Tag is not able to be configured in the RSS as being able to accept transactions at the time of travel, due to the issuer not being a party to the MOU at that time or not having an interoperability agreement with the Operator; or</li> <li>(c) the Tag Identifier for the Tag has been placed on a black-list of invalid tags by the Tag issuer.</li> </ul>
<b>Key State Roads</b>	has the meaning given in section 1 of Part H22.
<b>Landscape Management Plan</b>	means the plan as described in section 2.1(o) of Part F1.
<b>Landscaping Plan</b>	means the plan as required in accordance with Part H21.
<b>Lane Closure Schedule</b>	means Schedule 1 of Part H22.
<b>Lane Use Management System or LUMS</b>	means the system described in section 2.3 of Part D1.
<b>Lead Verifiers</b>	means the suitably qualified and experienced persons independent of those having direct responsibility for the design identified as 'Lead Verifiers' in the Design Management Plan.
<b>Level 2 Structure Condition Inspection</b>	means a Level 2 Structure Condition Inspection undertaken in accordance with the VicRoads Structures Inspection Manual.
<b>Level 3 Engineering</b>	means a Level 3 Engineering Investigation undertaken in accordance with the VicRoads Road Structures Inspection Manual. The engineering investigation generally includes a combination of field investigation and

<b>Investigation</b>	theoretical analysis of a specific issue relevant to an individual structure or to a class of structures.
<b>Level of Service of D</b>	has the meaning in the VicRoads document "Supplement to Austroads Guide to Traffic Management, Part 2: Traffic Theory (2015)".
<b>Licence Plate</b>	means the physical object attached to a Vehicle which contains the Licence Plate Identifier.
<b>Licence Plate Identifier or LPI</b>	means the combination of Licence Plate Number and State of Registration for a Licence Plate.
<b>Licence Plate Number or LPN</b>	means the sequence of letters and digits displayed on a Licence Plate that uniquely identifies a Vehicle.
<b>Light Commercial Vehicle or LCV</b>	for the purposes of Part H12A, means a two axle rigid Truck having a gross vehicle mass which exceeds 1.5 tonnes, but does not exceed 4.5 tonnes.
<b>Local Roads</b>	means: <ul style="list-style-type: none"> <li>(a) the sections of: <ul style="list-style-type: none"> <li>(i) Grieve Parade;</li> <li>(ii) Millers Road;</li> <li>(iii) Williamstown Road;</li> <li>(iv) Hyde Street;</li> <li>(v) MacKenzie Road;</li> <li>(vi) Simcock Avenue; and</li> <li>(vii) Dynon Road,</li> </ul> <p style="margin-left: 20px;">which extend 100 metres from the interchange of the relevant road with the Freeway (Acoustic) (but excluding the Freeway (Acoustic)); and</p> </li> <li>(b) the section of Footscray Road between the intersection of Footscray Road and Ramps F1 and F2 and the Sims Street loop intersection with Footscray Road.</li> </ul>
<b>Maintained Off-Freeway Facility</b>	means the: <ul style="list-style-type: none"> <li>(a) Assets;</li> <li>(b) areas; and</li> <li>(c) Assets located in the areas,</li> </ul> <p>described in the Maintenance Principles and such other Assets or areas as agreed by the State and Project Co.</p>
<b>Maintenance Area Plan</b>	means the plan relating to the Maintenance Area as described in section 9 of Part E.



<b>Maintenance Manual</b>	means the manual described in section 2.3(b) of Part F1.
<b>Maintenance Principles</b>	means the maintenance principles contained in Part H17 .
<b>Maintenance Traffic Management Plans or MTMP</b>	means the plans described in section 7.6 of Part F7.
<b>Major Events</b>	means the events listed in Schedule 2 of Part H22.
<b>Major Incident</b>	means an event that to the actual knowledge of Project Co or its Associates: <ul style="list-style-type: none"> <li>(a) involves serious personal injury, death, or significant damage to or destruction of the Freeway or any other property in connection with the Project; or</li> <li>(b) involves or creates significant damage to the Environment.</li> </ul>
<b>Major Structures</b>	means major structures of the Relevant Infrastructure and includes road and rail bridges and pedestrian bridges over the Freeway and Roads, and structures associated with tunnel portals.
<b>MFB</b>	means the Metropolitan Fire Brigade.
<b>Minor Structures</b>	means the minor structures of the Relevant Infrastructure and includes pipe and box culverts across waterways, sign gantry structures and timber or similar structures for any shared use path across waterways.
<b>MOU</b>	means the agreement entitled "Memorandum of Understanding (MOU) - Electronic Toll Collection" dated 30 October 2009 between Roads and Maritime Services and various operators of toll roads in Australia, as amended, supplemented or replaced from time to time.
<b>Motor Cycle</b>	for the purposes of Part H12A, means a two wheeled Vehicle (an includes such a Vehicle even if it has a trailer, fore car or side car attached).
<b>M80</b>	for the purposes of Part H22, has the meaning in section 1(a)(iii) of Part H22.
<b>National Environment Protection Measures</b>	means the measures made by the National Environment Protection Council under section 14 of the <i>National Environment Protection Council Act 1994</i> (Cth), as amended from time to time.
<b>Navigational Area</b>	means the Navigational Area as set out in section 5.14 of Part B.
<b>No Arrangement Travel</b>	means the use of a tollway by a Vehicle that occurs without there being a valid arrangement with a Product Issuer for the payment of tolls and administration charges arising from such usage.
<b>No Arrangement User</b>	means any User who uses the Freeway and such use constitutes No Arrangement Travel.
<b>Nominated</b>	means the person nominated in the Construction Quality Management

<b>Authority</b>	Plan with the authorisation to release each Hold Point.
<b>Notice of Intention to Proceed</b>	has the meaning given in section 2.4(h) of Part F5.
<b>OD Route</b>	means a route determined by the VicRoads published document "Supplement to Austroads Guide to Traffic Management, Part 2: Traffic Theory (2015)".
<b>O&amp;M Phase Management Plan</b>	means the plan described in section 2.2(a) of Part F1.
<b>O&amp;M Phase Project Plans</b>	means each of the project plans described in section 2.2 of Part F1.
<b>O&amp;M Safety Audit Report</b>	has the meaning given to it in the Australian Standards.
<b>OMCS Back Office</b>	means the non-roadside computer systems, servers and operator interface terminals that are used for the TMCS, PMCS, and CS.
<b>On Board Unit or OBU</b>	means a device in a Vehicle using the Freeway which is used for communication with the Roadside Equipment and which is Interoperable (being, unless otherwise agreed by the parties in accordance with this Agreement, a Tag).
<b>Operational Redundancy Management System</b>	means the system described in section 2.10 of Part D1.
<b>Operations Communications and Community Engagement Plan</b>	means the plan described in section 2.2(h) of Part F1.
<b>Operations Environmental Management Plan or OEMP</b>	means the plan described in section 2.2(f) of Part F1.
<b>Operations Health and Safety Management Plan</b>	means the plan described in section 2.2(g) of Part F1.
<b>Operations Management and Control Systems or OMCS</b>	means the system described in section 1 of Part D1 and includes each system that is to be included in the OMCS as set out in section 1.2(a)(v) of Part D1.
<b>Operations Quality Management Plan</b>	means the plan described in section 2.2(i) of Part F1.
<b>Operations Traffic Management Plan</b>	means the plan described in section 2.2(e) of Part F1.
<b>Operations Workplace Relations</b>	means the plan described in section 2.2(c) of Part F1.

## Management Plan

<b>Operator.</b>	means the entity which operates the RSS for and on behalf of Project Co.
<b>Other Existing Bridges</b>	(a) means, subject to paragraph (b): <ul style="list-style-type: none"><li>(i) Ramp R6 over Ramp R2;</li><li>(ii) Ramp F3 – Footscray northbound entry ramp, from pier H0 to H10 (inclusive) (as depicted on the as-constructed drawings titled “Melbourne City Link Project Western Link”);</li><li>(iii) CityLink to Footscray Rd exit ramp (southbound), from pier G0 to G11 (inclusive) (as depicted on the as-constructed drawings titled “Melbourne City Link Project Western Link”);</li><li>(iv) Western Link (northbound) from pier N50 to N61 (inclusive) and pier N66 to N70 (inclusive) (as depicted on the as-constructed drawings titled “Melbourne City Link Project Western Link”);</li><li>(v) Western Link (southbound) from pier S53 to S61 (inclusive) (as depicted on the as-constructed drawings titled “Melbourne City Link Project Western Link”);</li><li>(vi) Footscray Road Bridge over Moonee Ponds Creek;</li><li>(vii) Footscray Road over Appleton Dock Rail from pier FN6 to FN9 (inclusive); and</li><li>(viii) Cherry's Main Drain.</li></ul>
	(b) Where pier numbers are identified in paragraph (a) and as a result of the development of the Design Documentation in accordance with this Agreement, the extent of the structural modifications (including bridge widening) on the relevant bridges that are required to be carried out is greater than indicated by those pier numbers, the relevant pier numbers set out in paragraph (a) are extended accordingly.
<b>Other WGF Existing Structural Assets</b>	means all existing culverts and retaining walls (each as defined in the VicRoads Road Structures Inspection Manual) found along the West Gate Freeway which will form part of the Relevant Infrastructure or Returned Works.
<b>Over-height Vehicle System</b>	means the system described in section 2.6 of Part D1.
<b>Payment Card Industry Data Security Standard (PCI DSS)</b>	means the Payment Card Industry Data Security Standards as issued by the Payment Card Industry Security Standards Council as amended from time to time.

<b>Performance Management Plan</b>	means the plan described in section 2.2(b) of Part F1.
<b>Performance Metric</b>	means the performance metric for the TBO as set out in Table D2.1.
<b>Plant Management and Control System or PMCS</b>	means the system described in section 3 of Part D1.
<b>PMF</b>	means the probable maximum flood which is determined using the greater of: <ul style="list-style-type: none"> <li>(a) 2100 conditions; or</li> <li>(b) in accordance with Melbourne Water usual requirements.</li> </ul>
<b>Port of Melbourne</b>	has the meaning given to the term Port in the Port Land Deed.
<b>Port Transaction Land</b>	has the meaning given in the Port Land Deed.
<b>Pre-Agreed Modification</b>	means a Modification specified in the Pre-Agreed Modification Schedule.
<b>Preliminary Design Documentation</b>	means the Design Documentation described in section 2.2 of Part F5.
<b>Preparatory Works</b>	means any works identified in section 2.8(c) of Part F5.
<b>Princes Freeway</b>	for the purposes of Part H22, has the meaning in section 1(a)(ii) of Part H22.
<b>Product Issuer</b>	means a provider of tolling services to customers in connection with the use of, or entitlement to use, an Australian toll road.
<b>Project Delivery Management Plan</b>	means the plan as described in section 2.1(b) of Part F1.
<b>Project Requirements</b>	means all of the requirements for the performance of the Project Activities as set out in Exhibit A, other than the Project Scope.
<b>Project Scope</b>	means Part K.
<b>Proposed Development</b>	means a development that as at the date of this Agreement: <ul style="list-style-type: none"> <li>(a) is the subject of a planning permit application or planning scheme amendment; and</li> <li>(b) is publicly available,</li> </ul> <p>except to the extent the planning approval is amended after the date of this Agreement and results in a more onerous requirement for compliance with the assessment under section 18.3(g) of Part B, section 13.7(b) of Part C or section 3.2(a)(i)A of Part C.</p>
<b>Proposed Leased Area Plans</b>	means the plans identified in section 2 of Part J.

<b>Public Transport Interface Parties</b>	means each of: <ul style="list-style-type: none"> <li>(a) the Rail Interface Parties;</li> <li>(b) Public Transport Victoria; and</li> <li>(c) any operator of bus services in the vicinity of the Relevant Infrastructure.</li> </ul>
<b>Ramp</b>	includes those ramps specified in section 7 of Part A.
<b>Rated Trip</b>	means a Trip for which tolls, fees and charges have been calculated in accordance with section 3.4 of Part D2.
<b>Readily Accessible</b>	means Assets or parts of Assets that are able to be accessed for inspection, refurbishing or replacing without having to undertake significant works which: <ul style="list-style-type: none"> <li>(a) may cause damage to or destruction of the Asset of which it is a part; or</li> <li>(b) may significantly affect the operation of the Asset.</li> </ul>
<b>Reference Design</b>	means the design prepared for the West Gate Tunnel and provided for information to Project Co.
<b>Reference Documents</b>	means those documents described in section 2.1(a)(i) to 2.1(a)(ix) of Part A.
<b>Relevant D&amp;C Requirement</b>	means the following requirements: <ul style="list-style-type: none"> <li>(a) any standard, level of service or scope set out in the Concept Design;</li> <li>(b) capacity;</li> <li>(c) durability;</li> <li>(d) aesthetics of visible features;</li> <li>(e) whole of life performance;</li> <li>(f) functional performance;</li> <li>(g) safety;</li> <li>(h) security;</li> <li>(i) community amenity;</li> <li>(j) community benefits; and</li> <li>(k) user benefits,</li> </ul> as required by this PSR.
<b>Relevant Period</b>	means a calendar day.
<b>Residual Design</b>	means, in respect of an Asset (excluding Returned Works), the

<b>Life</b>	remaining Design Life of that Asset at the Expiry Date.
<b>Relevant Road Authority</b>	means either the Responsible Road Authority or the Coordinating Road Authority with responsibility for that particular function as set out under the RMA (as applicable).
<b>Request for Payment</b>	means a request for payment within the meaning of section 42(1)(a) or sections 42(1)(b) and 43(1) of the Project Legislation, as the case may be.
<b>Responsible Road Authority</b>	means: <ul style="list-style-type: none"> <li>(a) in respect of CityLink, CityLink Melbourne Limited;</li> <li>(b) in respect of private roads, the Facility Owner; and</li> <li>(c) in respect of all other roads, the responsible road authority for that road pursuant to the <i>Road Management Act 2004</i> (Vic).</li> </ul>
<b>RMS Traffic Modelling Guidelines</b>	means the New South Wales Roads and Maritime Services document entitled 'Traffic Modelling Guidelines'.
<b>Road Management Act or RMA</b>	means the <i>Road Management Act 2004</i> (Vic) as amended from time to time.
<b>Road Management Plan</b>	means the plan described in section 2.2(d) of Part F1.
<b>Roadside Equipment</b>	means the devices installed on gantries on or over the Freeway as well as the equipment within technical shelters and cabinets necessary to perform detection of Vehicles and OBUs, OBU communication and electronic imaging of Vehicles.
<b>Roadside Keys</b>	means the codes used for transacting with AS4962 compliant Tags.
<b>Roaming Agreement</b>	means an agreement between Project Co or its nominee and a Product Issuer enabling the use of the Product Issuer's tolling products on a tollway on an interoperable basis as contemplated by the MOU.
<b>Roadside System (RSS)</b>	means the roadside system as described in section 1 of Part H12A.
<b>RSS Reference Time</b>	means the common reference time to which all components of the RSS are synchronised.
<b>Significant Utility Infrastructure</b>	means the North Yarra Main Sewer and the 220kv transmission line along the West Gate Freeway.
<b>Stabling Area</b>	has the meaning given in section 20 of Part B.
<b>State of Registration</b>	means the identification of the registration authority under which a Licence Plate is issued, as recognised in the MoU.
<b>Survey Plan</b>	means the survey plan as described in section 6 of Part E
<b>System and Traffic Incident Response</b>	means the requirements set out in Part H19.

## Requirements

<b>Tag</b>	means an electronic transponder fitted to a vehicle that is capable of completing a dedicated short range communications transaction with an electronic reader.
<b>Tag Detection Capability</b>	has the meaning given in section 2.4(a) of Part H12A
<b>Tag Detection Error Rate</b>	means the Tag Detection Error Rate calculated in accordance with section 2.4(b)(ii) of Part H12A.
<b>Tag Identifier</b>	means the identifier reported by a Tag which uniquely identifies the Tag within the scope of a specific EFC Context mark.
<b>Tag Transaction</b>	means an interaction between RSS and the Tag whereby the RSS attempts to obtain the information required by AS4962 (or the MOU, or any other Australian Standard related to electronic road tolling or electronic road tolling devices applicable to that Tag) from that Tag, including to determine that it is a Valid Tag.
<b>Tag Transaction Error</b>	means a Tag Transaction for which the RSS does not obtain the information required by AS4962 from that Tag, or does not determine whether or not the Tag is a Valid Tag.
<b>Tolling Back Office (TBO)</b>	means the tolling back office system required under section 3 to 9 of Part D2.
<b>Tolling Node Point</b>	means a location on the Freeway at which dual-redundant electrical power and dual-redundant communications services are provided as necessary to facilitate the operation of the Roadside Equipment and to ensure that the RSS meets all of the requirements of this PSR (including Part H12A), and containing or comprising all associated connections and infrastructure required to enable the use of those services (including the infrastructure described in section 3.3(b)(iii) of Part H12A).
<b>Toll Point</b>	means a point on the Freeway nominated for the purposes of tolling, relative to one or more Detection Zones.
<b>Tolling System</b>	means the RSS and the TBO (together with the OBU's).
<b>Tolling Works</b>	means the: <ul style="list-style-type: none"><li>(a) design of the TBO;</li><li>(b) development of the TBO;</li><li>(c) implementation of the TBO;</li><li>(d) integration of the TBO with the RSS;</li><li>(e) to the extent applicable, migration of in-flight and static customer data onto the TBO; and</li><li>(f) performance of acceptance tests for the TBO (including user acceptance testing, regression testing and post-implementation testing),</li></ul>

to the extent required to ensure that the TBO meets the requirements of section 7 of Part D2 and, for the avoidance of doubt, does not include the delivery or construction of any aspect of the RSS.

- Traffic Data System** means the system described in section 2.5 of Part D1.
- Traffic Incident** means any unplanned event which:
- (a) prevents or is likely to prevent the Freeway or any relevant part of it from being open to the public for the safe, continuous and efficient passage of vehicles; or
  - (b) otherwise requires an urgent response to provide access to the Freeway by Emergency Services.
- Traffic Management and Control System or TMCS** means the system described in section 2 of Part D1.
- Traffic Management Liaison Group or TMLG** means the group established in accordance with section 7.4 of Part F6.
- Traffic Noise** means noise due to road traffic emanating from:
- (a) the Freeway (Acoustic); and
  - (b) Local Roads.
- Traffic Noise (O&M)** Traffic Noise other than to the extent such noise is:
- (a) due to road traffic which exceeds the traffic volumes or vehicle mixes set out in section 2 of Part LH3 of the PSR (D&C) in respect of any road or part of a road which does not form part of the Freeway; or
  - (b) as a result of a physical change in:
    - (i) any road or part of a road referred to in paragraph (a) after the Date of West Gate Tunnel Completion; or
    - (ii) any Returned Works after the relevant time of Handback,  
  
greater than it would otherwise have been based on the:
      - (iii) traffic volumes and vehicle mixes set out in section 2 of Part LH3 of the PSR (D&C) for the relevant road; or
      - (iv) performance of any noise attenuation measures on any Returned Works as at Handback, (as applicable).
- Traffic** means the management representative appointed in accordance with



<b>Representative</b>	section 7.1 of Part F6.
<b>Transaction</b>	has the meaning given in section 2.10(a) of Part H12A.
<b>Trip</b>	has the meaning in the Toll Calculation Schedule.
<b>Truck</b>	for the purposes of Part H12A, means a Vehicle other than a Bus which has a cab-chassis construction and a gross vehicle mass which exceeds 1.5 tonnes.
<b>True Positive</b>	means a verified correct determination of a detected condition.
<b>Tunnel</b>	means the part of the Freeway which is fully covered for a continuous length between the tunnel portals. This includes both the driven and cut and cover sections of a tunnel and includes all cross passages.
<b>Tunnel Air Monitoring System</b>	means the system described in section 14 of Part C.
<b>Tunnel Information Signing System</b>	means the system described in section 2.2 of Part D1.
<b>Tunnel Portal Barrier System</b>	means the system described in section 2.8 of Part D1.
<b>Tunnel Reference Documents</b>	means: <ul style="list-style-type: none"> <li>(a) AFAC, Fire Safety Guidelines for Road Tunnels, 2001;</li> <li>(b) AS 1530 Methods for fire tests on building materials, components and structures;</li> <li>(c) AS 2118 Automatic fire sprinkler systems;</li> <li>(d) AS 2149.1 Fire hydrant installations;</li> <li>(e) AS 4825 Tunnel fire safety;</li> <li>(f) AS/NZS 1158.5 Lighting for roads and public spaces – tunnels and underpasses;</li> <li>(g) AS4825, Tunnel fire safety;</li> <li>(h) Austroads, Guide to Road Tunnels, 2010;</li> <li>(i) British Tunnelling Society and The Institution of Civil Engineers, Specification for tunnelling, third edition, 2010;</li> <li>(j) CIE No. 31 - International Commission of Illumination Publication;</li> <li>(k) CIE No. 61 - International Commission of Illumination Publication. Tunnel entrance lighting;</li> <li>(l) CIE No. 88 - International Commission of Illumination Publication. Guide for the lighting of road tunnels and underpasses, 2004;</li> <li>(m) ISO 1996 Acoustics – Descriptions, measurement and</li> </ul>

	assessment of environmental noise;
(n)	International Tunnelling Insurance Group; A Code of Practice for Risk Management Tunnelling Works, 2006;
(o)	PIARC Fire and Smoke Control in Road Tunnels 1999 PIARC, Current practice for risk evaluation for road tunnels, 2012;
(p)	PIARC, Road Tunnels: Vehicle emissions and air demand for ventilation, 2012R05EN;
(q)	PIARC, Systems and equipment for fire and smoke control in road tunnels, 2007;
(r)	RMS R84 Continuous Reinforced Concrete Base; and
(s)	SafeWork Australia Guide for Tunnelling Work 2013.
<b>Undrained</b>	means that the underground structure permanent works are designed as watertight, such that there will be no discernible ingress of groundwater into the permanent works or any effect on the groundwater table in the long term.
<b>Unplanned Traffic Event</b>	has the meaning given in section 5(a) of Part H22.
<b>Urban Design Concept</b>	means Part K5.
<b>Urban Design Requirements</b>	means the requirements set out in Part H20A and Part H20B.
<b>Urban Design Review Panel</b>	means a panel to review the development of urban design and landscape elements of Design Documentation and comprising, amongst others, qualified urban design and landscape representatives from the State and Project Co, as approved by the State and Project Co.
<b>Valid Tag</b>	means a Tag which is not an Invalid Tag.
<b>Variable Message Signing System</b>	means the system described in section 2.4 of Part D1.
<b>Vehicle</b>	means a vehicle which is used or intended to be used on a highway or in a public place and which has its own motive power (other the human or animal power) but does not include: <ul style="list-style-type: none"> <li>(a) a vehicle intended to be used on a railway or tramway; or</li> <li>(b) a motorised wheel chair capable of a speed of not more than 10 kilometres per hour which is used solely for the conveyance of a person who is injured or has disabilities.</li> </ul>
<b>Vehicle Class</b>	means any class or category of Vehicle that is used to determine the toll that is required to be paid in respect of the use of that Vehicle on the Freeway.
<b>Vehicle Detection</b>	means the mechanism used by the RSS to detect vehicles passing

<b>Capability</b>	through a Detection Zone for the purposes of tolling.
<b>Vehicle Detection Error Rate</b>	means the Vehicle Detection Error Rate calculated in accordance with section 2.2(b) of Part H12A.
<b>Vehicle Metadata</b>	means information concerning a specific Vehicle and which is used to identify the Vehicle, including make, model, colour, body shape, category, purpose of use, weight, axle count, and fuel type.
<b>Vehicle Registered Operator Information</b>	means information concerning the owner of a vehicle as recorded by VicRoads, which may be in the form of the name and address of the owner of the vehicle or may be in the form of a VicRoads Identifier Token which is able to be de-referenced by an authorised agency of the State to obtain the name and address of the owner of the vehicle.
<b>Vehicle to Infrastructure</b>	means electronic communication between vehicles and roadside infrastructure for the purposes of communication operational, performance and safety information.
<b>Veloway</b>	means the Footscray Road cycle only path from chainage AC-0 to AC-2560.
<b>VicRoads Identifier Token</b>	means a token provided by VicRoads to a toll road operator as a means of identifying the registered owner of an interstate-registered vehicle without providing name and address information, and which can then be provided to an authorised agency of an interstate road authority to obtain name and address information or arrange for the sending of compliance notices to the registered owner.
<b>VicRoads Managed Motorways Framework</b>	means the VicRoads published document "Managed Motorways Framework, Network Optimisation & Operations Rationale and Technical Requirements" as amended, supplemented, varied or replaced from time to time.
<b>VicRoads Primary and Secondary TMC</b>	means both the VicRoads Traffic Management Centres that operate as the main and back-up traffic management centres.
<b>VicRoads Traffic Management Centre or TMC</b>	means the VicRoads centre which controls, coordinates and manages freeway and arterial road operations for the Victorian network.
<b>V/Line Stabling Removal Works</b>	has the meaning given in section 20(e)(i) of Part B.
<b>Work Breakdown Structure</b>	means the subdivision of a project into discrete work elements that can be used for project planning and delivery.
<b>West Gate Freeway</b>	for the purposes of Part H22, has the meaning in section 1(a)(i) of Part H22.
<b>WGF Existing Bridges</b>	means: <ul style="list-style-type: none"> <li>(a) Kororoit Creek Bridge;</li> <li>(b) Grieve Parade;</li> <li>(c) Millers Road;</li> </ul>

- (d) Newport Rail Line;
- (e) Williamstown Road (eastbound); and
- (f) Ramp R11 over West Gate Freeway.

<b>WGT Noise Models</b>	means the models used for traffic noise predictions in the design of noise barriers (including noise walls) and other noise attenuation devices as included in the Certified Design Documentation.
<b>WGT O&amp;M Noise Map</b>	has the meaning given in section 18.4 of Part B.
<b>Work Lot</b>	means any part of the work constructed or manufactured under essentially uniform conditions in a continuous operation and which is essentially homogeneous with respect to material properties, general appearance and construction or manufacturing process.
<b>Workplace Relations Management Plan</b>	means the plan described in section 2.1(g) of Part F1.
<b>Worksite Environmental Management Plans or WEMPs</b>	means a worksite environmental management plan described in section 8.2 of Part F6.
<b>Worksite Traffic Management Plan or WTMP</b>	means a worksite traffic management plan in accordance with section 7 of Part F6.
<b>Wurundjeri Way</b>	for the purposes of Part H22, has the meaning in section 1(a)(v) of Part H22.
<b>Wurundjeri Way Extension (Acoustic)</b>	means the Wurundjeri Way Extension from Dynon Road to the point at which the elevated section of the road ties into Wurundjeri Way south of Dudley Street.

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## 7. Ramps

Table A.2 - Ramps

Ramp Number	Ramp Name
R1	Princes Freeway to M80 Ring Road
R2	Princes Freeway to Geelong Road
R3	Princes Freeway to eastbound collector-distributor carriageway
R5	M80 Ring Road to eastbound collector-distributor carriageway
R6	M80 Ring Road to eastbound main carriageway
R7	M80 Ring Road to Princes Freeway

R9	Westbound main carriageway to M80 Ring Road
R10	Westbound collector-distributor carriageway to Princes Freeway
R11	Geelong Road to Princes Freeway
R12	Westbound collector-distributor carriageway to westbound main carriageway
G1	Grieve Parade eastbound entry ramp
G2	Grieve Parade westbound exit ramp
M1	Millers Road eastbound exit ramp
M2	Millers Road eastbound entry ramp
M3	Millers Road westbound exit ramp
M4	Millers Road westbound entry ramp
W1	Williamstown Road eastbound exit ramp
W2	Williamstown Road eastbound entry ramp
W3	Williamstown Road westbound exit ramp
W4	Williamstown Road westbound entry ramp
A1	Eastbound collector-distributor carriageway to eastbound main carriageway
A2	Westbound main carriageway to westbound collector-distributor carriageway
H1	Hyde Street eastbound exit ramp
H2	Hyde Street westbound entry ramp
P1	MacKenzie Road eastbound exit ramp
<b>Ramp Number</b>	<b>Ramp Name</b>
P2	MacKenzie Road westbound entry ramp
P3	Appleton Dock Road exit ramp
P4	Footscray Road westbound entry ramp, west of Appleton Dock Road
F1	Footscray Road eastbound exit ramp
F2	Footscray Road westbound entry ramp, east of CityLink
F3	Footscray Road northbound entry ramp to CityLink
F4	CityLink exit ramp to Footscray Road
C1	West Gate Tunnel exit ramp to CityLink

C2	West Gate Tunnel entry ramp from CityLink
D1	Dynon Road eastbound exit ramp
D2	Dynon Road westbound entry ramp

Diagram A.1

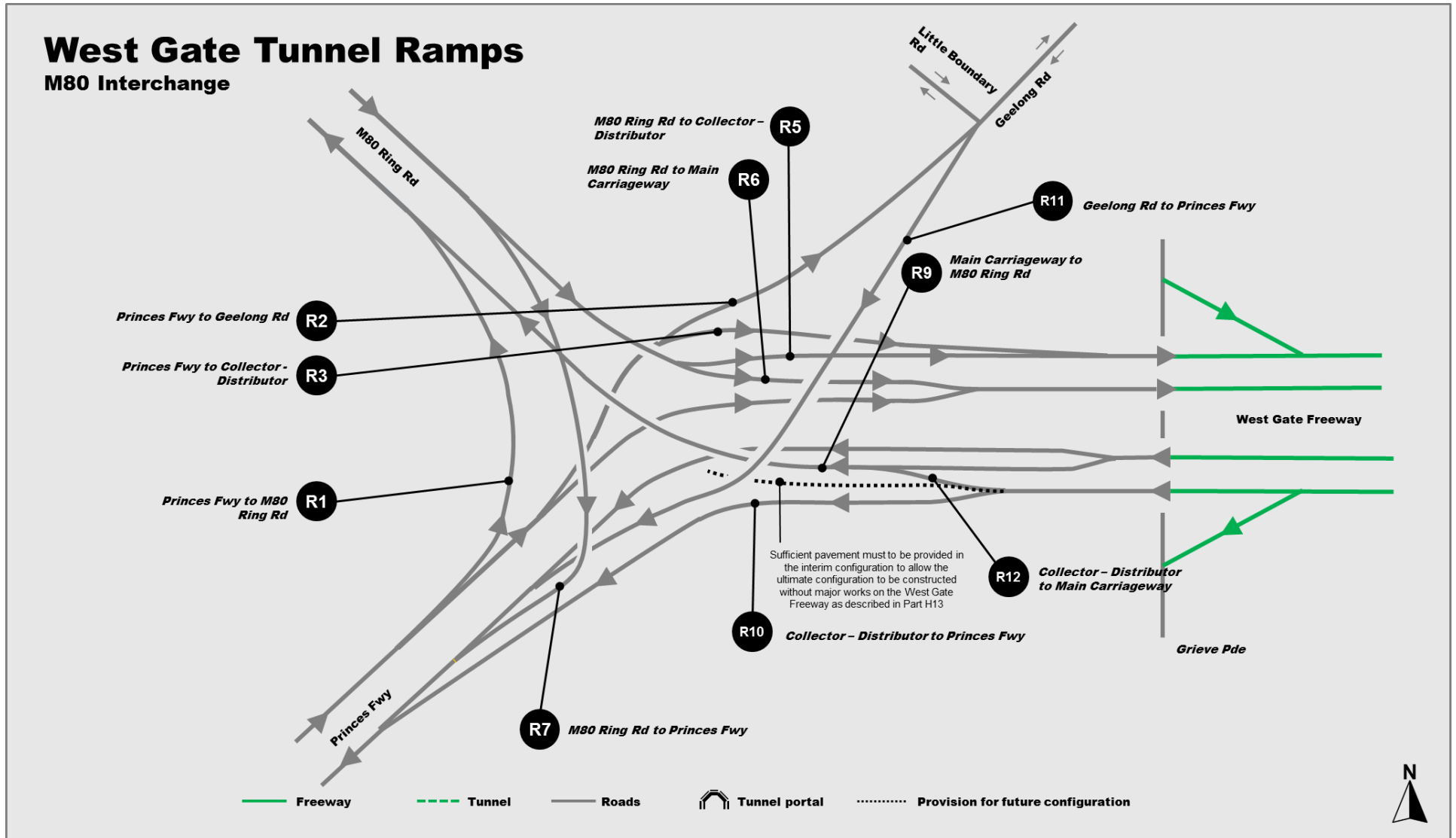


Diagram A.2

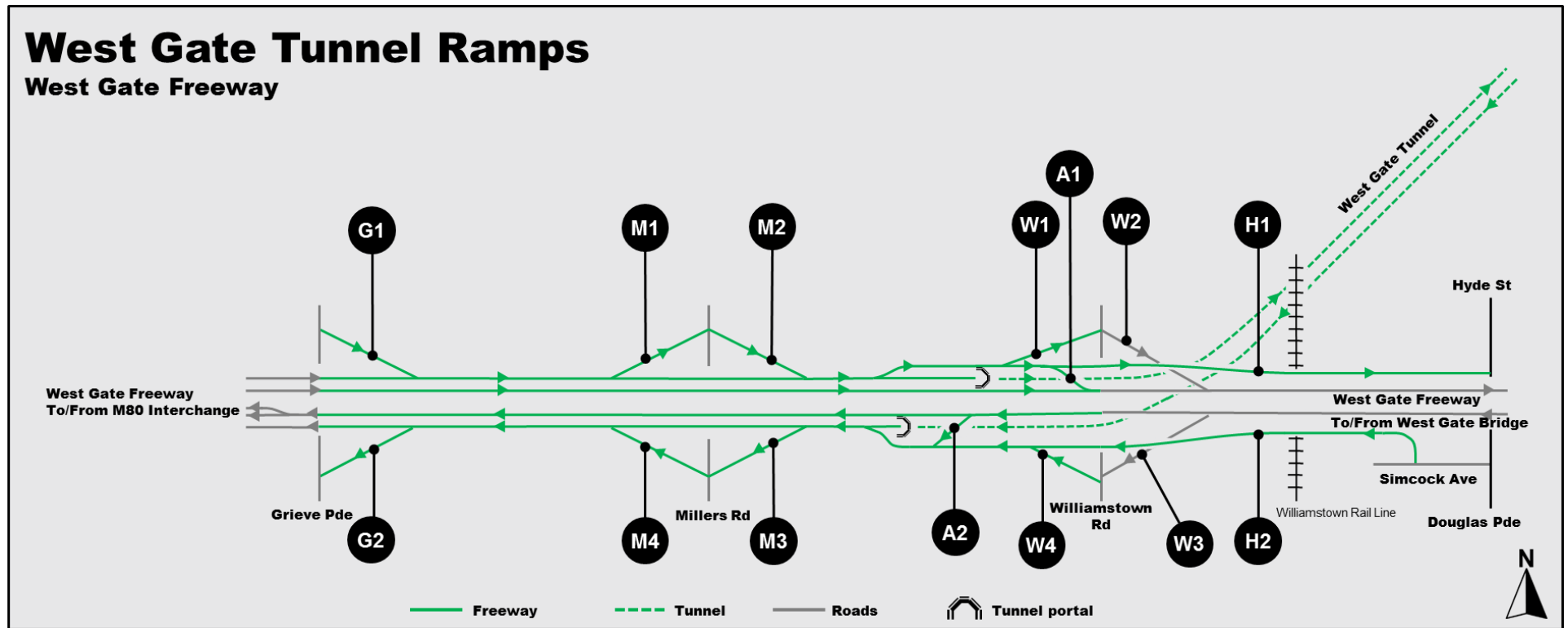
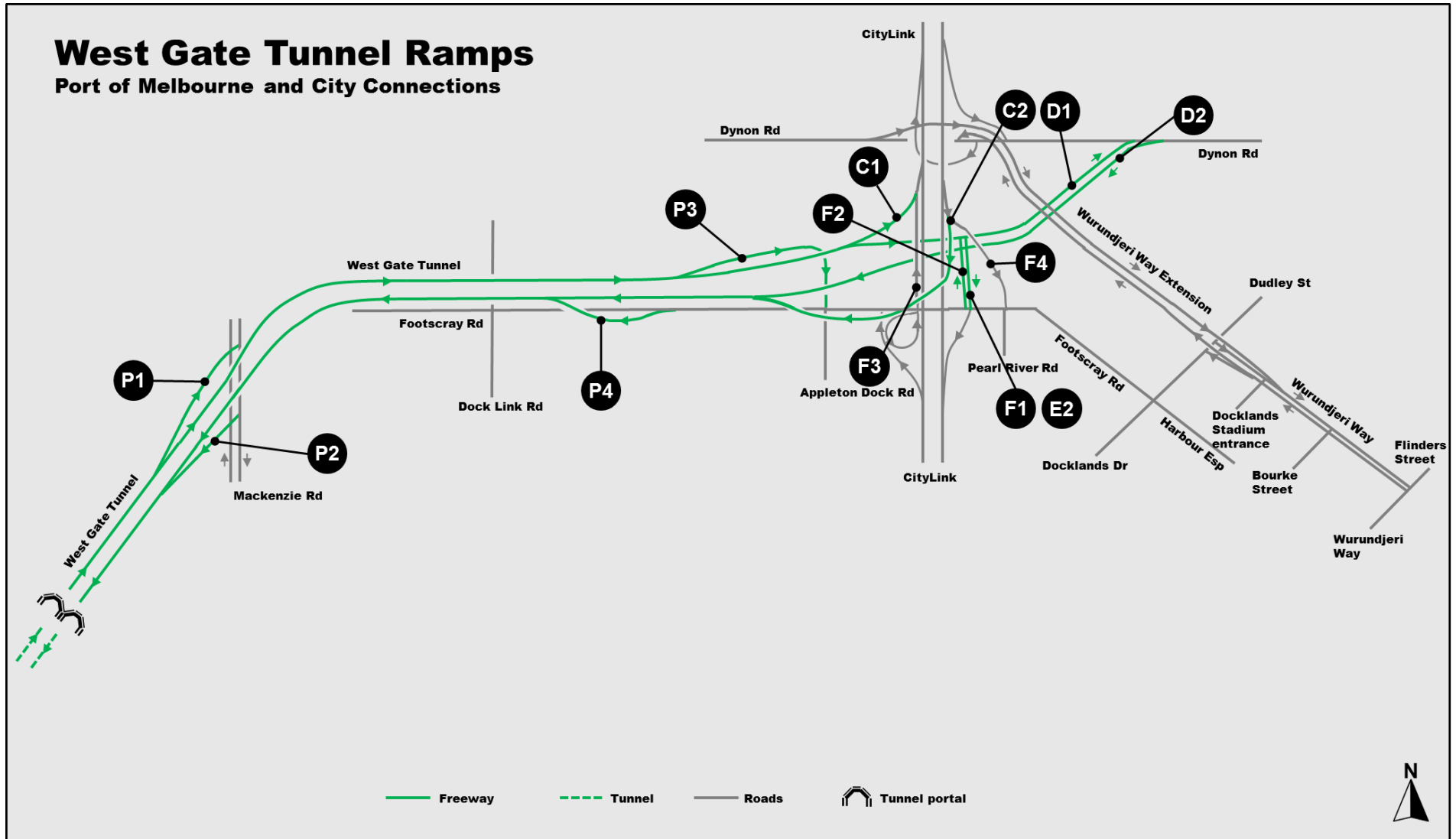




Diagram A.3



## Part B - Road and Bridge Requirements

### 1. Design life and residual design life

#### 1.1 Design life

- (a) Subject to sections 1.1(d) and 3, each new Asset or new part of an existing Asset must have a minimum Design Life that meets the requirements specified in Table B.1.
- (b) When an Asset is replaced, the replacement Asset must meet the Design Life requirement of the Asset it has replaced.
- (c) If an Asset can be classified in more than one Asset description in Table B.1 then the higher Design Life must apply to that Asset.
- (d) The Design Life requirements in Table B.1 do not apply to Temporary Works and such Temporary Works must have a minimum Design Life which is the greater of:
  - (i) the period for which the relevant Temporary Works are required for the purposes of the Project until removed; and
  - (ii) the minimum Design Life for the relevant Temporary Works as required to comply with any applicable Standard.

Table B.1 – Asset Design Life Requirements

Asset Description	Design Life Requirement
Tunnel and underpass structures, supports and structural linings	100 years
Bridges <sup>1</sup> and roadway support structures including underpasses	100 years
Reinforced embankments, retaining walls, including reinforced soil walls	100 years
Other Major Structures <sup>1</sup> including above ground structures of the vent outlets	100 years
Drainage elements that are not Readily Accessible	100 years
Buildings, including ventilation buildings	50 years
Sign support structures and other roadside furniture	50 years
Noise barriers (including noise walls) and other noise attenuation devices	40 years
Architectural features and claddings (and supporting structures)	50 years

Asset Description	Design Life Requirement
Drainage elements that are Readily Accessible for refurbishment including building drainage and sedimentation and detention ponds	20 years
Lighting	20 years
Pavement Tunnels (excluding surface course)	100 years
Pavement for the Freeway including Ramps on or in the Leased Area, and the West Gate Freeway (from Grieve Parade to Kororoit Creek) (excluding surface course)	40 years
Pavement freeways (not including pavement for the Freeway and the West Gate Freeway (from Grieve Parade to Kororoit Creek) including Ramps outside the Leased Area (excluding surface course)	30 years
Pavement other roads (excluding surface course)	20 years
Pavement surface course – dense graded asphalt	15 years
Pavement surface course – open graded asphalt	8 years
Shared use path, Veloway and footpath pavements	20 years
Minor Structures (excluding sign gantry structures)	30 years
Mechanical and electrical equipment	20 years
Traffic Management and Control Systems	7 years
Fire protection systems	20 years
Fencing	15 years
<b>Note</b>	
<sup>1</sup> Excludes replaceable elements such as bearings and expansion joints which must have a Design Life in accordance with AS 5100.	

## 1.2 Residual Design Life

- (a) Subject to section 3, each Asset must have a Residual Design Life of at least the following:

- (i) for pavement surface courses (dense graded asphalt), the greater of:
  - A. the required Design Life less the O&M Phase; and
  - B. five years;
- (ii) for pavement surface courses (open graded asphalt), the greater of:
  - A. the required Design Life less the O&M Phase; and
  - B. three years;
- (iii) for boundary fencing, the greater of:
  - A. the required Design Life less the O&M Phase; and
  - B. 10 years;
- (iv) for the Traffic Management and Control Systems, five years;
- (v) for Freeway pavement, the greater of:
  - A. the required Design Life less the O&M Phase; and
  - B. 15 years; and
- (vi) for any other Assets, the greater of:
  - A. the required Design Life less the O&M Phase; and
  - B. 50 percent of the Design Life requirement.

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## **2. Design Life of Assets not readily accessible**

Where an Asset is not Readily Accessible, it must satisfy the Design Life requirements of the Asset of which it forms a part.

### **2.1 Durability assessment**

A durability assessment must be undertaken during the design of all buried and submerged structures, including foundations, based on the measured soil and groundwater aggressiveness at the relevant part of the Site and submitted as part of the Design Documentation.

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## **3. Existing Assets**

### **3.1 Bridges, culverts and retaining walls**

- (a) Project Co must (as a minimum):
  - (i) undertake a Level 3 Engineering Investigation of all Existing Structural Assets excluding retaining walls;
  - (ii) undertake a Level 2 Structure Condition Inspection of all retaining walls forming part of the Existing Structural Assets; and
  - (iii) undertake both durability and fatigue assessments for all WGF Existing Bridges and Other Existing Bridges, assuming a design life of 100 years from the date of construction of the relevant WGF Existing Bridge or Other

Existing Bridge (as the case may be) as indicated by the date plates, or in the absence of date plates, from the date of the as-constructed drawings.

- (iv) For the purpose of fatigue assessments undertaken in accordance with this section 3.1(a)(iii), the data in Table H3.4 may be used to calculate future AADT and HV%; and
- (v) prior to the commencement of any construction on or impacting any Existing Structural Assets prepare and provide to the State and the IREA:
  - A. an Inspection Report relating to each Level 3 Engineering Investigation or Level 2 Structure Condition Inspection carried out in accordance with section 3.1(a)(i) and 3.1(a)(ii); and
  - B. a report relating to each durability and fatigue assessment carried out in accordance with section 3.1(a)(iii).
- (b) Without limiting section 3.1(d), Project Co must design and construct any widening, strengthening or upgrade to each Existing Structural Asset to take into account the current condition of the relevant Existing Structural Asset and, as a minimum:
  - (i) rectify all Condition State 3 and 4 Items identified in the relevant Inspection Report applicable to that Existing Structural Asset prepared in accordance with sections 3.1(a)(i) and 3.1(a)(ii); and
  - (ii) for WGF Existing Bridges and Other Existing Bridges, rectify all defects identified as necessary to meet the criteria in the relevant durability and fatigue assessments undertaken in accordance with section 3.1(a)(iii).
- (c) Project Co must plan, carry out and complete all new works, widening works and strengthening works so as to not adversely affect the standard, quality, level of service, condition or load carrying performance of existing assets, including the Existing Structural Assets.
- (d) In the case of Returned Works comprising Existing Structural Assets, Project Co must, in addition to the requirements of section 3.1(b), (as a minimum):
  - (i) in relation to all WGF Existing Bridges:
    - A. replace all bearings and expansion joints and provide that permanent jacking points are provided to enable the future replacement of the new bearings; and
    - B. apply new steelwork protective coatings to all existing steelwork in accordance with VicRoads Standard Specifications for Roadworks and Bridgeworks, and
  - (ii) in relation to all Other Existing Bridges:
    - A. replace all bearings and expansion joints; and
    - B. apply new steelwork protective coatings to all existing steelwork in accordance with VicRoads Standard Specifications for Roadworks and Bridgeworks,

to the extent that the relevant Inspection Report prepared in accordance with section 3.1(a)(v)A identifies those components as requiring rectification or remediation, and

- C. provide permanent jacking points to enable the future replacement of bearings where the replacement of bearings is required under section 3.1(d)(ii)A,  
  
prior to Handback of the relevant Returned Works.
- (e) Project Co must undertake regular monitoring of all Condition State 1 and 2 Items identified in the Inspection Reports prepared in accordance with section 3.1(a).
- (f) At least twelve months prior to the Expiry Date Project Co must:
  - (i) ensure that an independent Level 3 Engineering Investigation of all Existing Structural Assets (excluding retaining walls) within the Leased Area is undertaken;
  - (ii) ensure that an independent Level 2 Structure Condition Inspection of all retaining walls within the Leased Area is undertaken; and
  - (iii) procure the preparation of and provide a copy of the Inspection Reports relating to the investigation and inspections carried out in accordance with sections 3.1(f)(i) and 3.1(f)(ii); and
  - (iv) rectify all Condition State 3 and 4 Items identified in the Inspection Reports prepared in accordance with section 3.1(f)(iii) prior to Handover.
- (g) Project Co acknowledges and agrees that compliance with the requirements in sections 3.1(a) to 3.1(d):
  - (i) may not by itself, result in satisfaction by Project Co of its obligations under clause 5.3 and 5.4 of this Agreement;
  - (ii) does not limit Project Co's obligations under clause 5.3 and 5.4 of this Agreement; and
  - (iii) are Project Co's minimum requirements in respect of the Existing Structural Assets.

### **3.2 Other existing Assets**

- (a) All existing pavements on the West Gate Freeway from Kororoit Creek to Williamstown Road (including Ramps) are to be replaced with new pavement in accordance with this Agreement.
- (b) All existing drainage servicing the West Gate Freeway from Kororoit Creek to Williamstown Road must be removed. All new drainage must comply with the requirements of this Agreement.
- (c) All pavement and drainage which forms part of the Returned Works from Kororoit Creek to the M80 and the Princes Freeway in accordance with the extent of works set out in Table B.2 must have a Design Life in accordance with Table B.1 and otherwise comply with the requirements of this Agreement.
- (d) All existing noise barriers (including noise walls) and other noise attenuation devices on the West Gate Freeway from the M80 interchange to Williamstown Road (including Ramps) are to be removed. All new noise attenuation devices must comply with the requirements of this Agreement.

Table B.2 - Extents of pavement and drainage at the M80 interchange.

Location	Extent of work
Princes Freeway	<p>Pavement</p> <p>The extent of works is east of Chainage DB-3700 for the outbound carriageway and Chainage EB-300 for the inbound carriageway.</p> <p>Drainage</p> <p>The extent of works is east of Chainage DB-2920 for the outbound carriageway and Chainage EB-220 for the inbound carriageway.</p>
M80	<p>Pavement</p> <p>The extent of works is east of Chainage MB-1365 for the outbound carriageway and Chainage CB-160 for the inbound carriageway.</p> <p>Drainage</p> <p>The extent of works is east of Chainage MB-1365 for the outbound carriageway and Chainage CB-140 for the inbound carriageway.</p>
Geelong Road	<p>Pavement and Drainage</p> <p>The extent of works is west of Chainage HB-2140 for the outbound carriageway and Chainage JB-840 for the inbound carriageway.</p>

### 3.3 No Design Life requirement

For the avoidance of doubt, the requirements of section 1 do not apply to the Existing Structural Assets, other than to any new part of an Existing Structural Asset.

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## 4. Structures

### 4.1 Structural requirements

Project Co must ensure that:

- (a) vertical clearances under structures comply with section 5.8;
- (b) the traffic design loading for all new structures carrying road traffic is SM1600;
- (c) all existing structures on the Freeway that will carry traffic to and from the Tunnels are to have a minimum traffic design loading of 75% of SM1600. For the avoidance of doubt this does not include existing structures at the M80 interchange unless those structures are widened as part of the Works;
- (d) except as defined in sections 4.1(f), 4.1(g) and 4.1(h), the traffic design loading for widened existing structures carrying road traffic is:
  - (i) SM1600 for the new widened part of the structure, including the interface, if the widened part is greater than 2.4m in widened width;

- (ii) 75% of SM1600 for the new widened part of the structure, including the interface, if the widened part is equal to or less than 2.4m in widened width; and
  - (iii) 75% of SM1600 for the existing part of the structure;
- (e) the traffic design loading for the existing structure of the Grieve Parade Bridge over the West Gate Freeway is 75% of SM1600;
- (f) subject to section 4.1(c), in the event that the Williamstown Road Bridge is widened as part of the Works the traffic design loading is:
  - (i) SM1600 applied to the widened portion only plus existing lanes loaded to the higher of T44/L44 loading and the 68 tonne B-Double vehicle as defined in relevant Reference Documents, if the widened part of the structure is greater than 2.4m in widening width; and
  - (ii) the higher of T44/L44 loading and the 68 tonne, B-Double vehicle as defined in relevant Reference Documents, if the widened part is equal to or less than 2.4m in widened width;
- (g) the traffic design loading for widened CityLink structures carrying road traffic is:
  - (i) SM1600 applied to the widened portion only plus existing lanes loaded to the higher of T44/L44 loading and the 62.5 tonne B-Double vehicle as defined in relevant Reference Documents, if the widened part of the structure is greater than 2.4m in widening width;
  - (ii) SM1600 applied to one line of wheel loads (applied to widened portion only) plus existing lanes loaded to the higher of T44/L44 loading and the 62.5 tonne B-Double vehicle as defined in relevant Reference Documents, if the widened part of the structure is equal to or less than 2.4m but greater than 1.0m in widened width; and
  - (iii) the higher of T44/L44 loading and the 62.5 tonne, B-Double vehicle as defined in relevant Reference Documents, if the widened part is equal to or less than 1.0m in widened width;
- (h) in the event that Dynon Road Bridge is widened the traffic design loading is:
  - (i) SM1600 applied to the widened portion only plus existing lanes loaded to the higher of T44/L44 loading and the 68 tonne B-Double vehicle as defined in relevant Reference Documents, if the widened part of the structure is greater than 2.4m in widened width; and
  - (ii) the higher of T44/L44 loading and the 68 tonne, B-Double vehicle as defined in relevant Reference Documents, if the widened part is equal to or less than 2.4m in widened width;
- (i) the traffic design loading for any new substructure of the Geelong Road overpass (Ramp R11) is 75% of SM1600 and the existing capacity of the existing superstructure and substructure of the Geelong Road overpass (Ramp R11) must not be reduced as a result of the performance of the D&C Activities;
- (j) the design loading for shared user path bridges provides for maintenance vehicles;
- (k) new and existing structures carrying road traffic must have approach slabs;
- (l) the use of bearings and transverse expansion joints is minimised;



- (m) there are no longitudinal expansion joints;
- (n) all conduits are concealed;
- (o) expansion joints on new or widened bridges within 300m of residential properties must have:
  - (i) a surface flush with the pavement; and
  - (ii) either:
    - A. a finger or overlapping joint type to minimise traffic noise effects; or
    - B. a suitable type joint for small movement range joints to minimise traffic noise effects,

for the full width of the structure;
- (p) in addition to the requirements of AS5100, any piers (including existing piers) within the clear zone must be designed and / or protected to prevent collapse of the bridge and minimise damage to the pier from a maximum permissible loaded heavy vehicle travelling at the road operating speed which collides with the pier or pier protection system at any and all possible angles;
- (q) all structures meet the requirements of section 15;
- (r) a risk assessment is carried out in accordance with:
  - (i) VicRoads - Policy on Bridge Public Safety Barrier;
  - (ii) VicRoads - Policy on Reducing Risk of Throwing Objects from Overpass Structures; and
  - (iii) VicRoads - Guidelines - Risk Assessment for Reducing Risk of Throwing Objects from Overpass Structures,

as applicable, for:

  - (iv) all new structures designed to accommodate pedestrian access, to determine whether treatments are required to prevent or deter people throwing objects onto the areas below; and
  - (v) all new structures that cross over freeways, key arterial roads, access roads to the Port of Melbourne, watercourses and rail lines, to determine whether treatments are required to prevent people causing self-harm;
- (s) all new and widened structures include:
  - (i) in relation to structures designed to accommodate pedestrian access over freeways, key arterial roads, access roads to the Port of Melbourne and rail lines, such measures to prevent pedestrians throwing objects onto the areas below;
  - (ii) in relation to other structures which are designed to accommodate pedestrian access (not referred to in section 4.1(s)(i)), such measures to prevent or deter pedestrians throwing objects onto the areas below where these are determined to be necessary by the risk assessment carried out in accordance with section 4.1(r); and

- (iii) treatments to prevent people from causing self-harm where these are determined to be necessary by the risk assessment carried out in accordance with section 4.1(r);
- (t) design drawings for each new structure include full details of:
  - (i) fixtures, fittings, railings and access provisions to enable safe inspection and maintenance; and
  - (ii) fixtures, fittings, bracing or Temporary Works required to ensure safe transport and erection of structural components;
- (u) Certified Design Documentation for bridges includes details that demonstrate integration of and compliance with the following requirements at bridge abutments:
  - (i) access for future maintenance of abutments and bearings;
  - (ii) connection to off-structure storm water drainage provisions;
  - (iii) drainage provisions for the abutment sill beam and for the subsurface drainage behind the abutment;
  - (iv) connection to off-structure service conduits;
  - (v) treatments to ensure the stability and maintainability of batters adjacent to abutment wingwalls and fenderwalls; and
  - (vi) driven or bored piles must not be used as visible elements of bridge piers and abutments;
- (v) hydrant points on structures are provided at locations agreed with Emergency Services; and
- (w) notwithstanding the provisions of VicRoads BTN2014/002;
  - (i) chamfers be provided on precast square piles in accordance with VicRoads standard section 614;
  - (ii) chamfers and fillets must be formed and cast integrally with the concrete member; and
  - (iii) there must be no cutting or grinding of chamfers.
- (x) when carrying out the load assessment for reinforced concrete elements of existing bridges with a B1 exposure classification, checks for stress limits as specified in clause 8.6.1 of AS5100.5 are not required to be completed, provided that:
  - (i) the reinforcement steel of the relevant reinforced concrete elements of the existing bridges have a strength less than 350MPa; and
  - (ii) the relevant reinforced concrete elements are checked at Serviceability Limit State (as defined in AS5100) to 0.3mm crack width at the surface of the members.

## 4.2 Earthquake design requirements

Project Co must ensure that:

- (a) new bridges are designed for earthquake loads in accordance with AS5100;

- (b) it plans, carries out and completes all new works, widening works and strengthening works so as to not adversely affect the ability of WGF Existing Bridges and Other Existing Bridges to withstand earthquake loads;
- (c) subject to sections 4.2(b) and 4.2(d), WGF Existing Bridges and Other Existing Bridges are not required to be strengthened for earthquake loads; and
- (d) all new widened sections of WGF Existing Bridges and Other Existing Bridges are designed for earthquake loads in accordance with AS5100.

### **4.3 Bridge importance levels and classifications**

- (a) For the purposes of sections 4.2(a) and 4.2(d), design in accordance with AS5100 must be determined using the following parameters:
  - (i) Type III bridge classification applies to any bridge that is located on any of the following routes:
    - A. West Gate Freeway – M80 to Williamstown Road (inclusive);
    - B. West Gate Tunnel – Northern Tunnel Portal to CityLink (inclusive); and
    - C. West Gate Tunnel – Northern Tunnel Portal to (and including connections to) the Port of Melbourne (inclusive);
  - (ii) the classification for all other bridges must be determined by Project Co in accordance with CI 14.3.2 of AS 5100; and
  - (iii) Project Co must make an appropriate assessment of all other design parameters.

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## **5. Road Geometric Design**

### **5.1 Grades**

- (a) Grades must be minimised to maximise the traffic throughput of the Freeway including having regard to the Freeway being a key freight route.
- (b) The Ramps as set out in Table B.3 must not exceed the maximum upgrades and downgrades specified in Table B.3.
- (c) The upgrade in the Tunnels must not exceed 4.0%.
- (d) The maximum continuous length of carriageway within the Tunnels with an upgrade greater than 3% must be less than 600m.
- (e) Vertical geometry proposed must enable truck operating speeds to be no less than 60km/h for a 19m semi (42.5t) 12L diesel carrying a maximum load (7.5kW/tonne). Truck performance modelling using industry standard software must be used to demonstrate compliance and be submitted as part of the Design Documentation.
- (f) The upgrade at ramp meters must not exceed 3.0% at the stop line and for at least 30m from both sides of the stop line.

Table B.3 – Maximum Ramp gradients

Ramp	Ramp description (exit from Freeway / entry to Freeway)	Maximum Grade (%) <sup>1</sup>
H1	Hyde Street Exit	+3.0
H2	Hyde Street Entry	+3.0
P1	MacKenzie Road Exit	+3.7
P2	MacKenzie Road Entry	+3.0
P3	Appleton Dock Road Exit	-2.5
P4	Appleton Dock Road (Footscray Road) Entry	+3.2

Table Notes:

<sup>1</sup> Positive values denote maximum upgrades and negative values denote maximum downgrades for the relevant Ramp.

## 5.2 Interchanges and Intersections

- (a) Intersections and interchanges, including connections to the Freeway and other freeways, must allow for:
- (i) the safe passage of vehicles at the speeds identified in Part H2 and the volumes identified in Part H3 and meet the requirements of Part H5;
  - (ii) the interchange and intersection control identified in Part H4;
  - (iii) the safe passage of cyclists and pedestrians including people with disabilities; and
  - (iv) safe access to public transport stops.
- (b) The Works must be designed to cater for the design vehicles identified in Table B.4.

Table B.4 - Design vehicles

Element	Design Vehicles	
	Single Lane Turns	Multiple Lane Turns
Basic intersection layout	AUSTROADS 19m Semi trailer <sup>1</sup>	For up to and including three lanes:  One AUSTROADS 19m semi trailer and two cars turning side by side  For turn movements greater

Element	Design Vehicles	
	Single Lane Turns	Multiple Lane Turns
		than three lanes:  Two AUSTRROADS 19m semi trailer and two cars turning side by side
Intersection layout for access to the Port of Melbourne	AUSTRROADS B-Triple (35.4m) <sup>1</sup>	B-Triple (35.4m) and B-Double (26m) turning side by side including the combinations of the B-Triple on the inside and outside lane
Lane widening on curves	AUSTRROADS B-Double (26m)	
Table Notes:		
<sup>1</sup> intersection turning speed 5km/h to 15km/h		

- (c) Roadside furniture must be located 500mm clear of the swept path of an AUSTRROADS 25m semi-trailer and must not be within 500mm behind the face of kerb and channel.
- (d) A minimum horizontal curve radii of 750m must be maintained when the design speed is of 110km/h.
- (e) The minimum length of auxiliary lanes required for entry ramps with two lanes at the nose is 800m.

### 5.3 Provision for Future Infrastructure

The design of the Works must meet the requirements of Part H13.

### 5.4 Sight distance

The design of the Works must incorporate the sight distance parameters identified in Table B.5.

Table B.5 - Sight distance requirements

Location	Reaction Time (seconds)	Coefficient of Deceleration	
		Cars	Trucks
Tunnels	2.0	0.46	0.29
Surface roads	2.0	0.36	0.29

## 5.5 Sun glare

The design of the Works must minimise the impact of the sun on drivers exiting the Tunnels.

## 5.6 Lane requirements

- (a) The design of the traffic lanes must be in accordance with Part H1 and where required, including appropriate widening for vehicle tracking.
- (b) Ramp lane widths must be 3.5 metres and, where required, include appropriate widening for vehicle tracking.

## 5.7 Cross sectional requirements

Shoulder, emergency stopping lane and lane widths, must be as identified in Table H1.1 and provide the required sight distances set out in section 5.4.

## 5.8 Vertical clearances

The minimum vertical clearances must be as identified in Table B.6 or, for locations not listed in Table B.6, in accordance with VicRoads usual requirements.

Table B.6 - Vertical clearances

Location	Minimum vertical clearance (m)
Tunnels	4.9 <sup>1</sup>
Passenger rail lines	5.75
Freight rail lines	7.1 <sup>2</sup>
OD Route 5	Refer Part H14
Over the Maribyrnong River	3.15 above the high water mark for the Navigational Area.
Williamstown Road	5.9
Grieve Parade ramps (Ramps G1 and G2)	5.9
Williamstown Road ramps (Ramps W1, W2, W3 and W4)	5.9
Millers Road underpass to the Freeway	5.5 <sup>3</sup>

Location	Minimum vertical clearance (m)
<p><b>Note:</b></p> <p><sup>1</sup> An additional 200mm above the minimum vertical clearance must be provided for the protection of soft infrastructure including lighting and electronic signage from flapping tarpaulins, ropes, loose loads.</p> <p><sup>2</sup> Refer to Part H13 for vertical clearance requirements on the Newport to Sunshine Freight Line.</p> <p><sup>3</sup> Vertical clearance must be no less than 5.5 metres and, with regard to the Concept Design, increase the vertical clearance where possible during detailed design.</p>	

## 5.9 Over-dimensional and over-mass vehicle routes

The Works must be designed to allow for over-dimensional and over-mass vehicle routes along the routes described in Part H14 where they fall within the Project Area.

## 5.10 Single lane freeway merge entry ramp with 80km/h posted speed

Except for the West Gate Freeway and associated collector-distributor carriageways, for all freeway entry ramps entering freeways with a posted speed of 80km/h, the merge distance identified in Figure V11.6 of the VicRoads Supplement to AUSTRROADS Guide to Road Design – Part 4C may be modified from the stated arrangement of 140m / 80m / 100m to a 100m / 70m / 80m arrangement, subject to provision of appropriate sight distance to meet the applicable requirements.

## 5.11 Two lane freeway merge entry ramp with 80 km/h posted speed

Except for the West Gate Freeway and associated collector-distributor carriageways, for all freeway entry ramps entering freeways with a posted speed of 80 km/h, the merge distance identified for the right hand lane in Figure V11.9 of the VicRoads Supplement to AUSTRROADS Guide to Road Design – Part 4C may be modified from the stated arrangement of tapering over 310m to tapering over 250m, subject to provision of appropriate sight distance to meet the applicable requirements.

## 5.12 Entry ramp nose sight distance with 80km/h posted speed

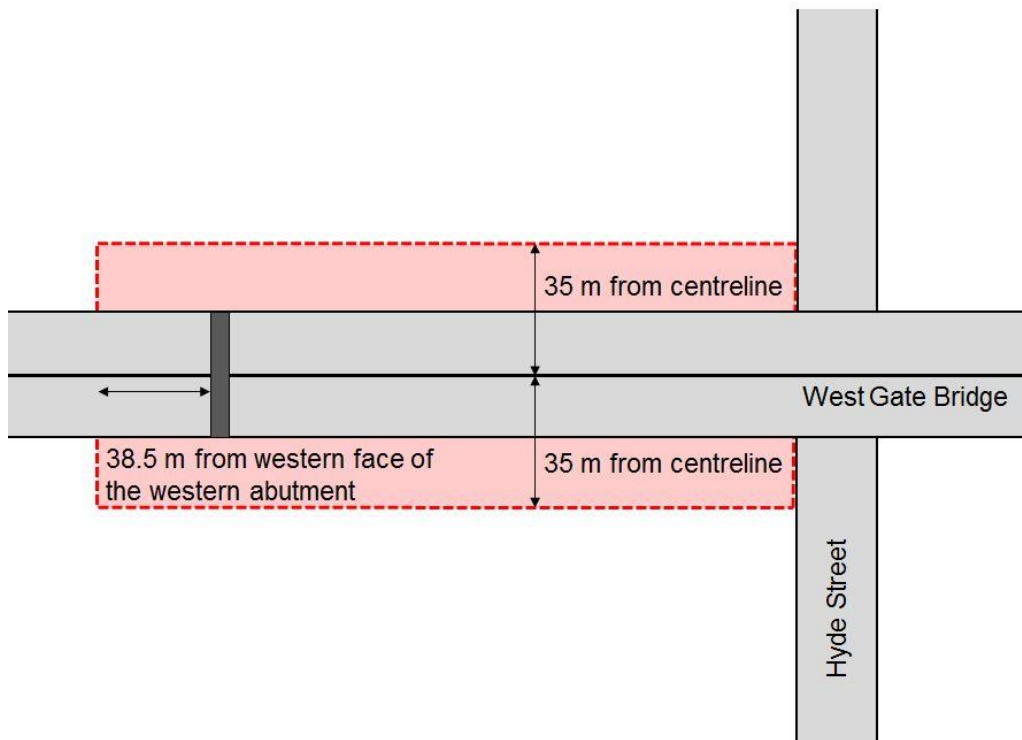
Except for the West Gate Freeway and associated collector-distributor carriageways, for all freeway entry ramps entering freeways with a posted speed of 80 km/h, the sight distance to the entry ramp nose must comply with the requirements of section 7.4 of AUSTRROADS Guide to Road Design – Part 4C – Interchanges and the VicRoads Supplement to AUSTRROADS Guide to Road Design – Part 4C does not apply.

## 5.13 West Gate Bridge Exclusion Area

- (a) Subject to section 5.13(c), no part of the Freeway can encroach into the West Gate Bridge exclusion area, illustrated in Diagram B.1 and defined by:
  - (i) a horizontal offset of 35m from the centre of any West Gate Bridge pier; and
  - (ii) extending from Hyde Street at the eastern end to 38.5m west of the west abutment at the western end.

- (b) Hyde Street Ramps (Ramp H1 and H2) must include appropriate concrete containment barriers to prevent vehicle and truck intrusion into the West Gate Bridge exclusion area.
- (c) Relevant Utility Infrastructure and the performance of the D&C Activities cannot encroach into the West Gate Bridge exclusion area without the prior approval of VicRoads and subject to any conditions that VicRoads may impose.

Diagram B.1 - West Gate Bridge Exclusion Area



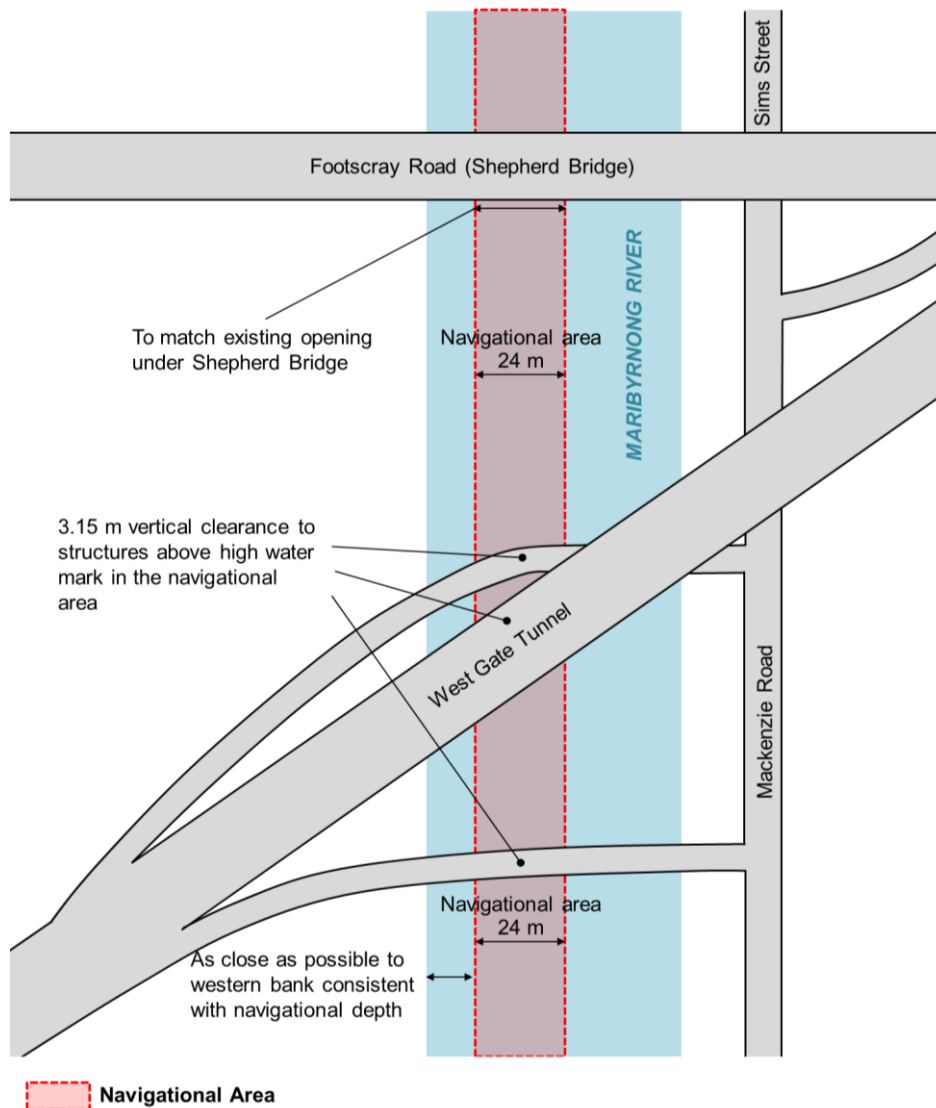
## 5.14 Maribyrnong River boating Navigational Area

Provision must be made for a clear Navigational Area on the Maribyrnong River. The Navigational Area as shown in Diagram B.2 must:

- (a) be at least 24 metres in width;
- (b) have a vertical clearance from the high water mark to the underside of bridge structures as per Table B.6;
- (c) be located as close as possible to the western bank consistent with navigational depth; and
- (d) have a horizontal alignment to match the existing opening under Shepherd Bridge.



Diagram B.2 - Maribyrnong River Navigational Area



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## 6. Drainage and flood control

### 6.1 General

- (a) Drainage and flood control systems must:
- (i) comply with the requirements of Part H21;
  - (ii) minimise scour and siltation;
  - (iii) prevent the water generated from a PMF event from entering into the Tunnels;
  - (iv) for new drainage works, separate cross drainage from road network drainage systems unless written approval is obtained from the relevant Facility Owner that separate cross drainage is not required;

- (v) cater for existing drainage systems and flow paths with no additional impact on properties or infrastructure; and
- (vi) meet the requirements of Part H13.

## **6.2 Road network drainage**

All road network drainage, except in the Tunnels, must be designed for a 10 year ARI event or, where there is no gravity outlet, for a 100 year ARI event.

## **6.3 Cross drainage**

Freeway cross drainage, except in the Tunnels, must be designed such that flooding in a 50 year ARI event is confined to the low side shoulder.

## **6.4 Subsurface drainage**

A subsurface drainage system must be provided for all road pavements (including at pavement widening joints) and behind all bridge abutments and retaining walls.

## **6.5 Drainage pipes and pits**

- (a) Drainage pipes must be:
  - (i) reinforced concrete and rubber-ring jointed, or other equivalent products approved by the State; and
  - (ii) visually inspected using CCTV for the full length between pits after completion of earthworks to subgrade level and before commencement of pavement construction.
- (b) Any Defects identified by the visual inspection of drainage pipes must be rectified by removal and replacement before pavement construction commences.
- (c) Drainage pits installed in Returned Works must comply with the usual requirements of the Facility Owner.

## **6.6 Drainage pits**

Drainage pits within the shoulder or emergency stopping lane must:

- (a) be provided with a grate meeting Load Class E in accordance with AS3996-2006 Access Covers and Grates;
- (b) avoid the intrusion of pits and grates into any traffic lane; and
- (c) be trafficable for cyclists.

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## **7. Shared use paths and footpaths**

Without limiting the requirements of Part H6:

- (a) the clear path width (handrail to handrail) of new pedestrian and shared use path structures must be at least three metres;
- (b) the clear path width of new pedestrian and shared use paths must be at least three metres;

- (c) the clear path width (handrail to handrail) of the Veloway must be at least four metres;
- (d) the width of all existing paths must be maintained; and
- (e) unless otherwise agreed by the State or the relevant Facility Owner, shared use path and Veloway pavements must be reinforced concrete.

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## 8. Traffic barriers

- (a) Subject to sections 8(c) and (d), barriers must:
  - (i) provide continuous cross median protection along the Freeway;
  - (ii) provide for ease of maintenance of the barrier system and the area surrounding the barrier system;
  - (iii) provide a traffic barrier performance level as determined by a site specific risk assessment in accordance with the Reference Documents and on the Freeway achieve at least the minimum performance levels provided in Table B.7 and Table B.8 (as applicable); and
  - (iv) protect against significant hazards including retaining walls, noise walls, gantries, vertical abutments, watercourses, buildings, drop offs and cross median protection.
- (b) Any:
  - (i) bridge barriers and bridge approach barriers on the overpasses of the Newport to Sunshine Freight Line; and
  - (ii) bridge pier protection barriers,must meet the requirements of section 8(a).
- (c) Except for barriers set out in section 8(b), section 8(a) does not apply to barriers which are existing at Financial Close unless a traffic running lane and barrier are in closer proximity than that which existed at Financial Close.
- (d) The barrier system (or similar) must, as a minimum:
  - (i) meet the requirements of Part H8; and
  - (ii) make provision for, and allow, emergency access / egress at strategic locations in accordance with the Emergency Services usual requirements. The provision for emergency access / egress must be provided in the median barriers and separation barriers between each interchange and must meet a minimum barrier test level of TL3.
- (e) Concrete traffic barriers must conform to the requirements of sections 610 and 620 of the VicRoads Standard Specifications for Roadworks and Bridgeworks.
- (f) Subject to providing the minimum performance levels as required under section 8(a)(iii), off-structure traffic barriers located within the West Gate Freeway sections of the Leased Area which are not for the purposes of rail or pier protection may be cast in place using slipforming methodology, provided that:
  - (i) a trial 40 metre length section of the relevant barrier is constructed and certified by the IREA as complying with the Project Requirements (and

such certification will be deemed to be an approval by the "superintendent" under section 610.40 of the VicRoads Standard Specifications for Roadworks and Bridgeworks);

- (ii) construction of the relevant barrier does not commence until 7 days after the certification provided by the IREA under section 8(f)(i); and
- (iii) the minimum performance levels as required under section 8(a)(iii) for slipform barriers are demonstrated to be:
  - A. in accordance with the requirements of NCHRP 350; and
  - B. as recommended for acceptance by the AUSTRROADS Safety Barrier Assessment Panel,

which will constitute approval under VicRoads Road Design Note 06-04 for use only in the locations permitted by this section 8(f).

- (g) Any trial section of the barrier construction is not to be carried out on any road within the Project Area.

Table B.7 - Traffic Barriers On-Structure

Location <sup>3</sup>	Minimum Barrier Performance Level <sup>1</sup>
Structures including approaches <sup>2</sup> over or adjacent to railways. Dynton Road bridge <sup>5</sup> Structures including approaches <sup>2</sup> , over or adjacent to roads where one of the roads has traffic volumes greater than 40,000 vehicles per day.	High <sup>4</sup>
Structures including approaches <sup>2</sup> over or adjacent to other roads, watercourses, buildings, drop offs, or other significant hazard.	Medium <sup>4</sup>
1. As defined by VicRoads Bridge Technical Note 2005-006-V2.0. 2. Bridge approach barriers may be divided into sections of differing performance level. Some sections may have a performance level less than that identified. Any such reduction must be supported by a site specific risk analysis. The section abutting the bridge must be of the performance level identified and must not be less than 50% of total length of the bridge approach barrier. Sections must only abut another section with a barrier performance level one level lower or higher. Sections must be no less than 5m long. 3. Where a footpath or shared use path is within 2m of a traffic running lane, the barrier must be between the path and the traffic running lane, where practical. 4. To be barrier and railing type with maximum through visibility. 5. To be provided on both sides of the bridge, to no lesser extent than that shown in the Concept Design and to include safe transitions in accordance with the Reference Documents and as determined by a site specific risk assessment. The final arrangement must also meet all safety requirements for the intersection of Ramp D2 with Dynton Road	

Location <sup>3</sup>	Minimum Barrier Performance Level <sup>1</sup>
bridge.	

Table B.8 - Traffic Barriers Off-Structure

Location	Minimum barrier test level <sup>1</sup>
Median barriers separating carriageways with traffic in opposing directions <sup>2</sup>	TL5 <sup>6</sup>
Median barriers separating carriageways with traffic in opposing directions with median widths greater than four metres	TL4 <sup>6</sup>
Separation barriers for carriageways with traffic running in the same direction <sup>3</sup>	TL4 <sup>6</sup>
Barriers separating traffic from shared use paths where they are adjacent to carriageways <sup>2</sup>	TL3 <sup>6</sup>
Within Tunnels <sup>2, 5</sup>	TL4 <sup>6</sup>
Barriers separating traffic from noise walls where they are adjacent to residential property	TL3 <sup>6</sup>
Barriers protecting gantry legs where legs are within 1.0m of edge of pavement	High <sup>4, 6</sup>
<sup>1</sup> As defined by NCHRP 350 and as recommended for acceptance by the AUSTRROADS Safety Barrier Assessment Panel <sup>2</sup> Barriers must be F shaped reinforced concrete barriers <sup>3</sup> Barriers must not have a dynamic deflection greater than 0.5m <sup>4</sup> Minimum barrier performance level as defined by VicRoads Bridge Technical Note 2005-006-V2.0 <sup>5</sup> Barrier design at Tunnel cross passages must ensure traffic is not exposed to barrier end hazards. <sup>6</sup> To the extent these barriers are concrete they must have minimum reinforcement in accordance with AS5100 other than to the extent that these barriers are provided in accordance with sections 8(f) and 8(g)	

## 9. Pavement, surfacing and line marking

- (a) All shoulder and auxiliary lane pavements must be constructed using the same pavement composition as the adjacent traffic lanes.
- (b) New shoulder and emergency stopping lane pavements must be designed to meet the traffic volumes of the adjacent traffic lanes.

- (c) Dense graded asphalt must be used as the surface course across the full pavement width at a minimum of 100m before the stop line on approaches to ramp terminal intersections, freeway ramp signal sites and on arterial and local Roads affected by the Works.
- (d) Other than within the areas addressed in section 9(c) and except in relation to the Tunnels, open graded asphalt must be used as the surface course across the full pavement width of the Freeway at all other locations.
- (e) Open graded asphalt must not be used in the Tunnels. Stone mastic asphalt is accepted for use within the Tunnels.
- (f) Design of road pavements must be in accordance with the usual requirements of the relevant Facility Owner and subject also to meeting the Design Life requirements and the requirements of Part H3 as applicable.
- (g) For all locations where open graded asphalt is required, the lip of kerb abutting the low side of pavements must be flush with the underside of the open graded asphalt. The lip of kerb abutting the high side of pavements must be flush with the top of the open graded asphalt.
- (h) The pavement and surface of new or upgraded footpaths, shared use paths and shared use bridges must comply with the usual requirements of the Facility Owner.
- (i) Where existing pavement is affected by pavement marking alterations that require removal and reinstatement or an alternative pavement marking arrangement, resurfacing will be required over the extent of the affected area to ensure a blemish-free surface for final pavement marking. Any such resurfacing must be of the same type as the existing surfacing, unless otherwise agreed with the relevant Facility Owner.
- (j) The Freeway carriageway, Ramps and Road pavements must be designed to meet the Design Life requirements.
- (k) The ride quality of all finished roadways (which form part of the Relevant Infrastructure), including bridges, must not exceed the roughness limits as specified in Table B.9.
- (l) From the Date of West Gate Tunnel Completion until the Expiry Date, the requirements of section 9(k) and Table B.9 do not apply and the ride quality for each Lane, excluding any shoulders, must not exceed the roughness limits specified in Table B.10 and must be measured at intervals not exceeding two years, and:
  - (i) the mean IRI<sub>qc</sub> value will be calculated as the mean per:
    - A. 2 kilometre section per Lane; or
    - B. Lane for each Ramp;
  - (ii) where the mean IRI<sub>qc</sub> calculated under section 9(l)(i) exceeds the relevant mean IRI<sub>qc</sub> threshold set out in Table B.10, Project Co must:
    - A. where the exceedance is caused by a pavement defect, rectify that defect within six months after the date of the relevant measurement being made or such longer period as agreed by the State (such agreement not to be unreasonably withheld or delayed);
    - B. where the exceedance is not caused by a pavement defect (such as a settlement issue) and the exceedance is not able to

be remedied within 6 months, investigate and develop a remediation or rectification plan which includes both interim and long term treatments to address the exceedance having regard to:

- 1) any impact of such exceedance and such treatments on the safety of Users, users of the transport network or any other persons;
- 2) any loss or damage to third party property that may be caused by the exceedance or such treatments;
- 3) any disruption to Users and to users of the road network that may be caused by any such exceedance or such treatments; and
- 4) any periods of planned maintenance or repair work scheduled to be undertaken by Project Co; and

(iii) where more than two 100m segments of pavement per 1 kilometre section per Lane measured under this section 9(l) exceeds the relevant Maximum IRI<sub>qc</sub> threshold value set out in Table B.10, Project Co must:

A. where the relevant exceedance is caused by a pavement defect, rectify that defect within three months after the date of the relevant measurement being made or such longer period as agreed by the State (such agreement not to be unreasonably withheld or delayed); and

B. where the relevant exceedance is not caused by a pavement defect (such as a settlement issue), investigate and develop a remediation or rectification plan which includes both interim and long term treatments to address the exceedance, having regard to:

- 1) any impact of such exceedance and such treatments on the safety of Users, users of the transport network or any other persons;
- 2) any loss or damage to third party property that may be caused by the exceedance or any such treatments;
- 3) any disruption to Users and to users of the road network that may be caused by any such exceedance or such treatments; and
- 4) any periods of planned maintenance or repair work scheduled to be undertaken by Project Co;

(iv) where Project Co carries out rectification or works to remedy any exceedance in accordance with sections 9(l)(ii) or 9(l)(iii) Project Co must retest the relevant Lane or Ramp to demonstrate compliance with the required IRI<sub>qc</sub> threshold value set out in Table B.10; and

(v) where the IRI value for any 100m segment of pavement measured under this section 9(l), including where such measurement is used in the calculation of a mean IRI<sub>qc</sub> value, is invalid as a result of:

- A. a survey vehicle issue (including as a result of the acceleration or braking of a survey vehicle), the relevant 100m segment of pavement must be retested; or
- B. a survey vehicle traversing over an expansion joint or bridge approach, the relevant portion of the measurement which was invalid may be excluded for the purposes of demonstrating compliance with the requirements of this section 9(l).
- (m) Project Co must:
- (i) submit any remediation or rectification plan required under section 9(l)(ii) or 9(l)(iii) to the State for acceptance (such acceptance not to be unreasonably withheld having regard to the matters set out in section 9(l)(ii)B or 9(l)(iii)B as applicable) within 30 Business Days of the completion of the relevant pavement condition survey report or such longer period as agreed by the State (such agreement not to be unreasonably withheld or delayed); and
- (ii) comply with the relevant approved remediation or rectification plan.

Table B.9 – Maximum Roughness Limits as at the Date of West Gate Tunnel Completion

Road	Maximum Individual IRI <sub>qc</sub> (m/km/lane) for any 100 m segment	Maximum Mean IRI <sub>qc</sub> (m/km/lane) per Work Lot
Freeway carriageways and the following Roads:	2.00	1.40
(a) West Gate Freeway		
(b) CityLink		
(c) M80		
(d) Princes Freeway		
Freeway ramps and the following Roads:	2.30	1.60
(a) Grieve Road		
(b) Millers Road		
(c) Williamstown Road		
(d) Hyde Street		
(e) Footscray Road		
(f) MacKenzie Road		
(g) Dynon Road		
(h) Wurundjeri Way		
(i) Sims Street		
(j) Dudley Street		
All other Roads	2.70	2.00



Table B.10 – Roughness Limits after the Date of West Gate Tunnel Completion

	Maximum Individual IRI <sub>q</sub> (m/km/lane) for any 100 m segment	Maximum Mean IRI <sub>q</sub> (m/km/lane) per 2km section
Lanes (excluding any shoulders)	≤ 2.9 <sup>1</sup>	≤ 2.2
Ramps which form part of the Freeway (excluding any shoulders)	≤ 3.6	≤ 2.6
<sup>1</sup> No more than two 100 metre segments per lane per 1 km section		

## 10. Settlement

- (a) Settlement must not exceed the following limits in comparison with the design gradeline/profile:
- (i) structures:
    - A. for all Minor Structures (including waterway crossings, sign gantry structures), total settlement must be no more than 20mm;
    - B. for all Major Structures, bridge piers and abutments, total settlement must be no more than 15mm;
    - C. subject to section 10(a)(i)D, maximum differential settlement must be no more than 10mm at all structures; and
    - D. maximum differential settlement (during the D&C Phase) must be no more than 5mm for structure widenings; and
  - (ii) other:
    - A. the estimated gross settlement including creep (extrapolated on a logarithmic time scale from measured settlements) at any point in earthworks and pavement must not exceed 50mm over the period of 10 years following the Date of West Gate Tunnel Completion; and
    - B. within 25 metres of any structure, the maximum grade change must not exceed 0.4%, measured over a distance of 5 metres or less. Estimated gross settlement including creep (extrapolated on a logarithmic time scale from measured settlements) at any point over this length must not exceed 50mm over the period of 10 years following the Date of West Gate Tunnel Completion.
- (b) Without limiting section 10(c), Project Co must measure and monitor settlement and such measured settlements must provide evidence (when extrapolated on a logarithmic time scale) that, at the end of the 24 month period after the Date of West Gate Tunnel Completion a stable settlement/creep regime has been achieved at all points monitored.

- (c) Where settlement is identified anywhere that:
- (i) has not reached a stable settlement/creep regime as contemplated under section 10(b) within the 24 month period after the Date of West Gate Tunnel Completion;
  - (ii) exceeds the parameters set out in section 10(a); or
  - (iii) is predicted to exceed the parameters set out in section 10(a),
- the settlement must be monitored at a frequency acceptable to the State (acting reasonably) and reported to the State and IREA until such time as a stable settlement regime has been achieved. The settlement monitoring program and reporting must:
- (iv) clearly indicate the locations of the monitoring points;
  - (v) clearly indicate the type of measuring instruments;
  - (vi) clearly indicate monitoring intervals and length;
  - (vii) be carried out by a suitably qualified and experienced geotechnical engineer;
  - (viii) be presented in a form acceptable to the State; and
  - (ix) be presented in intervals acceptable to the State (acting reasonably) and include in each monitoring report a prediction of settlement for the next 15 years.
- (d) Where a report provided in accordance with section 10(c) indicates that settlement exceeds the parameters or is predicted to exceed the parameters identified in section 10(a):
- (i) a rectification plan must be agreed with the State (acting reasonably); and
  - (ii) the agreed rectification works must be undertaken within the time frame identified in the rectification plan.

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## 11. Road signage

- (a) The following signage must be provided:
- (i) directional signage within the areas identified in section 1 of Part H9;
  - (ii) signage in accordance with Part D1 and section 16 of Part C;
  - (iii) operational signage in accordance with VicRoads usual requirements; and
  - (iv) tolling signage in accordance with a tolling signage scheme:
    - A. which is at least consistent with and equivalent to the extent and effectiveness of the tolling signage on CityLink as at Financial Close (to the extent reasonably possible);
    - B. which reasonably accounts for the integrated tolling arrangements between West Gate Tunnel and CityLink;
    - C. which is approved by the State; and

- D. the installation of which:
  - 1) may include any new tolling signage or the replacement of any tolling signage on CityLink; and
  - 2) effectively secures and masks any signs that would be misleading or unnecessary at the time of erection.
  
- (b) A directional signage scheme must be prepared which:
  - (i) is consistent with and includes all directional signs identified in section 1 of Part H9;
  - (ii) supports the integration of the Freeway with the existing arterial road system and the efficient operation of the road network;
  - (iii) promotes the safe operation of the Freeway and the overall road network;
  - (iv) informs and directs the movement of motorists in the directional signage area identified in section 1 of Part H9;
  - (v) facilitates navigation on the road network, including access to, travel along, and egress from the Freeway;
  - (vi) ensures consistency with the existing directional signage system on Melbourne's arterial roads, freeways and tollways; and
  - (vii) clearly differentiates between tolled and non-tolled routes.
  
- (c) As part of the design of the directional signage scheme:
  - (i) an inventory of the existing directional signage must be conducted within the extent of the directional signage area as shown in Part H9;
  - (ii) the State's approval to the scheme must be obtained; and
  - (iii) a sign face design of the directional signs must be prepared and approved by the State.
  
- (d) As part of the installation of the directional signage scheme:
  - (i) new signs and supports must be supplied and erected within the directional signage area as shown in Part H9;
  - (ii) all redundant directional signs and supports must be removed from the directional signage area as shown in Part H9;
  - (iii) any signs that would be misleading or unnecessary at the time of erection must be effectively secured and masked; and
  - (iv) redundant existing directional signage must be removed.

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## 12. Intersection traffic signals

- (a) Project Co must:
  - (i) provide all temporary traffic signals required by WTMP's and the permanent traffic signals identified in Part H4;

- (ii) maintain all traffic signals within the Construction Areas;
  - (iii) where required during the carrying out of the Works, program traffic signal controllers using VicRoads or a VicRoads prequalified contractor for signalised intersections at ramp terminal intersections and adjacent to such ramp terminal intersections; and
  - (iv) comply with VicRoads usual requirements with respect to intersection traffic signals.
- (b) Permanent traffic signals must:
- (i) meet the functional requirements of Part H4;
  - (ii) provide for all pedestrian movements (except those across un-signalised left turn lanes);
  - (iii) provide for all bicycle movements associated with a shared use path, including bicycle aspect signal lanterns and detectors;
  - (iv) provide traffic detectors on all lanes to and from the Freeway; and
  - (v) be connected to the VicRoads signal linking system in accordance with VicRoads usual requirements.
- (c) Temporary traffic signals must meet the requirements of the relevant WTMP.

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### 13. Freeway ramp signals

A freeway ramp signal system must be provided on the ramps identified in Part H7 which:

- (a) has the number of lanes at the stop line and vehicle storage requirements to meet VicRoads usual requirements unless otherwise defined in Part H7;
- (b) includes all associated devices and infrastructure; and
- (c) is connected to the VicRoads Freeway Management System to meet VicRoads usual requirements.

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### 14. Street lighting

Street lighting must comply with the following requirements:

- (a) General
  - (i) All wiring, except that internal to poles, or within concrete barriers must be underground.
  - (ii) New street lighting for Returned Facilities must have a separate power supply for each Facility Owner.
  - (iii) Power supply within the Leased Area must be separate to that of outside the Leased Area.
  - (iv) Where lighting is provided or where provisions are required for future lighting, it must meet VicRoads usual requirements.
- (b) Lighting

- (i) Continuous lighting must be provided along:
    - A. freeways;
    - B. freeway to freeway ramps;
    - C. entry and exit ramps;
    - D. other Roads, where lighting exists at the date of Financial Close; and
    - E. shared use paths within underpasses.
  - (ii) The Tunnels must be lit in accordance with section 12 of Part C.
  - (iii) The lighting for the Freeway and Roads must satisfy the requirements of Part H21.
- (c) Without otherwise limiting any other provision of the Project Requirements or Project Scope, LED flood lighting is permitted within the Leased Area.

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## 15. Urban Design and Landscaping

- (a) The urban and landscaping design must be developed and implemented to be consistent with the Urban Design Requirements and section 15(b).
- (b) The urban and landscaping design must ensure:
  - (i) elements such as noise barriers, retaining walls and traffic barriers are integrated with one another in respect of urban and landscaping design elements;
  - (ii) all exposed concrete finishes on bridges and other structures achieve the requirements of VicRoads standard specifications for Road and Bridge Works - Section 610 – Structural Concrete;
  - (iii) colour and texture in concrete is achieved through the use of different aggregates, sands, cements and pigments, and through the use of surface textures and patterns. Applied finishes must be avoided, except for anti-graffiti coating;
  - (iv) drainage details and surface finishes minimise surface staining;
  - (v) any rock used in creek works or beaching is consistent with the local geology, where feasible;
  - (vi) chain mesh fencing is black;
  - (vii) pedestrian bridges, underpasses and associated approaches are well lit with non-threatening spaces for pedestrians and good visual linkages to entry and exit points to and from surrounding areas;
  - (viii) bridge spans are open with retained abutments outside the clear zone;
  - (ix) bridges over creeks maximise penetration of natural light to protect creek habitat;
  - (x) colours of transparent noise walls do not:

- A. detract from road and public transport safety objectives; or
- B. result in shadow tones cast on private property which are considered unacceptable to abutting property owners;
- (xi) changes in noise wall heights are resolved as a fundamental design consideration;
- (xii) timber noise walls are not used unless specifically approved by the State;
- (xiii) planting densities and the structure and composition of plant communities:
  - A. maximise potential for natural regeneration and habitat value; and
  - B. minimise competition from weeds;
- (xiv) plantings have a functional lifespan of at least 10 years;
- (xv) plantings when matured do not impede design sight distance requirements along roads and paths;
- (xvi) species that are environmental weeds are not used;
- (xvii) existing vegetation and other environmentally sensitive areas are fenced, maintained and protected during construction;
- (xviii) fencing siting, materials and colours are well considered elements consistent with the design concept; and
- (xix) planting achieves full cover within two years of planting.

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## 16. Conduit Systems

Conduit systems must be provided, including:

- (a) those required for the operation of the Freeway;
- (b) those required for the operation of the Tolling System;
- (c) those required for the operation of the Department of Justice and Regulation road safety cameras identified in Part H10; and
- (d) those required in Part H11.

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## 17. Emergency services facilities

Project Co must, without limiting any of its other obligations under this Agreement, comply with the reasonable requirements of Emergency Services in respect of any facilities provided as part of the Project.

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## 18. Noise

### 18.1 General

Without limiting sections 18.2 or 18.3, the Works must be designed and constructed to meet the noise requirements of the Key Approvals including the requirements of Part H21.

## 18.2 Construction Noise

- (a) Permanent noise attenuation must, where feasible, be installed in advance of construction of adjacent Works.
- (b) Temporary noise attenuation must be provided at appropriate locations to reduce construction noise impacts to sensitive receptors in accordance with the requirements of the Key Approvals.
- (c) As a minimum, temporary structures must be constructed at the Tunnel portals to attenuate noise impacts in the surrounding areas from D&C Activities and must include discrete enclosures over all major fixed plant items.

## 18.3 Permanent Traffic Noise Attenuation

- (a) Subject to sections 18.3(e) and 18.3(g), the Relevant Infrastructure must be designed and constructed so that Traffic Noise is no greater than as set out in this section 18.3(a) or as required to meet the Key Approvals, whichever requires the greater attenuation:
  - (i) for Category A Buildings and Category B Buildings facing Traffic Noise, being those adjacent to or with a direct line of sight to the Freeway (Acoustic):
    - A. Category A Buildings: 63 dB(A) L10 (18hr) measured between 6 am and midnight; and
    - B. Category B Buildings: 63 dB(A) L10 (12hr) measured between 6 am and 6 pm; and
  - (ii) for Category A Buildings and Category B Buildings not falling within section 18.3(a)(i) and which are facing Traffic Noise, being those adjacent to the Local Road, the Traffic Noise level must not exceed the Future Base Traffic Noise Level.
- (b) Regardless of the noise attenuation treatment required, if any Category A Buildings or Category B Buildings are protected by existing noise walls, any replacement noise attenuation treatment must include noise walls with a height no less than that of the existing noise walls.
- (c) Noise walls must also be constructed along the Freeway at the following open space areas as follows:
  - (i) W L J Crofts Reserve;
  - (ii) McIvor Reserve;
  - (iii) Hyde Street Reserve; and
  - (iv) Precinct 15,as set out in the Concept Design, including being comprised of post and panel design as specified in the Concept Design, with the extent of concrete and acrylic material selection to achieve the urban design intent.
- (d) The noise criteria in section 18.3(a) are to apply to the lowest habitable level of the relevant Category A Buildings and Category B Buildings and for modelling purposes, the receptor point is the centre of a window of the most exposed façade of buildings

facing the Traffic Noise. Where a receptor point is not available or accessible, Project Co is required to determine a suitable alternative.

- (e) Off road reservation attenuation treatments are not permitted unless otherwise agreed with the State.
- (f) For the purposes of determining whether the requirements of section 18.3(a) have been satisfied, noise measurements must be undertaken in accordance with VicRoads Traffic Noise Measurement Requirements for Acoustic Consultants – September 2011.
- (g) Section 18.3(a) does not apply in respect of Category A Buildings and Category B Buildings which, as at Financial Close, were not:
  - (i) constructed; or
  - (ii) an Approved Development or Proposed Development.
- (h) The parties acknowledge and agree that, except to the extent expressly stated in section 18.4, this section 18.3 only applies during the D&C Phase.

#### **18.4 WGT O&M Noise Map**

Project Co must develop a map to be certified by the IREA in accordance with the Design Review Process which must:

- (a) set out the Category A Buildings and Category B Buildings subject to the requirements of section 18.3(a)(i) provided that, for the purposes of this section 18.4(a), any reference to 'Freeway (Acoustic)' within section 18.3(a)(i) will be interpreted as a reference to 'Freeway';
- (b) subject to section 18.4(c), set out the Traffic Noise levels applicable to each of those Category A Buildings and Category B Buildings referred to in section 18.4(a) in accordance with sections 18.3(a)(i)A or 18.3(a)(i)B as applicable; and
- (c) in respect of any Category A Buildings or Category B Buildings referred to in section 18.4(a) which Project Co has provided off road reservation attenuation treatments during the D&C Phase, set out the Traffic Noise level as at the end of year 2045, determined by reference to the receptor point located at the centre of a window of the most exposed façade of that Category A Building or Category B Building within the WGT Noise Models,

for the purposes of sections 18.5 and 18.6 (**WGT O&M Noise Map**).

#### **18.5 Traffic Noise Standards for the O&M Phase**

- (a) From the Date of West Gate Tunnel Completion until the requirements in respect of Handover set out in section 18.6 have been satisfied, the Relevant Infrastructure must be maintained so that Traffic Noise (O&M) at the lowest habitable level of the relevant Category A Buildings and Category B Buildings set out in the WGT O&M Noise Map is no greater than the Traffic Noise levels set out in the WGT O&M Noise Map for those buildings.
- (b) The VicRoads Traffic Noise Reduction Policy 2005 (including as amended, supplemented, varied or replaced from time to time) does not apply to the Relevant Infrastructure.
- (c) For the purposes of measurement under section 18.5(d), the receptor point is one metre from the centre of a window of the most exposed façade of buildings facing the



Traffic Noise. Where a receptor point is not available or accessible, Project Co is required to determine a suitable alternative.

- (d) In determining whether the requirements of section 18.5(a) have been satisfied for a relevant Category A Building or Category B Building measurements of Traffic Noise must be undertaken in accordance with VicRoads Traffic Noise Measurement Requirements for Acoustic Consultants – September 2011, subject to the following:
- (i) any reference to the “superintendent” or “Superintendent” in VicRoads Traffic Noise Measurement Requirements for Acoustic Consultants – September 2011 must be read as a reference to “Project Co and the State”;
  - (ii) the measurements must exclude any contributions from noise sources other than Traffic Noise; and
  - (iii) the measured Traffic Noise must be adjusted to exclude contributions from noise sources other than Traffic Noise (O&M).
- (e) If:
- (i) it has been determined in accordance with section 18.5(d) that the requirements of section 18.5(a) have not been satisfied for a relevant Category A Building or Category B Building; and
  - (ii) the requirements of section 18.5(a) cannot be satisfied for that relevant Category A Building or Category B Building through reasonable and practicable on road reservation attenuation treatments,
- Project Co must, after seeking agreement from the State, make an offer for reasonable off road reservation attenuation treatments to the owner of the relevant Category A Building or Category B Building to reduce the Traffic Noise levels in habitable rooms at the lowest habitable level of that Category A Building or Category B Building by the difference between the Traffic Noise (O&M) level as measured in accordance with section 18.5(d) and the Traffic Noise level set out in the WGT O&M Noise Map for that Category A Building or Category B Building, to the extent practicable, including by having regard to:
- A. the state of pre-existing noise attenuation of that building;
  - B. any heritage listing applicable to that building that could prevent the implementation of such treatments; and
  - C. the impacts to the amenity of the owner of that building.
- (f) If Project Co provides off road reservation attenuation treatments under section 18.5(e), the relevant Category A Building or Category B Building will be deemed to be excluded from the WGT O&M Noise Map and the requirements of this section 18.5 will no longer apply to that Category A Building or Category B Building.
- (g) If Project Co makes an offer for reasonable off road reservation attenuation treatments in accordance with section 18.5(e) and the owner of the relevant Category A Building or Category B Building does not accept that offer, then:
- (i) Project Co will not be in breach of this section 18.5 in respect of that Category A Building or Category B Building; and

- (ii) a subsequent owner of that Category A Building or Category B Building will be entitled to an offer for reasonable off road reservation attenuation treatments in accordance with section 18.5(e).
- (h) The State and Project Co acknowledge and agree that:
- (i) Project Co must ensure that any off road reservation treatment provided by Project Co during the O&M Phase in accordance with section 18.5 is Fit For Purpose and must:
    - A. rectify any Defects identified by the relevant building owners within 1 year of installation of such off road reservation treatments provided that Project Co is given such access that is reasonably required to rectify the relevant Defect and except to the extent that the Defect arises as a result of an act or omission of the relevant building owner or other third party; and
    - B. upon expiry of the period contemplated under section 18.5(h)(i)A, use reasonable endeavours to obtain manufacturer's warranties in respect of those off road reservation attenuation treatments provided under this section 18.5 in favour of the relevant building owners; and
  - (ii) Project Co is not otherwise required during the O&M Phase to repair or maintain any off road reservation treatment provided by Project Co.

## 18.6 Traffic Noise Attenuation Handover Requirements

- (a) The State and Project Co acknowledge and agree that:
- (i) this section 18.6 sets out the full extent of Project Co's obligations in respect of Handover in relation to the requirements set out in section 18.5; and
  - (ii) the joint inspection of the Relevant Infrastructure to be undertaken under clause 28.1(d) of this Agreement excludes any inspection which relates to the requirements set out in section 18.5.
- (b) Project Co must:
- (i) no earlier than 1 January 2042; or
  - (ii) where this Agreement is terminated following the Date of West Gate Tunnel Completion and earlier than 1 January 2042, as soon as reasonably practicable following the Expiry Date:
    - A. carry out a noise measurement in accordance with section 18.5(d) for all Category A Buildings and Category B Buildings included on the WGT O&M Noise Map in accordance with section 18.4; and
    - B. provide the Handover Reviewer a report with the details of the noise measurements undertaken.
- (c) The Handover Reviewer must, having regard to the report provided by Project Co under sections 18.6(b)(ii) or section 18.6(e)(i)B and within 30 Business Days or receiving such report, provide to the State and Project Co:

- (i) a report which identifies the Category A Buildings and Category B Buildings included on the WGT O&M Noise Map in accordance with section 18.4 in respect of which the requirements of section 18.5(a) have not been satisfied (if any); or
  - (ii) a notice stating that in its reasonable opinion, Project Co has achieved Handover in relation to the requirements set out in section 18.5 of Part B.
- (d) If either party does not agree with any of the matters determined by the Handover Reviewer in the report provided under section 18.6(c)(i), that party may refer the matter for resolution in accordance with clauses 43 and 44 of this Agreement within 20 Business Days of the report by the Handover Reviewer being received by it.
- (e) If the Handover Reviewer determines in accordance with section 18.6(c) that the requirements of section 18.5(a) have not been satisfied for a relevant Category A Building or Category B Building, Project Co must:
- (i) satisfy the requirements of section 18.5(a) for that relevant Category A Building or Category B Building through reasonable and practicable on road reservation attenuation treatments and:
    - A. carry out a noise measurement in accordance with section 18.5(d) for that Category A Building or Category B Building; and
    - B. provide the Handover Reviewer a report with the details of the noise measurements undertaken for the Handover Reviewer's determination in accordance with section 18.6(c), or
  - (ii) if the requirements of section 18.5(a) cannot be satisfied for that relevant Category A Building or Category B Building through reasonable and practicable on road reservation attenuation treatments, following agreement with the State, make an offer for reasonable off road reservation attenuation treatments to the owner of the relevant Category A Building or Category B Building in accordance with section 18.5(e).
- (f) If Project Co:
- (i) provides off road reservation attenuation treatments under section 18.6(e)(ii); or
  - (ii) makes an offer for reasonable off road reservation attenuation treatments in accordance with section 18.6(e)(ii) and the owner of the relevant Category A Building or Category B Building does not accept that offer,

Handover in relation to the requirements set out in section 18.5 in respect of the relevant Category A Building or Category B Building will be deemed to be satisfied.

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## **19. Modifications to VicRoads Publications**

### **19.1 General**

- (a) VicRoads Standard Specification for Roadworks and Bridgeworks must be modified according to sections 19.2 to 19.5.
- (b) VicRoads Test Methods must be modified according to section 19.6.

## 19.2 Section 605 – Driven Piles

- (a) Add the following two paragraphs to clause 605.01 – General.

“The procedure for handling piles, including lifting and pitching, must be shown on the drawings and all cast in fittings and fixtures must be fully detailed.”

“Piles must not be lifted and slung using chains around the pile.”

- (b) Add the following sub-paragraph clause to 605.09.

“(e) the fabrication of each mechanical splice assemblies being subject to the full inspection and test regime specified in Specification Section 630 – Fabrication of Steelwork, with traceability of each splice to a compliance Certificate and Inspection and Test Plan.”

- (c) Replace “AS/NZS 1554.1” in clause 605.09(d)(ii) with “AS/NZS 1554.3”

## 19.3 Section 606 – Bored Cast-in-place Piles (Without Permanent Casing)

- (a) Add the following to clause 606.06(b).

“The use of concrete pump lines without a tremie is prohibited.”

## 19.4 Section 611 – Steel Reinforcement

- (a) Insert the following paragraph at the end of clause 611.10.

“The Contractor must provide adequate support and/or bracing of reinforcement cages during construction to ensure stability. Bracing and support requirements for any reinforcement cages higher than 2.5 must be detailed on the certified design drawings.”

## 19.5 Section 612 – Post-tensioning of Concrete Units

- (a) Insert the following paragraph at the end of clause 612.13.

“All strands of multi strand tendons with reverse curvature must be post-tensioned simultaneously. Stressing with a mono strand jack is not permitted.”

## 19.6 Test Method RC 316.00 - Density Ratio and Moisture Ratio

- (a) Replace 2.5(a)(ii) with the following;

“Determine the Hilf density ratio and moisture variation in accordance with AS 1289.5.7.1, provided that:

- (i) if the Hilf Test is used for compaction control, Standard Density Tests must also be carried out to determine an Assigned Value for the material in accordance with AS1289.5.4.2; and
- (ii) the results of the Hilf Test must not be used if the variation between the density ratio derived using the Hilf Test and the Assigned Value of density ratio from the Standard Compaction Test exceeds 1%.”

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## 20. V/Line Stabling

- (a) Operation of Stabling Area

Project Co must ensure that it does not impede access to the Stabling Area such that the rail stabling lines can remain fully operational until and including 1 October 2019.

(b) Clearance of Stabling Area

Project Co is to remove and dispose of rail infrastructure as set out in this section 20.

(c) Timing of Works

Project Co must not commence any decommissioning or removal activities of the Wagon Storage Yard in accordance with this section 20 before 2 October 2019.

(d) Timing for access

The State will ensure that Project Co is provided access to Parcel AP8 as identified in WDA-WGTP-ALP-006 in Part K23 (**Stabling Area**), for carrying out the obligations in this section 20 from 2 October 2019.

(e) Scope

Project Co must:

(i) decommission, demolish and remove all rail hardware from:

- A. the South Hump Avoiding Track;
- B. the Reversing Loop; and
- C. the Wagon Storage Yard,

(collectively, **V/Line Stabling Removal Works**) as set out in Diagram-1 in Part K23

- (ii) remove cross over between engine tracks and turnout to reversing loop, including installation of replacement plain line track on both engine tracks. Refer to Diagram-2 in Part K23;
- (iii) decommission and remove signals MYD186 and MYD188 including associated interlocking and data updates. Refer Diagram-3 in Part K23;
- (iv) to the extent necessary relocate MYD280 in the westerly direction once reversing loop junction is removed and repurposed to protect the converging move from the broad gauge flyover track as set out in Diagram-3 in Part K23;
- (v) decommission and remove the Wagon Storage Yard including left-hand facing turnout to the Wagon Storage Yard and plain line tracks reinstated. Refer to Diagrams 1 and 2 in Part K23; and
- (vi) decommission and remove the double compound between the South Hump Avoiding Track and Reversing Loop including MYD234 and MYD122 signals and associated interlocking and data updates. The double junction must be replaced with plain line tracks for moves from West/East by-pass tracks to engine tracks retaining the broad gauge junction with access under the flyover (north of the double compound). Refer to Diagram-4 in Part K23;

(f) Exclusions from scope

The scope of works under this section 20 excludes:

- (i) any other changes to the remaining signalling equipment or new signalling equipment required as a result of the V/Line Stabling Removal Works, including associated control and data systems, required for operations after 1 October 2019;
- (ii) excavation and removal of track ballast except as locally required to install sections of replacement rail track where existing switches, turnouts and cross overs are removed;
- (iii) removal of the South Hump Avoiding Track buffer stop;
- (iv) excavation, removal and disposal of contaminated soils related solely to the decommissioning and removal of the V/Line stabling, other than that associated with the removal and disposal of tracks, sleepers and ballast associated with the scope of works detailed in section 20(e)(ii); and
- (v) the removal of the existing reversing loop track at the e-gate service crossing intersection that will be left in-situ as it is bedded in the asphalt roadway.

## Part C - Tunnels

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### 1. General

- (a) The Tunnels must provide for:
  - (i) the safe and efficient movement of traffic;
  - (ii) the support and preservation of existing infrastructure including roads, railways, Utility Infrastructure, buildings and the provision for future requirements including development above or adjacent to the Tunnels as described in section 3.2(a);
  - (iii) the continuous control of internal air quality to meet the requirements of the Tunnel Reference Documents;
  - (iv) the continuous management of emission air quality to meet the Environmental Requirements;
  - (v) emission air quality to meet the Environmental Requirements;
  - (vi) mechanical ventilation and smoke control systems capable of fully functional continuous operation for the range of fire events up to and including the 50MW scenario described in Appendix A of AS4825; 2011 'Tunnel fire safety' for the incident modes prescribed in section 10;
  - (vii) emergency egress from all areas of the Tunnels;
  - (viii) effective incident management, and
  - (ix) safe emergency intervention and operations for the MFB and other Emergency Services, including consideration of exhaust plumes to ensure agreed incident management plans can be implemented in a safe manner.
- (b) The design and construction of the Tunnels must:
  - (i) comply with the cross section and clearance requirements contained in Part H1 and Table B.6 respectively;
  - (ii) ensure tunnel fixtures and cladding are located outside of the vehicle roll allowance as defined in Austroads Guide to Road Design Part 6 – Roadside Design, Safety and Barriers – Section 6.3.16;
  - (iii) include and address detailed risk assessments of all aspects of the proposed Tunnel design, construction, operation, repair and maintenance processes;
  - (iv) comply with the Tunnel Reference Documents except where there is an Australian Standard equivalent to any British Standard specified in 'Specification for tunnelling, British Tunnelling Society and Institution of Civil Engineers, Third Edition, 2010', in which case the equivalent Australian Standard will prevail; and
  - (v) ensure that all areas of the Tunnels, including smoke ducts, fan chambers and service tunnels, must be safely accessible to maintenance staff without the need for closure of both Tunnels.

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## **2. Tunnel geometric design**

### **2.1 Horizontal and vertical sight distances**

- (a) The carriageways in the Tunnels must be designed to provide sight distances as applicable to the relevant posted speed shown in Part H2 and with the following design parameters:
  - (i) sight distance requirements in accordance with Table B.5; and
  - (ii) friction factors must be based on wet pavements.

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## **3. Tunnel excavation and support**

### **3.1 Surface and underground limits**

- (a) The Tunnels must be constructed with no surface disturbance between the northern portal (chainage AA-14140 inbound and chainage BA-54490 outbound) and the West Gate Freeway corridor (chainage AA-11790 inbound and chainage BA-50900 outbound).
- (b) Tunnels and adjoining underground structures must retain a pillar of a minimum 7m width between the side wall of the Tunnel and any existing adjacent building excavation.

### **3.2 Future development**

- (a) Future development of the land above and adjacent to the Tunnels and other underground structures must be allowed for by designing and constructing the Tunnels for loading and unloading in addition to the design loads applicable to the support of the Tunnel excavation. The additional design loading requirements are as follows:
  - (i) all Tunnels and other underground structures must:
    - A. allow for additional loadings from Approved Developments and Proposed Developments; and
    - B. be designed to avoid any impacts on these developments;
  - (ii) Tunnels and adjoining underground structures must allow for the following building vertical loads:
    - A. 50kPa increase in load acting on a plane 1m above the Tunnel crown. This load will be assumed to be applied uniformly or on one side of the Tunnel, whichever gives the most conservative eccentric load/distortion for the lining;
    - B. 20kPa surface surcharge increase; and
    - C. a 50kPa decrease in load due to excavation at ground level, applied on a plane 1m above the Tunnel crown. This load will be assumed to be applied uniformly or on one side of the Tunnel, whichever gives the most conservative eccentric load/distortion for the lining,

and the Works must be designed and constructed for the worst case combination of section 3.2(a)(ii)A, B and C; and



- (iii) cut and cover Tunnels and adjoining underground structures must allow for a surcharge of 25kPa with a load factor of 1.5 from future buildings or other developments. This loading must be applied at the level of the top of the Tunnel roof.

### **3.3 Permanent support**

- (a) All underground structures including Tunnels, cut and cover structures and trough structures must have permanent and durable structural linings.
- (b) Rockbolts must not be used as a permanent support in lieu of a structural lining or as a measure to partially relieve loads on a structural lining.
- (c) Permanent hold-down anchorages of the invert of cut and cover and trough structures, where they are subject to uplift, are acceptable provided that construction methods and quality assurance systems ensure the anchorages meet the project durability and Design Life requirements set out in section 1 of Part B.

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## **4. Groundwater control and seepage requirements**

### **4.1 Groundwater control**

- (a) [not used].
- (b) The Project Activities must comply with the Environmental Requirements and all applicable Standards in relation to the management of groundwater, and in any event must minimise (in accordance with Best Industry Practices):
  - (i) groundwater contamination over and above any such contamination that may already be present within or adjacent to the Site;
  - (ii) the migration of groundwater contamination including any potential for drawing contaminated groundwater into existing uncontaminated groundwater within or adjacent to the Works;
  - (iii) hydrocarbon ingress into the Tunnels due to the movement of contaminated groundwater;
  - (iv) adverse impact on available water for groundwater dependent ecosystems and existing groundwater users, including any adverse impact on the surface water flows of any existing watercourses, acid sulphate soils, compressible soils, terrestrial plants in public spaces, man-made structures and deterioration of vegetation within or adjacent to the Site;
- (c) Notwithstanding section 4.1(b)(ii), and without limiting Project Co's other obligations under this Agreement, Project Co must take all reasonable measures to minimise, manage and mitigate any adverse impacts as a result of the migration of groundwater contamination (including any adverse impacts as a result of vapour intrusion), on any:
  - (i) existing beneficial use actually made of any surface water, groundwater or land; or
  - (ii) future beneficial use proposed to be made of any surface water, groundwater or land which is known to the Project Co or which is reasonably capable of being known to the Project Co, including by reviewing draft planning scheme amendments, planning permit applications and development proposals and other publicly available information.

which result in or have the potential to result in an unacceptable risk to the existing beneficial use actually made or future beneficial use proposed to be made.

For the purposes of this clause 4.1(c) and 4.1(d), "beneficial use" has the same meaning as the definition of that term in the Environment Protection Act 1970 (Vic).

- (d) Without limiting sections 4.1(a) and 4.2, the Project Co must develop and implement a comprehensive groundwater management, instrumentation and monitoring plan (**Groundwater Management Plan**) which sets out the manner in which it will achieve the requirements of sections 4.1(a) and 4.1(c), and must as a minimum:
- (i) be based on a hydrogeological conceptual model developed and updated in accordance with Best D&C Practices;
  - (ii) establish a baseline condition, which takes into consideration historical and predicted natural trends, for groundwater and surface water, including existing beneficial uses actually made, future beneficial uses proposed to be made, water quality, level, flow and the health of groundwater dependent ecosystems;
  - (iii) establish a monitoring regime and program throughout the pre-construction, construction and post construction period to calibrate the predictive groundwater model and evaluate performance and demonstrate compliance with sections 4.1(a) and 4.1(c), the Environmental Requirements and other relevant requirements of this Deed;
  - (iv) provide details of the instrumentation and methods to be used in the monitoring regime established in section 4.1(d)(iii);
  - (v) defines the management, mitigation and performance measures for groundwater contamination;
  - (vi) includes a clear set of triggers and timelines for action and reporting;
  - (vii) includes a clear set of pre-defined contingency response measures, including remedial action where required;
  - (viii) provides a clear allocation of responsibility for construction and post-construction groundwater management and rectification of resultant impacts;
  - (ix) includes an agreed plan for disposal of groundwater and where applicable, identifies the relevant Approvals and agreement from relevant Authorities obtained to the plan; and
  - (x) includes a commitment to proactive continuous improvement, including meeting advancements in technology and improving the standards and quality of groundwater management.
- (e) Lowering of groundwater levels using permanent dewatering systems by pumping is not permitted.
- (f) Any groundwater recharge program during the carrying out of the D&C Activities must be designed and implemented to the satisfaction of relevant Authorities and the State. Long-term recharge of the groundwater table using recharge wells is not permitted.

## 4.2 Groundwater seepage - D&C Phase

The Works must be designed and constructed so that:

- (a) Tunnel linings and retaining structures must not be visibly wet. Visible weep-holes in Tunnel linings and retaining structures are not permitted.
- (b) no groundwater is to be permitted to drip or flow onto or over road pavements, walkways, egress passages and plant and equipment rooms.
- (c) there must be no adverse effects as a result of groundwater chemistry on the overall structural integrity of the Tunnels.
- (d) there must be no material impact of groundwater chemistry on the Tunnel drainage system, including the potential for the precipitation of insoluble salts to materially reduce the effectiveness of the drainage system.
- (e) without limiting the above requirements, groundwater ingress in Undrained Tunnels during the O&M Phase will not exceed the following:
  - (i) 0.1 litres per square metre of Tunnel surface area per day for any 100m length of Tunnel for segmental and in-situ linings;
  - (ii) 0.2 litres per square metre of Tunnel surface area per day for any 10 metre length of Tunnel for segmental and in-situ linings; and
  - (iii) groundwater seepage through the pavement and floors must be nil (zero litres per second).
- (f) the specified limits for groundwater ingress in 4.2(e) must be evidenced as not being exceeded as a condition precedent to West Gate Tunnel Completion and the specified limits must be satisfied by a measurement methodology agreed with the State.
- (g) All Tunnels and associated underground and trough structures must be Undrained.

## 4.3 Groundwater seepage - O&M requirements

- (a) During the O&M Phase groundwater seepage into the Tunnels through the pavement and floors must be nil (zero litres per second);
  - (b) During the O&M Phase:
    - (i) in the event that groundwater ingress into the Tunnels:
      - A. causes the Tunnel linings and retaining structures to be visibly wet;
      - B. there are visible weep-holes in Tunnel linings and retaining structures; or
      - C. drips or flows onto or over road pavements
- Project Co must take such urgent action as reasonably necessary to rectify any drips or flows onto or over road pavements having regard to:
- D. any impact on the safety of Users, users of the road network and any other persons;

- E. any loss or damage to third party property; and
- F. any disruption to Users and to users of the road network, and

in respect of any other event of groundwater ingress under this section 4.3(b)(i), take such action as reasonably necessary to rectify the visible signs of such groundwater ingress into the Tunnels within a reasonable timeframe to be agreed between the State and Project Co (both parties acting reasonably);

(ii) in the event that groundwater ingress into the Tunnels exceeds:

- A. 0.1 litres per square metre of Tunnel surface area per day for any 100m length of Tunnel for segmental and in-situ linings; or
- B. 0.2 litres per square metre of Tunnel surface area per day for any 10 metre length of Tunnel for segmental and in-situ linings,

Project Co must:

- C. conduct an investigation to identify the actions that could be undertaken (if any) to minimise the likelihood of an exceedance in groundwater ingress into the Tunnels as contemplated under section 4.3(b)(iii).
- D. provide a report to the State which summarises the findings of the investigation conducted under section 4.3(b)(ii)C and the actions undertaken or to be undertaken by Project Co (if any); and
- E. where the exceedance in groundwater ingress into the Tunnels is causing, has caused or is likely to cause:
  - 1) an adverse impact on the safety of any person;
  - 2) any loss or damage to third party property, including such loss or damage to the extent caused by the effect of the exceedance in groundwater ingress on the environment; or
  - 3) a material increase in the costs of operating and maintaining the Tunnel at Handover compared to the costs of operating and maintaining the Tunnel at Handover if the exceedance was to be rectified;

rectify the relevant cause of those impacts referred to in sections 4.3(b)(ii)E.1 to 4.3(b)(ii)E.3 (as applicable), or where Project Co can demonstrate to the reasonable satisfaction of the State that it is able to address the matters set out in sections 4.3(b)(ii)E.1 to 4.3(b)(ii)E.3 (as applicable) through the implementation of a management plan, produce and implement that plan as agreed with the State (such agreement not to be unreasonably withheld or delayed); and

- F. where the exceedance in groundwater ingress is not causing, has not caused or is not likely to cause the matters set out in section 4.3(b)(ii)E, produce and implement a management plan as agreed with the State (such agreement not to be unreasonably withheld or delayed) which:

- 1) has the objectives of ensuring that:
    - a) the impacts referred to in sections 4.3(b)(ii)E.1) to 4.3(b)(ii)E.3) do not occur; and
    - b) groundwater ingress into the Tunnels does not exceed the limits in sections 4.3(b)(iii)A and 4.3(b)(iii)B; and
  - 2) details the manner in which Project Co will manage groundwater ingress in the Tunnels to achieve the objectives of the plan and includes the investigations, monitoring activities, any works, and reporting to be carried out by Project Co.
- (iii) without limiting Project Co's obligations in section 4.3(b)(ii) in the event that groundwater ingress into the Tunnels exceeds:
- A. 0.2 litres per square metre of Tunnel surface area per day for any 100m length of Tunnel for segmental and in-situ linings; or
  - B. 0.5 litres per square metre of Tunnel surface area per day for any 10 metre length of Tunnel for segmental and in-situ linings;
- Project Co must immediately prepare a rectification plan to be agreed with the State (acting reasonably) to restore the inflows to no greater than that set out in 4.3(b)(iii)A and 4.3(b)(iii)B.

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## 5. Drainage system

- (a) The drainage system for the Tunnels must comply with Part H21 and section 6 of Part B.
- (b) As a minimum, the Tunnel drainage system must:
  - (i) accommodate a credible range of stormwater, incident, groundwater, maintenance and other water ingress events;
  - (ii) only contain system elements that are flame proof and explosion resistant for areas classified as hazardous;
  - (iii) continuously monitor, control and record the system's operations as part of an integrated control system within the FCC;
  - (iv) provide appropriate pump system redundancy; and
  - (v) identify, isolate, treat, store and dispose of contaminated water in accordance with the requirements of relevant Authorities.
- (c) Any part of the Tunnel drainage system that discharges by gravity drainage must not connect to an outlet, where the inlet pits or access chambers for that drainage system and the catchment itself is below the combined level of:
  - (i) the PMF level at the outlet; and
  - (ii) an additional level calculated to include the pipe and pit losses of the gravity drainage system in this section 5(c).

- (d) Non-return valves or similar devices must not be used to prevent backflow into the Tunnel on a gravity drainage system.
- (e) Project Co must provide details and calculations as part of the Design Documentation showing how contaminated water from spillages, deluge testing, wash down works and the like is to be collected and disposed.

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## 6. Tunnel finishes

- (a) An architectural cladding, must be provided in the Tunnels, excluding cross passages, which:
  - (i) is continuous above the traffic barrier to a height of 4.0m above the roadway;
  - (ii) is durable, non-combustible non-distorting and vitreous enamel coated; and
  - (iii) provides surface reflectance greater than 60 percent for the required Design Life.

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## 7. Fire and life safety requirements

- (a) The fire and life safety systems and facilities forming part of the Tunnels must include:
  - (i) smoke control in the event of a fire incident;
  - (ii) emergency egress from Tunnel carriageways at intervals to be as determined in the FEB process referred to in sections 7(c) and 7(d);
  - (iii) fire suppression including hydrants, hose reels and a fixed water based-system;
  - (iv) linear thermal detection;
  - (v) an Emergency Services communication system throughout the Tunnels, including cross passages, egress passages and portals;
  - (vi) normal operation lighting and emergency and exit lighting;
  - (vii) emergency exit signage and low level parapet emergency exit lighting within the Tunnel environment including signage indicating direction and distance to safe exits;
  - (viii) an uninterruptible power supply to:
    - A. ensure that the parts of the critical safety systems and essential equipment that are necessary to close and evacuate the Tunnel can operate for a minimum of 60 minutes;
    - B. enable the automatic water based suppression system required under section 8.3 to be operational; and
    - C. enable FCC operators to operate the systems and equipment identified in section 7(a)(viii)A and B for a minimum of 60 minutes;

- (ix) a reliable water supply, including a valved ring main;
  - (x) reliable control systems including redundancy provisions;
  - (xi) security systems and alarm switches on doors and service cabinets;
  - (xii) drainage with flame traps and hydrocarbon sensors in the pump wells;
  - (xiii) illuminated and reflective signage and markers;
  - (xiv) all fire protection functions which must be monitored and recorded at the FCC and integrated into the Traffic Management and Control System and Communication System; and
  - (xv) infrastructure for egress of people within the Tunnels and underground structures to a point of safety, and access for Emergency Services.
- (b) As a minimum, the fire and life safety measures employed for the Tunnels must achieve the following outcomes:
- (i) a level of safety for Tunnel occupants and Users that is consistent with Best Industry Practices and as determined in the FEB process;
  - (ii) levels of safety and access for:
    - A. operations and maintenance staff during routine activities in accordance with the Tunnel Reference Documents; and
    - B. Emergency Services personnel during incidents to meet the requirements of the Emergency Services; and
  - (iii) minimise the impact of incidents on the Relevant Infrastructure, the O&M Activities, in-ground services, adjacent infrastructure and buildings and the surrounding road network including public transport operations.
- (c) Fire and life safety systems and facilities must be designed and constructed in accordance with:
- (i) the requirements of the Emergency Services; and
  - (ii) the process outlined in AS4825:2011 "Tunnel Fire Safety".
- (d) The outcomes of the process referred to in section 7(c)(ii) must be documented in a FEB and FER.
- (e) An appropriately qualified Fire Engineer (FE) as described in AS4825:2011 must be appointed for the period to the Date of West Gate Tunnel Completion. The role of the FE must include:
- (i) initiating and managing stakeholder consultation with the relevant Authorities in relation to fire and safety matters;
  - (ii) responsibility for planning, preparing and updating the FEB and FER; and
  - (iii) ensuring that the fire and life safety systems and facilities forming part of the Tunnels comply with and are consistent with the FEB and the FER.
- (f) The Proof Engineer must fulfil the function of a third party reviewer as required by AS4825:2011.

- (g) The content of the FEB and FER are to be reviewed and agreed by Emergency Services in accordance with the process outlined in AS4825:2011.

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## **8. Fire suppression systems**

### **8.1 Hydrants**

- (a) Hydrants must be installed within:
- (i) Tunnels, excluding cross passages, at a maximum of 60m spacing; and
  - (ii) emergency cabinets,
- in consultation with the relevant Emergency Services.
- (b) A minimum of two hydrant outlets must be provided in each emergency cabinet and in consultation with the relevant Emergency Services.
- (c) The hydrant pressures/flows must comply with the requirements of AS 2419.1.

### **8.2 Emergency Cabinets**

- (a) Hose reels with 36m long hoses must be provided in each emergency cabinet.
- (b) Each emergency cabinet must contain fire suppression equipment appropriate to electrical or chemical fires for use by a single operator to the satisfaction of the relevant Emergency Services.

### **8.3 Automatic water based suppression**

- (a) Subject to section 8.3(h), an automatic water based fire suppression 'deluge' system must be provided in all carriageway sections of the Tunnels.
- (b) The system must be zone-based with each zone covering a minimum length of 20m of roadway in the Tunnels, excluding cross-passages. The arrangement of zones in the merge and diverge areas including the appropriate length must comply with the area limitations in AS2118.3.
- (c) The system must be capable of operating up to four deluge zones and two hydrant lines simultaneously.
- (d) The system must be designed to operate so that fire fighters can safely approach, fight and control/extinguish a fire or fires.
- (e) The system must be designed to control a fire or fires (in accordance with the design fire scenarios as described in the PSR and the approved FEB) and limit it to the vehicle/s of origin.
- (f) The system must be designed for integrated operation with the other fire measures and must be able to be operated in a timely manner by the Tunnel operators.
- (g) The system must have a discharge density of a minimum of 10mm/min/m<sup>2</sup> of measured road surface.
- (h) If a 'water misting' type system is proposed as an alternative to a 'deluge' system, it must be demonstrated, to the satisfaction of the MFB, that such a system will provide an operational performance equivalent to a 'deluge' type system.



- (i) Site acceptance testing of the automatic water based suppression system must include:
  - (i) operation under design conditions at the two most hydraulically onerous locations within the relevant Tunnel;
  - (ii) operation of the system for a minimum period of three minutes; and
  - (iii) use of suitable collection pans located throughout the operational zones to confirm the density of discharge.

## **8.4 Fire protection water supply**

- (a) Grade 1 water supplies must be provided in accordance with AS2118.1 "Automatic fire sprinkler systems".
- (b) Suction and booster points for boosting the hydrant system must be provided within the vicinity of each portal of the Tunnels at locations agreed with the MFB. Booster points must be fed from independent supplies, separated to avoid cross-contamination of supply.
- (c) The system must be capable of supplying a minimum of four deluge zones and two hydrant lines simultaneously, subject to section 8.3(h).

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# **9. Fire resistance of Tunnel infrastructure**

## **9.1 Fire resistance and fire rating of Tunnel structures**

- (a) For the purposes of complying with fire resistance and/or fire rating requirements, references to Tunnel structures include:
  - (i) driven tunnels;
  - (ii) mined tunnels;
  - (iii) cut and cover tunnels;
  - (iv) escape passages, including cross-passages;
  - (v) equipment rooms;
  - (vi) shafts;
  - (vii) bridging slabs between adjacent tunnels;
  - (viii) concrete filler walls;
  - (ix) vertical rock pillars between adjacent tunnels;
  - (x) horizontal rock pillars between adjacent tunnels; and
  - (xi) internal tunnel structures, including smoke ducts and structures used to convey air or smoke in the tunnel ventilation system.
- (b) The Tunnel structures must have a minimum fire resistance level as defined by the ITA Guidelines for Structural Fire Resistance of Road Tunnels 2004 based around the standard temperature time curves of AS 1530.4 and the Modified Hydrocarbon curve (as defined in the Tunnel Reference Documents). All Tunnel structure fire

resistance levels must be subject to risk assessments incorporated into the FER and must as a minimum, take account of:

- (i) stable or unstable ground conditions;
  - (ii) loadbearing criticality;
  - (iii) progressive collapse;
  - (iv) cost and convenience of repair;
  - (v) road network criticality; and
  - (vi) emergency response and operations.
- (c) As a minimum, a 2-hour Modified Hydrocarbon (as defined in the Tunnel Reference Documents) curve must be used as the governing design criteria in areas where the impact of a fire within the Tunnel or Tunnel approaches may result in operational failure of existing buildings or infrastructure.
- (d) The Tunnel structures must be designed to limit spalling so that the outcomes specified in section 3.3 are met. The issue of spalling must be analysed and addressed in the FER.

## 9.2 Fire resistance of Tunnel separation

- (a) As a minimum, the Tunnels must be designed to comply with the following:
- (i) Tunnel carriageways must be separated by a minimum of 240/240/240 separation in accordance with AS1530 "Methods for fire tests on building materials, components and structures";
  - (ii) cross passage, longitudinal passage and egress doors including joints, openings, and sealants must have a fire rating of not less than -/120/120 to AS1530. Two doors separated by a passage are considered to provide a -/240/240 rating;
  - (iii) longitudinal passages must have a rating of not less than 120/120/120 to AS1530; and
  - (iv) the smoke duct must have a fire rating of not less than 120/120/120 as determined by the standard fire curve of AS 1530.4.

## 9.3 Fire rating of equipment

- (a) As a minimum, the Tunnels must be designed to comply with the following:
- (i) equipment, including associated supports, suspended from the roof of the Tunnel, including the ventilation ducts, jet fans and signage, must be maintained, in position, for a period of not less than two hours when subjected to a temperature of 400°C; and
  - (ii) all mechanical ventilation system components including fans and dampers must have a fire rating of not less than two hours at 250°C.

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## 10. Smoke management

### 10.1 Smoke management system

- (a) A smoke management system must be installed in the Tunnel comprising suitable ductwork and remotely operated dampers.
- (b) For a single incident fire up to and including a 50MW scenario, the smoke management system must be designed to:
  - (i) establish and maintain tenable conditions for evacuation and for intervention by the MFB;
  - (ii) prevent back-layering of smoke to enable a tenable environment upstream of a fire;
  - (iii) enable the operation of longitudinal ventilation with smoke extraction to enable a tenable environment for contraflow access by Emergency Services personnel; and
  - (iv) ensure all cross passages, pedestrian egress tunnels and refuges are pressurised.
- (c) The design of the smoke management system, including the capacity of ductwork and fans, must take into account the effect of:
  - (i) the automatic water based suppression system;
  - (ii) leakage rates for ducts and air or smoke conveyance structures to provide the lowest lifecycle cost of the system;
  - (iii) damper leakage and the potential non-performance of dampers to operate when called for; and
  - (iv) maximum potential differential pressure developed by the fans on structure and other elements of the system.
- (d) For a Double Incident scenario, the smoke management system must be operated as set out in the FEB to provide tenability to the greatest extent possible utilising the system's installed capacity defined by the requirements of section 10.1(b).
- (e) Site acceptance testing of the smoke management system must be undertaken:
  - (i) by a series of commissioning, witnessing and integration testing to be carried out in accordance with section 10 of AS4825:2011; and
  - (ii) subsequently through a series of emergency smoke management tests (hot smoke tests) which must include:
    - A. a minimum of two tests in three different locations within Tunnels (at least six separate tests):
      - 1) one test involving the simultaneous generation of 1.5MW of heat and 5.0MW of smoke; and
      - 2) the second test involving the simultaneous generation of 2.5MW of smoke heat and smoke;

- B. testing of the longitudinal smoke management system with counter flow by Emergency Services vehicles in the Tunnels;
- C. testing of longitudinal smoke management in the vicinity of Tunnel portals;
- D. testing of the effect of the automatic water based suppression system and a range of longitudinal air velocities in the Tunnel;
- E. selection of test locations on the basis of simulating the most onerous conditions with at least one point where the downhill gradient is greatest;
- F. digital video recording of smoke tests; and
- G. tests which demonstrate the ability of all fire safety systems to operate in an integrated manner and provide operational preparedness for Emergency Services and OpCo.

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## 11. Tunnel power system

### 11.1 General

- (a) The Tunnel electrical systems must have a permanent power supply source and equipment and a permanent alternative power supply source and equipment which, except in the event of total electricity supply failure are each capable of ensuring:
  - (i) continued and uninterrupted operations of essential services in the event of equipment or system failure irrespective of the cause; and
  - (ii) continued operations of the remaining (non-essential) Tunnel services at a safe and acceptable functional level with minimum disruptions.

### 11.2 Supply failure

- (a) Secured no-break backup power supplies must be installed to ensure there is no adverse impact on the safe operation of the Tunnels in the event of a total electricity supply failure.
- (b) Secured no-break backup power supplies must provide:
  - (i) subject to the specific provision for emergency lighting and exit signs in egress routes in section 11.2(b)(v), signs, communications, emergency power outlets, closed circuit television and ancillary areas for a minimum period of one hour;
  - (ii) the Tunnel management control system and plant management control system for a minimum period of four hours;
  - (iii) all variable message signs (**VMS**), and incident detection systems that are required to ensure the ongoing safe operation of the Tunnel for a minimum period of one hour;
  - (iv) vehicle over-height detection devices for a minimum period of one hour; and
  - (v) emergency lighting, exit and directional signs in the Tunnel and egress routes must be illuminated for a minimum of 90 minutes.

## 11.3 Electrical installation

- (a) The following requirements for electrical installation must be met:
  - (i) conduit, cubicles, trunking, cable tray boxes, metal work and cabling must be designed to withstand a tunnel environment, and must be fire resistant, non-flammable, low smoke, halogen free and corrosion resistant. Conduit and other wireway materials within the Tunnel envelope must meet the fire safety requirements for tunnels; and
  - (ii) all electrical equipment and cabling must be installed in accordance with the relevant Standards, and must address safety, segregation, adequate rating for maximum demands, voltage drop limitations, durability and operational safety.

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## 12. Tunnel lighting systems

- (a) Tunnel lighting, including emergency lighting, must be designed, installed and put into continuous service in accordance with the Reference Documents including AS / NZS 1158.5 Lighting for roads and public spaces – tunnels and underpasses and CIE No.88 – Guide for the lighting of road tunnels and underpasses, 2004.
- (b) The lighting design for the Tunnel must be of the symmetrical system type and provide uniform light distribution.
- (c) The Tunnel lighting sub-circuits must be arranged so that half of the Tunnel lighting (each alternate luminaire group (maximum of three fittings) or alternate adjacent rows of luminaires) within any one electrical distribution zone remains unaffected by loss of power supply from any one substation main distribution board.

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## 13. Tunnel ventilation system

### 13.1 Performance requirements

- (a) The Tunnel ventilation system must:
  - (i) meet all Environmental Requirements relating to air quality including the requirements of:
    - A. EPA Worksafe Exposure Standards; and
    - B. the Tunnel Reference Documents; and
  - (ii) be able to be operated to meet specified in-tunnel and external air quality requirements under all credible atmospheric and traffic flow scenarios (including stationary traffic).
- (b) All necessary investigation, monitoring, modelling, design, works and other activities required to provide a tunnel ventilation system must be carried out in accordance with the Environmental Requirements, including:
  - (i) background air quality monitoring;
  - (ii) design, including emissions modelling, for the Tunnel ventilation system;
  - (iii) obtaining any required Approvals;

- (iv) design, construction and installation in accordance with the required Approvals;
- (v) testing, commissioning and hot smoke testing as necessary to meet the requirements of Emergency Services and any other responsible Authority;
- (vi) operating in accordance with any required Approvals; and
- (vii) designing, installing and operating a program of ambient air quality monitoring.

## 13.2 System design

The ventilation system must be designed in accordance with the recognised method described in the PIARC Technical Committee Report: Road Tunnels, Vehicle emissions and air demand for ventilation 2012R05EN and all other relevant Tunnel Reference Documents.

## 13.3 Air flow

- (a) The ventilation system must be capable of introducing and removing air from the Tunnels as required to meet the air quality requirements of this PSR.
- (b) All airways must be smooth and free from abrupt cross sectional area changes.
- (c) Longitudinal air velocity in the carriageway sections of the Tunnels must be monitored continuously and automatically controlled to a level not exceeding 10 metres/second.
- (d) The ventilation system must be capable of being automatically controlled to maintain the specified air quality requirements based on real-time data from air quality, visibility and airflow monitoring. Suitable monitoring equipment must be provided and strategically placed to achieve this outcome.
- (e) Null points in the ventilation system must be avoided.

## 13.4 Management of incidents

- (a) The ventilation system must be capable of continuous operation for at least two hours under Double Incident fire mode condition.
- (b) In the event of an incident, noxious gases and by-products released into the Tunnels must be effectively exhausted from the affected area by appropriate air flow enabling an orderly and safe evacuation of motorists along the emergency egress route.
- (c) The ventilation system must be capable of maintaining a minimum tunnel air velocity at any point along the Tunnels as required, to prevent smoke back layering. The critical velocity must be achieved with the Tunnels full of stationary vehicles.

## 13.5 System components

Without limiting any other monitoring obligations, air quality sampling ports and associated infrastructure must be provided at each exhaust outlet and at Tunnel portals.

## 13.6 Acoustic requirements

- (a) With the ventilation system under full load, the octave band spectrum for the ventilation equipment flow must not exceed NR85 as determined in accordance with ISO 1996. Compliance must be demonstrated at any point measured along the centre line of any lane 1.5 m above road level for a situation with no traffic flow.

- (b) Maximum allowable external noise levels must comply with the Environmental Requirements.

### **13.7 Modelling of impact of tunnel ventilation emissions**

- (a) Appropriate modelling must be undertaken as part of the design of the Tunnels in accordance with EPA requirements and designs refined to meet the Environmental Requirements in order to substantiate the adequacy of air pollution dispersion to the Environment. The modelling must take into account all credible combinations of meteorological conditions and traffic flows (including stationary traffic).
- (b) The modelling must demonstrate that, for the design adopted, air quality achieved at ground level and at receptors at nearby buildings, including Approved Developments and Proposed Developments, complies with the specified air quality criteria. The modelling must also be used to demonstrate that designs minimise re-ingestion of pollutants into fresh air supplies of the Tunnel ventilation system and of the surrounding buildings.
- (c) The impact of vehicular emissions must be assessed for both initial traffic flows, and for future traffic flows, to the satisfaction of the EPA. The scenarios investigated must include the assessment of varying flow conditions consistent with predicted traffic volumes.
- (d) Consultation with relevant Emergency Services during the FEB/FER stages, is necessary to ensure emergency response and operational considerations are satisfied.

### **13.8 Operating approval**

All activities must be undertaken as are necessary to obtain approval for the operation of the Tunnel ventilation system from the EPA.

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## **14. Air quality monitoring**

- (a) All air quality monitoring must:
  - (i) be in accordance with the scope, methodology, standard and duration as reasonably determined by Project Co, provided that all EPA requirements are complied with; and
  - (ii) comply with the requirements of the National Environment Protection Measures (**NEPM**) monitoring policy and any requirements of the EPA as expressed in Publication 440.1.
- (b) The air quality monitoring system must enable air quality monitoring as set out in section 14(a) and meet the System and Traffic Incident Response Requirements in Part H19.

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## **15. Emergency response facilities**

- (a) Emergency response facilities must be provided in consultation with Emergency Services and in accordance with the operational and quality standards required by Emergency Services and other relevant Authorities including:
  - (i) emergency response coordination at the FCC;
  - (ii) emergency services control points to provide immediate and direct access at the entry and exit zones at each end of the Tunnels (either a combined

set of emergency control points at each end of the twin Tunnels, or separate emergency services control points at the entry and exit zone of each Tunnel);

- (iii) emergency vehicle access from the surface road network to both carriageways at each Tunnel portal;
- (iv) emergency telephones and communications systems for incident communications and management;
- (v) emergency radio communications; and
- (vi) emergency cabinets within the Tunnels.

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## **16. Operational requirements**

### **16.1 Over-height vehicles**

Over-height vehicles must be detected and controlled as identified in section 2.6 of Part D1.

### **16.2 Dangerous goods**

- (a) Vehicles carrying dangerous goods (as defined in the Dangerous Goods Act 1985, the Regulations made under that Act and the Australian Code for Transportation of Dangerous Goods by Road and Rail) must be forbidden from using the Tunnels. All entrances to the Tunnels must be monitored by the Closed Circuit Television System and fixed warning signs must be provided.
- (b) Operators of vehicles carrying dangerous goods must be:
  - (i) warned of the need to divert from using the Tunnels and informed of the alternative route definition by means of advanced fixed warning signs; and
  - (ii) if detected entering the Tunnels, recorded and reported to relevant Authorities.

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## **17. State conduit system**

A State communication sub system must be provided:

- (a) in accordance with the requirements of Part H11; and
- (b) for the sole use of the State and its representatives.



## Part D - Systems

### Part D1 - Operations Management and Control Systems

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#### 1. General

##### 1.1 Purpose

- (a) An Operations Management and Control System (**OMCS**) must be implemented to safely and efficiently:
  - (i) operate the Freeway;
  - (ii) monitor and manage traffic and incidents on the Freeway; and
  - (iii) monitor and control plant and equipment.

##### 1.2 Operations Management and Control System

- (a) The OMCS must:
  - (i) provide a high level of automation;
  - (ii) provide timely presentation of relevant information to operators at the Freeway Control Centre;
  - (iii) provide support to the operators via a real-time expert system;
  - (iv) interface with the Asset Management System (**AMS**);
  - (v) include and monitor:
    - A. the Traffic Management and Control System (**TMCS**);
    - B. the Plant Management and Control System (**PMCS**); and
    - C. the Communication System (**CS**);
  - (vi) monitor the periods during which each of the individual devices and systems identified in Part H19 as being monitored by the OMCS, is deemed to be unavailable in accordance with Part H19;
  - (vii) be modular, upgradeable and scalable to:
    - A. minimise impacts during upgrades;
    - B. account for future developments in technology to the extent reasonably possible; and
    - C. allow for expansion to incorporate an additional open road managed motorway consistent in scale and complexity with the West Gate Freeway component of the West Gate Tunnel.
  - (viii) meet the System and Traffic Incident Response Requirements in Part H19; and
  - (ix) be capable of meeting the requirements of the FMS Agreement.

### **1.3 Operator interface**

- (a) The OMCS must:
  - (i) provide a schematic map based graphical user interface;
  - (ii) provide all alarms within two seconds of detection;
  - (iii) display the current status of all devices;
  - (iv) provide automatic operation together with manual over-ride facilities for each system and system element;
  - (v) allow monitoring and control of a single system or multiple systems through operator selection;
  - (vi) provide all alarms and warnings in priority level displayed to ensure visibility to operator and to enforce operator acknowledgement and in a consolidated log (all alarms must be visible and selected alarms audible); and
  - (vii) include response procedures to assist operators with the management of all devices.

### **1.4 Response procedures**

- (a) A comprehensive set of response procedures must be developed for the management of incidents and events and for user training.
- (b) The response procedures must be automatically displayed for the relevant alarm or warning.

### **1.5 Trainer system**

- (a) An OMCS Back Office trainer system must:
  - (i) be provided in the Freeway Control Centre;
  - (ii) subject to section 1.5(a)(vi), provide a user interface substantially identical to that of the OMCS;
  - (iii) provide for training functions;
  - (iv) be capable of simulating all incident and operations managed by the OMCS;
  - (v) provide an environment where modifications to the OMCS can be developed and tested; and
  - (vi) be easily distinguishable from the on-line OMCS.

### **1.6 Backup system**

- (a) An OMCS Back Office backup system must:
  - (i) be provided at a location remote from the Freeway Control Centre;
  - (ii) provide a user interface identical to the primary OMCS;

- (iii) act as a backup OMCS in the event of a failure of the primary OMCS; and
  - (iv) be maintained in an operational state at all times and able to function in OMCS back-up mode within one minute of any failure of the primary OMCS.
- (b) When the OMCS backup system referred to in section 1.6(a) is required to be activated by an unplanned event, the VicRoads Traffic Management Centre must be notified immediately.
  - (c) When planned events require the OMCS backup system to be activated which may impact on the TMCS interface with VicRoads, VicRoads must be notified in advance.

## 1.7 Report and logging requirements

- (a) The Closed Circuit Television System camera footage must be recorded 24 hours a day, seven days a week and stored at configurable frame rate and resolution. Project Co must store:
  - (i) high quality (at least 25fps) data (whenever an AID Incident is detected or high quality recording is selected by an operator) for 14 days; and
  - (ii) recording quality (at least 3 fps) data for 31 days.
- (b) All detected incidents occurring on the Freeway must be logged in an OMCS event log.
- (c) The event log must:
  - (i) provide a record sufficient for audit purposes and the review of event sequences;
  - (ii) be time stamped; and
  - (iii) ensure that event logs for the previous day are incorporated into an historic log area with access services available for the review of all historic log file data for a minimum preceding period of 13 months and in accordance with VicRoads usual requirements.
- (d) The OMCS must provide comprehensive reporting facilities including full search functionality for the management review of all activity on the OMCS.
- (e) The OMCS must have the capability to generate reports on all stored data for any selectable time interval.
- (f) All TMCS activity must be logged in accordance with VicRoads usual requirements.

## 1.8 Reliability and Performance Requirements

- (a) The OMCS Back Office must be a High Availability system.
- (b) The failure of any OMCS component of the TMCS, PMCS or CS must not cause the failure of any other OMCS component.
- (c) Subject to section 1.8(b), OMCS components that are not specified to have redundancy are permitted to fail, provided such failure does not prejudice the overall integrity and availability requirement of the OMCS.

- (d) Project Co must demonstrate the availability and system redundancy requirements of this PSR through the conduct of a rigorous failure analysis using an internationally recognised failure analysis methodology.

## 1.9 Freeway Control Centre

- (a) A Freeway Control Centre must be provided which is suitable for operational and incident management purposes.
- (b) The Freeway Control Centre must:
  - (i) be of a standard not less than that of existing control centres with similar usage in Australia as at the Date of West Gate Tunnel Completion; and
  - (ii) include high standard facilities for at least 20 visitors to observe the operation of the control room from a separate room with full visibility of the control room. The separate room must be capable of acting as a command post in the event of an incident on the Freeway requiring the attendance of Emergency Services.

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## 2. Traffic Management and Control System

### 2.1 General

- (a) The Traffic Management and Control System (**TMCS**) must:
  - (i) monitor traffic and automatically detect all AID Incidents on the Freeway;
  - (ii) advise, control and manage motorists in the Leased Area in accordance with the FMS Agreement, relevant traffic related plans contemplated under Part F7 and the Business Management Strategy;
  - (iii) interface with the VicRoads Freeway Management System - to ensure coordination of traffic management functions between the Freeway and the road network in accordance with the FMS Agreement;
  - (iv) integrate the subsystems and all associated signs and devices of the subsystems described in sections 2.2 to 2.12; and
  - (v) enable electronic requests to signs and devices, from a range of inputs including from the VicRoads traffic management centre to be prioritised so that multiple requests to the same device can be resolved to the highest priority level in accordance with the FMS Agreement
- (b) The design of the TMCS must have regard to the requirements for traffic diversion and the communication of such traffic diversions to any Users of the Freeway in the event of incidents, scheduled maintenance and the redundancy scenarios set out in Part H8, when locating roadside devices for the subsystems listed in sections 2.3, 2.4, 2.5, 2.7, 2.8, 2.9, 2.10 and 2.11.
- (c) The TMCS must be capable of meeting the requirements of the FMS Agreement.

### 2.2 Tunnel Information Signing System

- (a) The Tunnel Information Signing System must:
  - (i) display short messages to motorists advising of emergencies, on-road incidents, lane closures and other relevant information;

- (ii) incorporate the ability to automatically default to a set message when a major system failure occurs;
- (iii) consist of signs which:
  - A. are mounted above the carriageway, centrally over each lane, such that the sign is clearly visible from the lane to which the sign applies;
  - B. are positioned at approximately 200 metre intervals along the Tunnel, generally midway between lane use management signs;
  - C. are capable of being individually addressed;
  - D. are capable of displaying operator formed or pre-programmed messages; and
  - E. display the message in white or amber;
- (iv) be capable of meeting the requirements of the FMS Agreement; ; and
- (v) meet the System and Traffic Incident Response Requirements identified in Part H19.

## 2.3 Lane Use Management System (LUMS)

The Lane Use Management System must:

- (a) consist of combined lane control and variable speed limit signs:
  - (i) mounted above the carriageway, centrally over each lane, such that the sign is clearly visible from the lane to which the sign applies;
  - (ii) mounted on gantries or appropriate support structures which are positioned:
    - A. without limiting and subject to section 2.3(g), in accordance with VicRoads usual requirements;
    - B. along the Freeway (including multi-lane ramps only) and ITS Interface Area; and
    - C. along all multi-lane Ramps;
- (b) include LUMS gantries that include cabling for Vehicle to Infrastructure roadside equipment as set out in Part H11;
- (c) include variable speed limit signs along all single lane Ramps ;
- (d) be capable of meeting the requirements of the FMS Agreement;
- (e) meet the System and Traffic Incident Response Requirements identified in Part H19;
- (f) transmit the operating displays of the lane use management signs in accordance with Part H10 on the gantry preceding each safety camera site to that road safety camera control box at that road safety camera site; and

- (g) include LUMS in the inbound direction (servicing the M80 exit ramp and Princes Freeway inbound carriageway) fixed to the new Dohertys Road Bridge being constructed on the south side of the existing Dohertys Road Bridge.

## 2.4 Variable Message Signing System

- (a) A Variable Message Signing System must be provided which consists of variable message signs.
- (b) Variable message signs must:
  - (i) be appropriately located along the Freeway and ITS Interface Area to notify Users of the Freeway of safety, operational, maintenance and other informational matters;
  - (ii) be capable of meeting the requirements of the FMS Agreement;
  - (iii) without limiting and subject to section 2.4(e), meet VicRoads usual requirements;
  - (iv) display VicRoads and Project Co requested traffic information, including VicRoads travel time information in accordance with the FMS Agreement; and
  - (v) meet the System and Traffic Incident Response Requirements identified in Part H19.
- (c) Variable message sign gantries must include cabling for Vehicle to Infrastructure roadside equipment as set out in Part H11.
- (d) Subject to section 2.4(e) and notwithstanding paragraph (c), the variable message signs to be installed on the Dohertys Road Bridge must include two RC3 signs fixed to support frames mounted on the inbound direction of the new portion of the Dohertys Road Bridge being constructed on the south side of the existing Dohertys Road Bridge as per drawing reference WGT-202-420-SKT-AJV-400-000-0013 Rev A included in the Concept Design, with safe maintenance access to be provided to each RC3 sign. Without limiting the obligation to provide safe maintenance access, the manner of access will be via a ladder over the parapet from the surface of the new Dohertys Road Bridge to maintenance platforms directly behind each RC3 sign support frame.
- (e) To the extent of any inconsistency between the requirements in section 2.4(d) regarding the manner of provision of safe maintenance access to the RC3 signs from the surface of the new Dohertys Road Bridge and the usual requirements of the relevant Facility Owner, the requirements of section 2.4(d) prevail.

## 2.5 Traffic Data System

- (a) A real time Traffic Data System and a daily traffic counting system must be provided.
- (b) The real time Traffic Data System must:
  - (i) have sites located:
    - A. in accordance with VicRoads usual requirements;
    - B. on the Freeway within the Leased Area and ITS Interface Area; and

- C. on all freeway to freeway ramps, within the Leased Area and ITS Interface Area, at intervals not exceeding 500m;
- (ii) measure and record in real time at each data station site the:
  - A. average speed of the vehicles in each lane in km/h in each 20 second period;
  - B. total number of vehicles in each lane in each 20 second period; and
  - C. amount of time each lane is occupied at the data collection point during the 20 second period as a percentage of the total time;
- (iii) transmit the data station site data to the VicRoads FMS Communication Network as and when required by VicRoads, in accordance with section 2.11;
- (iv) be capable of meeting the requirements of the FMS Agreement;
- (v) meet VicRoads usual requirements; and
- (vi) meet the System and Traffic Incident Response Requirements identified in Part H19.

## 2.6 Over-height Vehicle System

- (a) An automatic Over-height Vehicle System must be provided.
- (b) The Over-height Vehicle System must:
  - (i) detect over-height vehicles;
  - (ii) classify over-height vehicles into two categories being:
    - A. class 1 over-height, for vehicles from 4.6m to 4.9m in height (inclusive); and
    - B. class 2 over-height, for vehicles greater than 4.9m in height;
  - (iii) warn drivers of over-height vehicles with sufficient time to:
    - A. not exit CityLink via Ramp C2;
    - B. not use Ramp D2, Ramp F2, Ramp P2 or Ramp P4; and
    - C. divert to Ramp W1, Ramp A1 or Ramp H1 if travelling eastbound on the West Gate Freeway;
  - (iv) prevent, where possible, a class 2 over-height vehicle that has been detected on any of the Ramps C2, D2, F2, P2 or P4 from accessing the West Gate Tunnel main carriageway, unless under escort;
  - (v) activate the associated Tunnel portal barriers if class 2 over-height vehicles:
    - A. are not stopped on Ramps C2, D2, F2, P2 or P4; and

- B. do not divert at Ramp W1, Ramp A1 or Ramp H1 as required;
  - (vi) alert VicRoads TMC if the associated Tunnel portal barriers are activated in accordance with the FMS Agreement;
  - (vii) record and store images of class 2 over-height vehicles:
    - A. approaching the Tunnel (as appropriate); and
    - B. using the Tunnel (as appropriate),

for a reasonable period of time, having regard to any potential enforcement or action against the driver of the vehicle;
  - (viii) record and store the class of the over-height vehicle;
  - (ix) be capable of meeting the requirements of the FMS Agreement; and
  - (x) meet the System and Traffic Incident Response Requirements in Part H19.
- (c) The Works must be designed and constructed to, without limiting section 2.8, at all times allow over-height vehicles to:
  - (i) safely exit the Freeway; and
  - (ii) either:
    - A. exit to an alternative carriageway; or
    - B. have adequate space prior to or after the portal barriers to safely store the vehicle out of traffic lanes or emergency lanes for retrieval at a suitable time.
- (d) Within ten Business Days of any incident where a class 2 over-height vehicle (as described in section 2.6(b)(ii)B) enters the Tunnel, Project Co must:
  - (i) conduct an investigation into the cause of the incident to determine whether it was caused by the failure of the Over-height Vehicle System; and
  - (ii) prepare and submit to the State a report detailing the outcomes of the investigation, and the rectification measures proposed.
- (e) All rectification measures identified in the report described in section 2.6(d) must be:
  - (i) to the reasonable satisfaction of the State; and
  - (ii) undertaken within 30 Business Days of providing the report in section 2.6(d)(ii) to the State, or such longer period agreed to by the State acting reasonably.

## 2.7 Automatic Incident Detection System

- (a) The Automatic Incident Detection System must:
  - (i) automatically detect AID Incidents within the Leased Area;



- (ii) alert the CityLink road operations control centre (if separate from the FCC) and VicRoads TMC (separately) to detected AID Incidents within the Leased Area in accordance with the FMS Agreement;
- (iii) be capable of meeting the requirements of the FMS Agreement; and
- (iv) meet the System and Traffic Incident Response Requirements identified in Part H19.

## 2.8 Tunnel Portal Barrier System

- (a) The Tunnel Portal Barrier System must:
  - (i) be able to be controlled from the Freeway Control Centre and also through on-site control panels;
  - (ii) consist of barriers:
    - A. on the approach to each Tunnel portal in order to safely stop vehicles entering the Tunnels in the event of an incident that requires the Tunnel(s) to be closed;
    - B. located on the approach side of emergency median crossings near each Tunnel portal so that traffic access to these emergency median crossings is also controlled;
    - C. which are appropriately located to facilitate the requirements of Emergency Services during incidents; and
    - D. allow the passage of emergency and maintenance vehicles;
  - (iii) be capable of meeting the requirements of the FMS Agreement; and
  - (iv) meet the System and Traffic Incident Response Requirements identified in Part H19.

## 2.9 Closed Circuit Television System

- (a) The Closed Circuit Television System must:
  - (i) consist of cameras:
    - A. located to provide continuous overlapping coverage of:
      - 1) traffic lanes, entry, exit and connecting ramps and emergency stopping lanes and bays within the Leased Area and ITS Interface Area;
      - 2) all Tunnel cross passages and pedestrian egress routes;
      - 3) the Veloway (such cameras to be located such that the likelihood of vandalism is minimised as far as reasonably practicable); and
      - 4) the elevated shared use path on Footscray Road between the eastern end of the Veloway and east of Waterfront Way (such cameras to be located such

that the likelihood of vandalism is minimised as far as reasonably practicable);

- B. which provide coverage of the area of the Roads in the immediate vicinity of the approaches to ramp intersections; and
  - C. which comply with VicRoads usual requirements;
- (ii) not rely on cameras at the ramp metering stop line to provide continuous overlapping coverage;
  - (iii) be capable of meeting the requirements of the FMS Agreement; and
  - (iv) meet the System and Traffic Incident Response Requirements identified in Part H19.

## **2.10 Operational Redundancy Management System**

- (a) The Operational Redundancy Management System must:
  - (i) provide motorists with a comprehensive, integrated and easily understood linemarking and signage arrangement for each of the options identified in Part H8; and
  - (ii) be capable of meeting the requirements of the FMS Agreement.

## **2.11 Integration and Data Transmission**

- (a) Project Co is responsible for the connection of the Project Co Communications Network to the VicRoads FMS Communication Network.
- (b) The transmission of TMCS data to VicRoads must be capable of meeting the System and Traffic Incident Response Requirements identified in Part H19 in respect of the transmission of TMCS data.
- (c) TMCS data must include:
  - (i) data collected from the WIMS as set out in section 2.12;
  - (ii) real time simultaneous video from at least 20 Closed Circuit Television System cameras with a transmission quality of at least:
    - A. 704 x 480 pixels;
    - B. 25 frames / sec; and
    - C. Mpeg4 or H264.

## **2.12 Weigh In Motion System**

- (a) A weigh in motion system (WIMs) must be installed on the West Gate Freeway in the vicinity of Cawley Rd.
- (b) The WIMs must provide full coverage of all traffic lanes in both directions of the collector-distributor carriageway and the main carriageway and meet VicRoads usual requirements.
- (c)

## 2.13 Fibre Connections for Devices

Subject to Part H7, the signs and devices of the subsystems described in sections 2.2 to 2.12 which are:

- (a) located within the Leased Area must be connected to the Project Co Communication Network;
- (b) located within the ITS Interface Area must be connected to the VicRoads FMS Communication Network apart from those expressly identified as Maintained Off-Freeway Facilities in the definition of Maintained Off-Freeway Facilities under this Agreement which must be connected to the Project Co Communication Network; and
- (c) subject to section 2.13(b), located outside the Leased Area must be connected to the VicRoads FMS Communication Network.

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## 3. Plant Management and Control System

### 3.1 General

The OMCS must include a plant management and control system which must monitor and control mechanical and electrical plant associated with the safe and efficient operation and maintenance of the Tunnel and other relevant components of the Freeway.

### 3.2 Plant Management and Control System (PMCS)

- (a) The PMCS must:
  - (i) be designed so that no single point of failure causes:
    - A. major performance degradation of one or more elements; or
    - B. total unavailability of operational functions, which would necessitate the closure of a section of the Freeway;
  - (ii) be capable of showing the status, alarms and faults of all plant, equipment and other operating systems;
  - (iii) be supported by secondary or manual systems to allow the Tunnels to be safely operated in a mode involving a higher level of operator control in the event of system failure; and
  - (iv) meet the System and Traffic Incident Response Requirements identified in Part H19.

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## 4. Communication System

### 4.1 General

The OMCS must include a Communication System (**CS**) which must allow VicRoads and Project Co operators to communicate with Users on the Freeway.

### 4.2 Communication System Sub-systems

- (a) The Communication System must incorporate the following sub-systems:
  - (i) Tunnel radio re-broadcast system;

- (ii) Tunnel public address system;
- (iii) Tunnel mobile telephone system;
- (iv) Emergency Services telephones; and
- (v) help phone system.

### **4.3 Tunnel radio re-broadcast system**

- (a) The radio re-broadcast system for the Tunnels must:
  - (i) subject to section 4.3(b), re-broadcast in seamless operation and at no cost to the State or users of the Freeway top 20 government and commercial radio stations in Melbourne as identified in the Commercial Radio Australia Ltd Radio Survey results for Melbourne as at 1 January in the current year;
  - (ii) include all Emergency Services radio bands;
  - (iii) provide sufficient signal strength on all stations and Emergency Services radio bands to ensure that all Emergency Services personnel and Users within the Tunnel (including equipment rooms, emergency exit areas and cross passages) are capable of receiving re-broadcasts;
  - (iv) enable an operator in the Freeway Control Centre locally or remotely to temporarily interrupt all live radio channels in the Tunnel to transmit live, or pre-recorded messages; and
  - (v) be configured so that each Tunnel can be separately interrupted.
- (b) Project Co must use all reasonable endeavours (not including the payment of licencing fees) to obtain any rights required at law, and any private data key for digital radio transmission (as applicable), necessary to permit Project Co to lawfully re-broadcast any radio station referred to in section 4.3(a)(i). Where despite such endeavours Project Co is unable to secure such rights or private data key for a radio station, the radio re-broadcast system will not be required to re-broadcast that radio station.

### **4.4 Tunnel Public Address System**

- (a) The Tunnel public address system, linked to the Freeway Control Centre, must:
  - (i) be audible in all areas throughout the Tunnel environment under all traffic operating conditions;
  - (ii) be able to be operated automatically or manually; and
  - (iii) meet the System and Traffic Incident Response Requirements identified in Part H19.

### **4.5 Tunnel Mobile Telephone System**

- (a) Project Co must at all times:
  - (i) provide any telecommunications carriers nominated by the State from time to time (and their agents and contractors) with such access to the Relevant Infrastructure, including the Tunnel, as they reasonably require to Build and Operate any telecommunications cabling or communications

equipment (**Telco Infrastructure**) necessary to provide continuity of service within the Tunnel for any mobile telecommunications services (voice and data) provided by the relevant carrier (or any telecommunications service provider utilising the network of the carrier); and

- (ii) provide each of those telecommunications carriers (and their agents and contractors) with:
  - A. access to and use of equipment rooms or other locations within the Tunnel; and
  - B. electricity at the places referred to in section 4.5(a)(i),  
  
as reasonably required to house the carrier's Telco Infrastructure, and to permit the carrier and its agents and contractors to Build and Operate that Telco Infrastructure for the purposes of ensuring it meets and continues to meet the requirements set out in section 4.5(a)(i), provided that such telecommunication carriers nominated by the State:
  - C. comply with the Site Access and Interface Protocols and any generally applicable safety and security requirements of Project Co;
  - D. do not unnecessarily interfere with the carrying out of the Project Activities;
  - E. do not damage the Relevant Infrastructure, the Site or property of Project Co or its Associates;
  - F. on and from the Date of Tolling Completion, only access the Freeway during a Low Impact Lane Closure, period of planned maintenance or any other planned closure unless otherwise agreed by Project Co acting reasonably; and
  - G. where applicable, agree to reimburse Project Co for the costs reasonably required under section 4.5(b).

(b) Project Co may:

- (i) require a carrier to whom it provides access to the Relevant Infrastructure, the Tunnel or any equipment rooms or locations under sections 4.5(a)(i) or 4.5(a)(ii)A to reimburse Project Co for any incremental costs (including any loss of toll revenue) it reasonably incurs as a result of providing such access or making changes to the Relevant Infrastructure or the Tunnel required to provide such access (without the application of any margin, mark up or overhead), but only if, at the time of first providing access to that carrier, Project Co has already provided such access to five or more other carriers; and
- (ii) require any carrier provided with electricity under section 4.5(a)(ii)B (regardless of the number of carriers provided with that service at that time) to reimburse Project Co for that carrier's proportionate share (having regard to the number of carriers having access to that service at the relevant time) of the amount Project Co is charged by a third party utilities provider for the consumption of electricity provided under section 4.5(a)(ii) (without the application of any margin, mark-up or overhead).

(c) In this section 4.5, Build and Operate includes design, install, configure, test, operate, maintain and upgrade.

## 4.6 Emergency Services telephones

- (a) Emergency telephones and communication systems must;
  - (i) be provided in accordance with the usual requirements of Emergency Services; and
  - (ii) meet the System and Traffic Incident Response Requirements identified in Part H19.

## 4.7 Help Phone System

- (a) The help phone system must be designed to enable effective communication in the noise levels expected inside the Tunnels and to filter out traffic and other unwanted noise including having an internal adjustment to fine-tune the phones to their surrounding environment;
- (b) Help phones must:
  - (i) be located inside the Tunnels only, at intervals not exceeding 120m; and
  - (ii) meet the System and Traffic Incident Response Requirements identified in Part H19.

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## 5. Asset Management System

- (a) The Asset Management System must be operational within 30 days after the West Gate Tunnel Opening Date.
- (b) The Asset Management System must:
  - (i) maintain a record of the current, historical and projected future condition of each Asset within the O&M Site (**Asset Inventory**) including:
    - A. detailed records of the repair or replacement of Assets (including components and sub components) to assist in establishing the Residual Design Life of the Assets (including components and sub components); and
    - B. detailed records of the specific maintenance or protective treatments for any Assets requiring such maintenance or treatments under this Agreement;
  - (ii) maintain a record of the nature, extent, quantity, location, time and type of any maintenance activities performed by, or programmed to be performed by, Project Co under this Agreement;
  - (iii) maintain a record of inspections of the Assets, maintenance responses and the response times and any failure to meet the standards set out in the Code of Maintenance Standards;
  - (iv) include a method of reporting to the State on the performance of any Asset by analysis of the specific condition and Defect information recorded for individual Assets (including components and sub components);
  - (v) incorporate data from the pavement performance models. The pavement performance models must:

- A. record and monitor key pavement performance parameters during the O&M Phase;
  - B. record and monitor implemented pavement maintenance activities and measured volumes of car traffic and commercial vehicles; and
  - C. enable modelling of future performance and Residual Design Life for alternative maintenance programs and estimates of expected growth in the volume of car traffic and of commercial vehicles;
- (vi) retain an historical record of all of the data and information. Each data item must be referenced with the date of the record as appropriate to the type of data.
- (c) All data and information within the Asset Management System in respect of Assets within the O&M Site must be made available to the State upon request.
- (d) At Handover, Project Co must provide to the State:
- (i) the Asset Management System; or
  - (ii) an operational system which meets the requirements of section 5(b) and has similar functionality to the Asset Management System,

including an operating manual for the Asset Management System or such operational system under section 5(d)(ii) (as applicable) and all data referred to in section 5(b) in an electronic form which is compatible with the system provided under sections 5(a) or 5(b) (as the case may be).

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## **6. Traffic Devices Operating Protocols**

- (a) The traffic devices must meet the requirements of the FMS Agreement.

## Part D2 – Tolling System

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### 1. General

- (a) The Tolling System must:
  - (i) include a RSS;
  - (ii) include a TBO;
  - (iii) provide for customer interaction channels as defined in section 4 of Part D2; and
  - (iv) provide for external interfaces as defined in section 6 of Part D2.
- (b) Without limiting any provision (including clause 10) of this Agreement, nothing in this Part D2 prevents Project Co from meeting the requirements of sections 1(a)(ii) to 1(a)(iv) through the procurement of the relevant services, systems or functionality from a subcontractor.
- (c) In this Part D2 a reference to the Tolling System having 'the ability' to do any thing includes a reference to that part of the Tolling System having functionality or capability to do that thing, whether or not that function or capability is in fact used by Project Co without the need to acquire additional hardware, software, equipment or material external services.
- (d) The parties acknowledge and agree that, notwithstanding any other provisions of this Part D2, none of:
  - (i) the Performance Metrics set out in section 8; or
  - (ii) the references in this Part D2 to the Tolling System having 'the ability' to do any thing;

requires Project Co to operate the Tolling System in the manner contemplated under section 1(a) or (b) during the O&M Phase.

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### 2. RSS

- (a) The RSS must meet the requirements of Part H12.
- (b) Without limiting anything in Part H12A, the RSS must as a minimum incorporate the following functionality:
  - (i) the ability to detect Vehicles passing through the Detection Zones;
  - (ii) the ability to perform preliminary classification of detected Vehicles into one of the following categories;
    - A. Motor Cycle;
    - B. Car;
    - C. Light Commercial Vehicle;
    - D. Heavy Commercial Vehicle; or
    - E. High Productivity Freight Vehicle;



- (iii) the ability to transact with OBUs passing through Detection Zones;
- (iv) the ability to capture images of the front and rear Licence Plates of Vehicles passing through Detection Zones;
- (v) the ability to integrate all the data relating to each Vehicle detected passing through a Detection Zone;
- (vi) the ability to manage the configuration of all of the sub-components that make up the RSS;
- (vii) the ability to undertake automated monitoring of the operational status of key sub-components that make up the RSS which as at the date of this Agreement, comprise:
  - A. the toll segment controller;
  - B. the toll station management controller;
  - C. the transceivers;
  - D. the vehicle detection and classification sensors and illuminators; and
  - E. the vehicle registration sensors and illuminators,
  - F. with automated raising of alarms and alerts;
- (viii) the ability to exchange data capture with the TBO; and
- (ix) the ability to receive and process Action Lists to identify On Board Units for special handling and communicate appropriately with those On Board Units.

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### **3. Tolling Back Office System (TBO)**

#### **3.1 Receive and Process Data from the Roadside System**

- (a) The TBO must have the ability to exchange data with the RSS through an interface.
- (b) The interface between the TBO and the RSS must include:
  - (i) the ability to receive from the RSS all records (including image sets) which the RSS has generated in respect of the passage of Vehicles through Detection Zones, in accordance with the applicable Performance Metric;
  - (ii) the ability for the TBO to provide to the RSS all data required by the RSS to complete Tag Transactions as contemplated by section 2.4 of Part H12A (including any status information to be transmitted by the RSS to OBUs, such as black-listed and orange-listed status as advised by Foreign Toll Operators in accordance with the MOU or applicable Australian Standards);
  - (iii) the ability to exchange all other data with the RSS as contemplated by section 2.9 of Part H12A; and
  - (iv) the ability to exchange with the RSS any other information necessary to meet a functional or performance requirement for any other part of the Tolling System defined elsewhere in this Agreement.

- (c) The TBO must have the ability to monitor the integrity and completeness of data received from the RSS, such that any missing or corrupt messages are identified and actioned (including by requesting re-transmittal where possible) by the TBO.
- (d) The TBO must enable all data concerning Trips, which are required to be sent to a Foreign Toll Operator (under the MOU), to be sent to that Foreign Toll Operator in the form, and in accordance with the process and time frames, specified in the MOU.
- (e) The TBO must have the ability to transmit status information to the RSS concerning OBUs in a timely manner and consistently with the requirements of the MOU.
- (f) The TBO must have the ability to, following any period for which it is not functional (an **Outage**), be able to process a backlog of messages and images stored by the RSS at all Toll Points (as contemplated by section 2.10 of Part H12A) in accordance with the applicable Performance Metric.
- (g) The TBO must have the ability to detect and raise an alert for the user where the level of performance in the RSS falls below a pre-determined performance threshold (able to be configured by a user within the TBO) for key tolling related processes which, as at the date of this Agreement, comprise
  - (i) the rate of incomplete OBU transactions;
  - (ii) the rate of non-correlation events;
  - (iii) the OBU to Vehicle event ratio;
  - (iv) the Vehicle to OBU event ratio;
  - (v) the rate of “keep alive” (heart beat) message failure;
  - (vi) the rate of messages received;
  - (vii) the rate of transaction (tolling) messages;
  - (viii) the rate of “no read”, “not valid”, “no process” events from front LPN recognition and optical character recognition process;
  - (ix) the rate of “no read”, “not valid”, “no process” events from rear LPN recognition and optical character recognition process; and
  - (x) the rate of “image not available” events,
 in accordance with the applicable Performance Metric.

### 3.2 Identify Vehicle

- (a) The TBO must have the ability to identify each Vehicle detected by the RSS as passing through a Detection Zone through the application of a range of identification strategies including:
  - (i) automatic identification of the Vehicle by analysis of images and measured characteristics of the Vehicle, without intervention by a manual operator;
  - (ii) automatic identification of the Vehicle by use of information provided by an OBU being carried by the Vehicle; and

- (iii) permitting the manual identification of the Vehicle by a human operator reviewing the images captured by the RSS for that Vehicle passage.
- (b) For each passage of a Vehicle through a Detection Zone, the TBO must have the ability to:
  - (i) record all Vehicle identification information received from the RSS and determined through processing in the TBO, including the LPN, State of Registration and Vehicle Class and/or issuer of the OBU, class of the OBU and contract serial number of the OBU; and
  - (ii) reliably and accurately apply the Vehicle Identification information determined for the relevant Vehicle in order to send that Vehicle identification information and details of the Trip to the relevant Product Issuer and where relevant in accordance with the relevant Interoperability Process, or to the relevant authority through the Compliance Process.
- (c) The automatic Vehicle identification strategies used by the TBO must be consistent with Best O&M Practices and in any event be suitable for automatically identifying Vehicles passing through a Detection Zone to the extent reasonably practicable (based on the quality of the data and images generated by the RSS in relation to the passage of the relevant Vehicle), and in accordance with the applicable Performance Metric.
- (d) The TBO must have the ability to specify the level of confidence (as a measure of the probability of accuracy) in the identification of each Vehicle identified by an automatic Vehicle identification strategy (**AVI Confidence Level**).
- (e) The TBO must have the ability to prompt a user to manually identify a Vehicle detected in a Detection Zone if the TBO is unable to identify the Vehicle through an automated vehicle identification strategy to an AVI Confidence Level that is able to be configured by a user of the TBO.

### 3.3 Identify Trip

- (a) The TBO must have the ability to identify and record details of each Trip and in doing so undertake verification checks to confirm that the recorded details of the relevant Trip are logically consistent with:
  - (i) the complete set of tolling transactions received from the RSS for that Vehicle;
  - (ii) the topology of Toll Points on the Freeway; and
  - (iii) the time gaps allowed for a Vehicle to move between the Toll Points
- (b) The TBO must have the ability to have configurable parameters for allowable time gaps for a Vehicle travelling between Toll Points.

### 3.4 Correctly Tolloed Trip

- (a) The TBO must have the ability to determine the tolls fees and charges which are payable in relation to each Trip.
- (b) The TBO must have the ability to ensure that the amount of tolls, fees and charges determined in respect of each Trip are calculated in accordance with the Toll Calculation Schedule and in accordance with the applicable requirements set out in the Performance Metric.

- (c) In the event that:
  - (i) the Vehicle Class cannot be conclusively determined by the TBO or manual identification for a Trip; or
  - (ii) there is reasonable doubt as to the correct toll or administration charge to be applied for the particular Trip, based on data concerning the Trip collected by the RSS (including tolling events that cannot be incorporated into a Trip),

the TBO must apply for the relevant Trip, the toll and/or administration charges (as applicable) which is the lowest of the options which could apply having regard to the inconclusiveness or reasonable doubt (as applicable).
- (d) Without limiting section 3.4(a) above, the TBO must have the ability to correctly identify Exempt Vehicles and ensure that no tolls or fees are levied in respect of any use of the Freeway by such Exempt Vehicles.
- (e) The TBO must have the ability to implement a change solely to the toll amount attributable to a future Trip by each then-existing category of Vehicle and for each then-existing Tollable Section.

### **3.5 Send to/manage Retail or Enforcement**

- (a) The TBO must have the ability to send sufficient details of each Rated Trip to the entity responsible for payment or procuring payment of the applicable tolls, fees and charges or pursuing enforcement activities in relation to the payment of those tolls, fees and charges (as applicable). Without limiting this requirement:
  - (i) the TBO must have the ability to send sufficient details of all Rated Trips excluding No Arrangement Travel to the relevant Product Issuer in accordance with the applicable timeframes specified in the relevant Performance Metric and in the format required by the MOU; and
  - (ii) the TBO must have the ability to send sufficient details of all Rated Trips relating to No Arrangement Travel to the relevant No Arrangement User in accordance with the applicable law and the timeframe specified in the relevant Performance Metric in relation to No Arrangement Travel ; and
- (b) The TBO must have the ability to retain evidence for each Rated Trip as is reasonably required to substantiate the:
  - (i) identity of the Vehicle undertaking the Trip;
  - (ii) accuracy of the tolls, fees and charges determined in respect of that Trip;
  - (iii) determination of the entity responsible for the payment of the tolls;

and as otherwise required under applicable laws relating to the levying of tolls, fees and changes.
- (c) The TBO must have the ability to maintain the data described in section 3.5(b) for a period of 2 years following the date on which that Trip was completed.

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## **4. Customer Interaction Channels**

The TBO must have the ability to interface with multiple readily accessible payment channels in Australia to enable No Arrangement Users to make payments of tolls, fees and charges in relation to No Arrangement Travel.

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## 5. Payments

- (a) The TBO must be compliant with all applicable laws in Australia relating to the making or receipt of payments, including all requirements for the calculation and administration of GST.
- (b) The TBO must have the ability to maintain complete, accurate and auditable records in relation to all financial transactions relating to tolling, including payments of tolls, fees and charges by users of the Freeway and payments made by or to Foreign Toll Operators.

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## 6. External Interfaces

### 6.1 Foreign Toll Road Operators

The TBO must have the ability to automatically exchange Trip data and other data relating to users or potential users of the Freeway required in relation to the Interoperability Process with Foreign Toll Operators, in accordance with the MOU and the Interoperability Process, and all applicable laws and Roaming Agreements, and otherwise in accordance with the applicable requirements set out in section 9.

### 6.2 Payment Methods

- (a) The TBO must have the ability to interface with one or more payment processing facilities of a nature generally accepted in businesses providing retail services to enable secure and accurate processing of payments made by No Arrangement Users.
- (b) The TBO must have the ability to store and secure any credit card data of No Arrangement Users in compliance with the standards imposed by the Payment Card Industry Data Security Standard (**PCI DSS Compliance**).

### 6.3 Mailhouse

The TBO must have the ability to produce and transfer secure data files to an external mailhouse to enable generation of outbound notifications to No Arrangement Users including Compliance Notices.

### 6.4 Enforcement Agency & Vic Roads

- (a) The TBO must have the ability to provide files in the correct format for the secure exchange of:
  - (i) Vehicle Registered Operator Information with VicRoads; and
  - (ii) information relating to the registered owners of Vehicles registered in Australia but outside of Victoria with the relevant third party service provider.
- (b) The TBO must have the ability to store VicRoads' information and any interstate Vehicle registration authority's information in a manner that meets the privacy and security standards as agreed in writing with VicRoads or the relevant interstate Vehicle registration authority, as the case may be.
- (c) The TBO must have the ability to provide files in the correct format for the secure exchange with an Enforcement Agency of information concerning tolling offences committed under applicable Victorian laws in relation to the Freeway, as reasonably required to support associated infringement.

## 6.5 Debt Collection Agencies

The TBO must have the ability to provide files in the correct format for the secure exchange with one or more debt collection agencies, which is sufficient to enable transfer (in compliance with applicable privacy legislation and Privacy Codes) of Personal Information concerning users of the Freeway to that debt collection agency, for the purposes of debt recovery actions by that debt collection agency.

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## 7. Requirements for Tolling Completion

The State and Project Co acknowledge and agree that, for the purposes of achieving Tolling Completion in respect of the Tolling Works, Project Co is required to demonstrate that the TBO has the ability to:

- (a) construct Trips such that the relevant Trip is logically consistent with the topology of Toll Points on the Freeway;
- (b) ensure that the amount of tolls, fees and charges in respect of each Trip is calculated in accordance with the Toll Calculation Schedule and allocated in accordance with the Network Tolling Agreement;
- (c) ensure that the amount of tolls, fees and charges for Trips made under a WGT Day Pass or WGT/CML Day Pass are charged in accordance with the Toll Calculation Schedule and allocated in accordance with the Network Tolling Agreement;
- (d) construct Trips which involve travel through at least one Detection Zone on the Freeway such that the relevant Trip is logically consistent with the topology of Toll Points on the Freeway;
- (e) construct Trips which involve travel through at least one Detection Zone on the Freeway and at least one City Link Tollable Section on the Link such that the relevant Trip is logically consistent with the topology of Toll Points on the Freeway and City Link Tollable Sections on the Link and is charged in accordance with the Toll Calculation Schedule and City Link Toll Calculation Schedule;
- (f) ensure that no tolls or fees are levied in respect of any use of the Freeway by Exempt Vehicles (to the extent such Exempt Vehicles are identified to Project Co);
- (g) ensure that placard vehicles travelling on the Bolte Bridge are charged in accordance with the City Link Toll Calculation Schedule and/or a tolling strategy (as contemplated under the City Link Concession Deed) which is the subject of a then current approval of the State.
- (h) No Arrangement Travel is aggregated correctly on the Request for Payment and where required, the Further Request for Payment.

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## 8. Not used

## 9. Performance Specifications

Table D2.1 –Performance Metrics

Part D2 Clause Reference	Description of Function	Performance Metric
3.1(b)(i)	Receive all RSS message data and store the data within the TBO for further processing	99% of valid RSS messages received each month to be stored as a TBO database record within 4 hours of RSS detection timestamp
3.1(b)(i)	Availability of the RSS TBO interface	Unscheduled Downtime to be less than or equal to 1% of Available Uptime for each month. <b>Available Uptime</b> is calculated as the number of minutes in the relevant month. <b>Unscheduled Downtime</b> is calculated as the number of minutes during the relevant month for which the TBO is not able to receive or store RSS messages as described in section 3.1(b)(i) (leaving aside the reference to this Performance Metric).
3.1(g)	RSS – TBO Interface Alerts	The TBO must have the ability to raise an alert in respect of the relevant event within 5 minutes of the occurrence of the event.
3.1(f)	Recovery from RSS Backlog	The TBO must have sufficient processing capacity to successfully process any backlog of messages and images stored in respect of Trips occurring during the Outage, within a period following the Outage no longer than twice the period of that Outage, in addition to retaining its ability to process the usual volumes of messages and images. Eg. a 48 hour backlog must be capable of being cleared within 96 hours of the cessation of the Outage, in addition to retaining normal processing throughput. Any Outage of less than 4 hours is considered to be an Outage for a period of 4 hours.
3.2(c)	Automatically Identify Vehicle	From six months after the Date of Tolling Completion, the TBO will automatically identify a Vehicle with the correct Licence Plate Identifier and Licence Plate type at a rate of accuracy greater than 85% per month.
3.4(b)	Calculating Charge Toll Amounts	Trips must be rated in accordance with the Toll Calculation Schedule, so that the correct toll is charged to any relevant user of the Freeway for at least 99.98% of all Trips undertaken during each month as demonstrated by the performance of the existing tolling system as follows:  (a) the number of Trips in a month of which Project Co is aware (whether by customer complaint or otherwise)

Part D2 Clause Reference	Description of Function	Performance Metric
		<p>where tolls have been charged incorrectly; divided by</p> <p>(b) the total number of Trips in that month,</p> <p>multiplied by 100%.</p>
3.5(a)	Trips charged to a responsible entity	<p>For each month, the TBO must be able to perform such that:</p> <p>(a) 99% of Rated Trips for that month (for which all relevant tolling events are Tag Transactions that have been completed successfully, as determined in accordance with section 2.4 of Part H12A, but are not undertaken by No Arrangement Users) are included in an outbound MOU file within 2 Business Days after the date on which the first Tag Transaction involved in that Rated Trip was detected by the RSS;</p> <p>(b) 99% of Rated Trips for that month (for which a Tag Transaction has not been completed successfully, as determined in accordance with section 2.4 of Part H12A, but are not undertaken by No Arrangement Users) must be included in an outbound MOU file within 7 Business Days after the date on which the relevant Vehicle was first detected by the RSS in a Detection Zone as part of that Rated Trip; and</p> <p>(c) 99% of Rated Trips involving No Arrangement Travel must be included on a Compliance Notice which is issued to the No Arrangement User within 2 weeks after the first date of the travel period covered by the Compliance Notice.</p>
6.1	Processing FTO files	The TBO is required to be able to receive and process all inbound MOU files within 6 hours of receipt.



## Part E - Property and Land

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### 1. Property Access

- (a) Without limiting any other obligation of Project Co under the State Project Documents, Project Co's access to those properties identified in Table H15.1, Table H15.2 and Table H15.3 is subject to and conditional upon compliance with such conditions as are identified in Table H15.1, Table H15.2 and Table H15.3.
- (b) Project Co must do all things necessary to ensure that:
  - (i) subject to sections 1(b)(ii) to 1(b)(v), access, amenity and function is maintained to all properties at all times, including in accordance with any requirements in respect of access, amenity and function identified in Table H15.1, Table H15.2 or Table H15.3;
  - (ii) any reduction to the level of access to and egress from commercial properties during their normal trading hours is avoided where possible;
  - (iii) any reduction in the level of access to egress from or amenity or function of any property is minimised to the duration necessary to carry out the relevant construction related D&C Activities and is subject to a WTMP;
  - (iv) all permanent access to any property affected by the D&C Activities is restored, or relocated as agreed with the relevant property owner, including associated landscaping and restoration works, and temporary access arrangements removed, within seven Business Days of completing the activity requiring the temporary access measures or within such other time as agreed with the relevant property owner. The restored permanent access must be to a condition at least equivalent to that existing prior to the commencement of the relevant D&C Activities; and
  - (v) without limiting Project Co's obligations under this Agreement, the following notice is given to the owner and occupier of a property in respect of which access may be directly affected by construction related D&C Activities:
    - A. at least one month prior to commencement of such activities, an indicative schedule of when access will be restricted and the expected duration; and
    - B. at least ten Business Days prior to the commencement of such activity a notice containing:
      - 1) a full description of the relevant activities;
      - 2) the impact such activities are likely to have on the property including access to the property; and
      - 3) the 24 hour contact phone numbers through which the owner or occupier of the property may obtain further information or register complaints regarding the carrying out of the activities or the effect of the activities on or near the property.

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### 2. Fencing

- (a) Subject to section 2(b):

- (i) the Freeway must be protected by a fence that is designed and constructed to prohibit animals, pedestrians and vehicles from accessing the Freeway at locations other than authorised access points;
  - (ii) boundary fencing consistent with abutting land use must be provided between the Leased Area and abutting land, except where otherwise agreed by the State (acting reasonably); and
  - (iii) subject to section 2(g), a fence must be designed and constructed to meet the requirements of section 2(a)(i) and otherwise in accordance with VicRoads standard Type K between any shared use path and the Freeway traffic lanes or ramps.
- (b) A fence is not required where there is a noise wall which meets the requirements for the fence described in section 2(a), at the relevant location.
- (c) A new boundary fence may be required when:
- (i) there is no existing boundary fence; or
  - (ii) the existing boundary fence does not perform the functions as described in section 2(f).
- (d) Each section of new boundary fencing must:
- (i) be accurately located on the ground by cadastral survey on the Leased Area boundary as defined on the relevant survey plans;
  - (ii) not vary from the Leased Area boundary by more than 50mm, unless otherwise agreed by the State (acting reasonably);
  - (iii) be designed and constructed to reasonably prevent access by vehicles, persons or animals to the Leased Area at locations other than authorised access points;
  - (iv) be in a sound structural condition;
  - (v) be of uniform appearance and be maintained free from graffiti in accordance with the Code of Maintenance Standards, when viewed from:
    - A. the Freeway;
    - B. the shared use path as required by Part H6; or
    - C. areas of easily accessible public land identified in accordance with section 2(e).
  - (vi) provide a reasonable level of privacy to the property where the abutting land use is residential (having regard to the level of privacy enjoyed by the property prior to the commencement of construction of the Works) and be at least equivalent to the fence type specified in Table E.1; and
  - (vii) for private property fencing, be of no lesser standard than any removed fencing or the remainder of the property fencing.
- (e) The areas referred to in section 2(d)(v)C will be determined by a nominated representative of each of the State and Project Co following a joint inspection by both representatives once all fences and noise walls required by this Agreement have been constructed. The areas of easily accessible public land and the relevant fence

and noise walls will be recorded in the O&M Phase Management Plan and maintained in accordance with the Code of Maintenance Standards.

Table E.1 – Boundary Fence Types

Abutting Land Use	Fence Type
Residential	Treated pine paling fence. Minimum height 1.8m.
Other	Type K (refer to VicRoads standard drawings).

- (f) Each section of existing boundary fencing proposed to be used as the permanent boundary fence must:
- (i) be of a condition to reasonably prevent access by vehicles, persons or animals to the Leased Area at locations other than authorised access points;
  - (ii) be in a sound structural condition;
  - (iii) provide a reasonable level of privacy to the property where the abutting land use is residential (having regard to the level of privacy enjoyed by the property prior to the commencement of construction of the Works); and
  - (iv) not vary from the Leased Area boundary by more than 100mm, unless otherwise agreed by the State, acting reasonably.
- (g) Where a concrete safety barrier is required in accordance with this PSR between a shared use path and Freeway traffic lanes, the security fence must be a welded mesh fence erected on top of the concrete safety barrier.
- (h) Project Co must obtain the written consent of each relevant private property owner as to the type and dimensions of the fence to be installed on their property boundary.
- (i) Where Project Co is unable, despite using its best endeavours, to obtain the written consent from any property owner, Project Co must submit a monthly report to the State providing the following information for each such property:
- (i) how Project Co used its best endeavours to obtain the written consent of the property owner;
  - (ii) Project Co's proposed fencing for the property; and
  - (iii) the reasons why written consent has not been obtained.
- (j) Within ten Business Days of receiving the report, the State will in respect of each property included in the report, unless Project Co subsequently receives the written consent of the property owner, either:
- (i) procure the agreement of the property owner to Project Co's proposed fencing; or
  - (ii) direct Project Co to comply with a fencing proposal for the property (which may include such amendments to address issues raised by Project Co or the property owner as the State considers appropriate having regard to the requirements of Table E.1).

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### **3. Demolition and Salvaged Materials**

- (a) The following salvaged materials which have been removed from their in-situ state within the Project Area remain the property of the relevant Facility Owner unless otherwise agreed by the Facility Owner:
  - (i) bluestone paving and kerbing;
  - (ii) train rails, sleepers and electrical infrastructure; and
  - (iii) all other salvaged materials, the retention of which constitutes a usual requirement of the Facility Owner.
- (b) Unless otherwise agreed with the Facility Owner, Project Co must, for a minimum period of one month, make the salvaged material available for collection in a manner and location to facilitate easy loading and transport by the Facility Owner.

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### **4. Condition of Land**

- (a) Subject to section 4(b), any property affected by the D&C Activities, to the extent that such property does not comprise part of the Freeway or the Returned Works must, following the carrying out and completion of the relevant D&C Activities:
  - (i) be re-instated to at least the standard it was in; and
  - (ii) provide the same functionality that existed,immediately prior to the commencement of the D&C Activities by Project Co on that property, unless otherwise agreed with the relevant property owner.
- (b) Nothing in section 4(a) restricts or affects Project Co's right or obligation to remove infrastructure on, or make improvements to, such land to the extent authorised or required by this Agreement.
- (c) Where Project Co seeks to rely on an agreement with a property owner in accordance with section 4(a), a copy of the agreement with the relevant property owner must be provided to the State and the IREA within 20 Business Days.
- (d) Project Co is to undertake condition surveys of land immediately prior to commencement of any D&C Activities for all areas of land that are included in the Licensed Construction Area but will not be included in the Leased Area. A copy of the surveys are to be provided to the State and any Facility Owner within one month of completion of the survey.

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## **5. Land Availability**

### **5.1 Roads**

- (a) Subject to section 5.1(b), before Project Co occupies the West Gate Freeway or any Roads (excluding CityLink) identified in the Land Availability Plans, Project Co must use its best endeavours to agree to a maintenance plan with the Relevant Road Authority for the West Gate Freeway or other relevant area affected by the D&C Activities which identifies:
  - (i) the discrete area in respect of which access is required;
  - (ii) Project Co's maintenance obligations with respect to that discrete area and the assets located on that discrete area;

- (iii) the condition of the assets within and, where appropriate, adjacent to, the discrete area;
  - (iv) the routine inspections to be undertaken to the discrete area;
  - (v) the date from which Project Co will assume maintenance responsibility of the discrete area;
  - (vi) solely in respect of Roads and parts of the West Gate Freeway which are not within the Leased Area, the process by which Project Co will return maintenance responsibilities of the discrete area of the Road or such parts of the West Gate Freeway to the Facility Owner in accordance with this Agreement; and
  - (vii) the names and contact information of a representative from Project Co and the Relevant Road Authority.
- (b) Project Co acknowledges that:
- (i) its occupation in respect of the whole extent of the West Gate Freeway (as defined in Part H22) must commence on; and
  - (ii) Project Co will assume maintenance responsibility of the West Gate Freeway (as defined in Part H22) from,
- the date set out in section 7 of Part H22.
- (c) Where Project Co is unable, despite using its reasonable endeavours, to agree a maintenance plan with the Relevant Road Authority within 20 Business Days of first contacting that Relevant Road Authority, Project Co must submit a report to the State:
- (i) demonstrating how it used its reasonable endeavours to agree a maintenance plan;
  - (ii) detailing Project Co's proposed maintenance plan; and
  - (iii) detailing the reasons known to Project Co why agreement was not able to be reached.
- (d) Within ten Business Days of receiving the report under section 5.1(c) the State must either, unless Project Co and the Relevant Road Authority subsequently agree a maintenance plan:
- (i) procure the agreement of the Relevant Road Authority to Project Co's proposed maintenance plan; or
  - (ii) direct Project Co to comply with a maintenance plan (which may include such amendments to address issues raised by Project Co or the Relevant Road Authority as the State considers appropriate).
- (e) Prior to accessing the West Gate Freeway or relevant discrete area identified under section 5.1(a), a maintenance plan must be in place (either agreed between Project Co and the Relevant Road Authority or as directed by the State) in accordance with section 5.1(d)(ii).
- (f) Project Co must comply with any maintenance plan agreed or directed under this section 5.1.

- (g) Project Co must keep records of all maintenance activities undertaken on the relevant area affected by the D&C Activities and regularly submit them to the Relevant Road Authority and the State, including upon completion of the Works on that area.

## 5.2 [Not Used]

## 5.3 [Not Used]

## 5.4 [Not Used]

## 5.5 Underground Strata Land

The upper limit of the land identified as "Tunnel Stratum" in the Land Availability Plans related to land above the Tunnels is:

- (a) 15 metres below the natural surface for all privately owned property; and
- (b) 5 metres below the natural surface for all other land as set out in Part H16.

## 5.6 Temporary Works Areas

No part of the West Gate Tunnel (except works within the stratum Leased Area associated with the Tunnels), the Utility Infrastructure or the Maintained Off-Freeway Facilities may be located on those areas identified as "Temporary Works Areas" on the Land Availability Plans.

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## 6. Survey Plans

Survey plans must be provided by Project Co which must:

- (a) be used by Project Co as the basis for preparation of the Lease Plans, the maintenance plans and road gazettal and authorised access point gazettal plans;
  - (b) be provided to the State for review and approval at least four months prior to the expected Date of West Gate Tunnel Completion, unless otherwise agreed by the State;
  - (c) identify all boundaries (including new boundaries) of different land types;
  - (d) be produced by a licensed surveyor and comply with VicRoads standards;
  - (e) be signed by VicRoads Proper Officer (pursuant to the *Survey Co-ordination Act 1958* (Vic)); and
  - (f) identify any surplus land (e.g. land in the Project Area but not in the Leased Area),
- (Survey Plans).

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## 7. Leased Area Plans

- (a) Without limiting clause 6 of this Agreement, Project Co must produce a Certified Lease Survey Plan office plan (**OP**) and West Gate Tunnel Lease Plan which must:
  - (i) be provided in Type 2, Type 4 and Type 5 formats as defined in Table E.3; and
  - (ii) be provided in an OP format acceptable to both the State and the Surveyor-General;

- (iii) be produced by a licensed surveyor and provided to the State for review and approval at least two months prior to the expected Date of West Gate Tunnel Completion, unless otherwise agreed by the State; and
- (iv) be provided as a fully dimensioned plan that defines the boundary of the Leased Area in accordance with the guidelines published by the Office of the Surveyor General.

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## **8. Road and Authorised Access Points Gazettal Plans**

- (a) Road and authorised access points gazettal plans must be provided to enable:
  - (i) any part of existing Roads that are realigned or relocated outside of the existing road reserve during construction to be declared; and
  - (ii) the Freeway and Roads to be declared.
- (b) The road and authorised access points gazettal plans must:
  - (i) be provided:
    - A. to the State as a condition precedent to West Gate Tunnel Completion, at least two months prior to the expected Date of West Gate Tunnel Completion unless otherwise agreed by the State; and
    - B. in a form agreed by VicRoads;
  - (ii) be produced in consultation with the Relevant Road Authority for each Road and with VicRoads for the Freeway;
  - (iii) be produced in all format types as defined in Table E.3;
  - (iv) be agreed by the State; and
  - (v) identify segments and points for the whole of the boundary of each road declaration which must be either:
    - A. a boundary line within a Survey Plan; or
    - B. a defined point within a Survey Plan.

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## **9. Maintenance Area Plans**

- (a) Maintenance Area Plans must be produced to identify the Facility Owner responsible for maintenance in the vicinity of the Maintenance Areas and at Freeway interchanges.
- (b) The Maintenance Area Plans must:
  - (i) be in accordance with clause 6 of this Agreement;
  - (ii) be provided:
    - A. to the State and any relevant Facility Owner (excluding CityLink) as a condition precedent to West Gate Tunnel Completion or Handback of the Returned Facility (as the case may be);

- B. on a photogrammetric base which identifies the completed Works; and
  - C. in Type 2, Type 4 and Type 5 formats as defined in Table E.3;
- (iii) to the extent that the Maintenance Area is a Road, be produced in consultation with the Relevant Road Authority for the relevant Road.

## 10. Plan Types

Table E.3 – Plan Formats

Format Type	Definition
1	Electronic .pdf format fully text searchable and selectable
2	Electronic .pdf format with image selectable
3	Electronic CAD as described in section 14.2 of Part F6
4	Electronic GIS as described in section 14.3 of Part F6
5	Printed

## 11. Progressive Development

Within 12 months of commencement of the Works, Project Co must produce a schedule showing how the plans identified in sections 6 to 9 will be prepared and progressively developed.

## 12. GIS Data

- (a) The latest version of the data identified in Table E.4 must be provided to the State at the times identified so as to present an overall consolidated view of the design.
- (b) The GIS data must consist of:
  - (i) a file for each of the elements;
  - (ii) a consolidated merged GIS file (in format of GIS platform) for all elements with attributes that ensure display, colours, symbolisation and printing of elements is consistent with the digital CAD and PDF files provided;
  - (iii) Geographical coordinate set: Geocentric Datum of Australia 1994 (GDA 94);
  - (iv) Map projection: Map Grid of Australia 19914 (MGA 94), Zone 55.

Table E.4 - GIS Data

Element	When required	Field(s)
<b>Design Data</b>		
Lip of Kerb	Within three months after Financial Close, then every six months up to the Date of West Gate Tunnel	Status of design
Lane Lines		Status of design



Element	When required	Field(s)
Top of batter	Completion and as a condition precedent to Close-Out	Status of design
Bottom of batter		Status of design
Edge of shared use paths and footpaths		Status of design
Noise walls, fencing and barriers		Status of design
		Type <sup>(1)</sup>
		Height (m)
Retaining walls		Status of design
New buildings		Status of design
All other civil design elements	Status of design	
Leased Area	See section 7	n/a
Road and Authorised Access Points Gazettal Plans	See section 8	n/a
<b>Emergency Services Telecommunications Authority (ESTA) Data</b>		
As-Designed Highway Configuration	Six months prior to the expected Date of West Gate Tunnel Completion	To ESTA requirements
After Construction Actual Road Geometry	Prior to the expected Date of West Gate Tunnel Completion and when changed thereafter	To ESTA requirements
Shared User Pathway(s)	Six months prior to the expected Date of West Gate Tunnel Completion and when changed thereafter	To ESTA requirements
<sup>(1)</sup> Type must be a number representing a specific form (eg 1=concrete noise wall, 2=chain mesh fence, etc).		

- (c) The Design Data in Table E.4 must be delivered to the State on CD or other agreed method.
- (d) The ESTA data in Table E.4 must be:
- (i) delivered to the State and ESTA; and
  - (ii) delivered on CD or other method agreed by ESTA and Project Co.

## Part F - Process Requirements

### Part F1 - Business Management Strategy, Project Plans and O&M Manuals

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#### 1. Introduction

##### 1.1 Business Management Strategy

- (a) The intended purpose of the Business Management Strategy is to describe Project Co's strategies and policies to carry out the Project, including to:
  - (i) ensure that the Relevant Infrastructure and the Project Activities comply with the requirements of the State Project Documents; and
  - (ii) demonstrate that Project Co has the understanding, capacity and capability at all times to carry out the Project Activities in accordance with the State Project Documents.
- (b) The Business Management Strategy must not be amended unless:
  - (i) it is necessary to do so to comply with the State Project Documents, including as a result of a Modification; or
  - (ii) it is otherwise appropriate to do so,and the State agrees to the amendment (such agreement not to be unreasonably withheld).
- (c) The Business Management Strategy must set out the manner in which Project Co will deliver the Project Activities in accordance with this Agreement including in relation to:
  - (i) providing a strategic business framework for the control, coordination and integration of all other plans;
  - (ii) Project Co's obligations at Law (including under the Road Management Act);
  - (iii) internal management and operation of Project Co;
  - (iv) an outline of strategic business objectives and key success indicators;
  - (v) how Project Co will commit to a partnership approach with the State;
  - (vi) the approach proposed to ensure that a single point of accountability is maintained throughout the life of the Project between:
    - A. the State; and
    - B. Project Co (on behalf of Project Co and its Subcontractors),including the proposed strategy for managing Subcontractor issues prior to the presentation of those issues to the State;
  - (vii) management of the D&C Subcontractor;
  - (viii) management of OpCo;

- (ix) management of any other Key Subcontractors or Subcontractors;
  - (x) co-ordination of the D&C Subcontractor and OpCo during the D&C Phase, including:
    - A. to ensure that OpCo is involved in relevant design issues affecting whole of life considerations and the ongoing operation and maintenance of the Project; and
    - B. managing the interface between the D&C Subcontractor and OpCo including in relation to West Gate Tunnel Completion;
  - (xi) management of West Gate Tunnel Completion activities generally; and
  - (xii) Project Co's construction performance regime during the D&C Phase.
- (d) The Business Management Strategy must also include the following sections:
- (i) Traffic Management - this section must set out the manner in which Project Co will manage traffic during both the D&C Phase and the O&M Phase in accordance with this Agreement, including in relation to:
    - A. overall lane use strategy;
    - B. management of the interface with Relevant Road Authorities;
    - C. maximising the efficiency of the Freeway and the surrounding road network and:
    - D. maintaining the efficiency of the Freeway and the surrounding road network including:
      - 1) public transport interfaces; and
      - 2) pedestrian and bicycle movements.
  - (ii) Environmental Management – this section must set out the manner in which Project Co will address the Environmental Management Framework, all Environmental Requirements, relevant Approvals, any conditions of those Approvals and the PSR. The Environmental Management section must set out the manner in which Project Co will develop the Environmental Management Strategy to respond to the above requirements and incorporate an Environmental Management System;
  - (iii) Sustainability Management - this section must set out the manner in which Project Co will establish procedures and targets for overall sustainability objectives for the Project;
  - (iv) Quality Management – this section must set out the manner in which Project Co will deliver and operate the Project in accordance with the Standards and this Agreement;
  - (v) Safety Management – this section must set out the manner in which Project Co will safely deliver and operate the Project in accordance with this Agreement;
  - (vi) Communications and Community Engagement – this section must set out the manner in which Project Co will comply with the communications and community engagement requirements of this Agreement, including those

obligations to keep the community informed in relation to the Project and the Project Activities; and

- (vii) Interface Management – this section must set out the manner in which Project Co will manage the interfaces applicable to the delivery of the Project and comply with the interface management requirements of this Agreement, including:
  - A. identification of relevant interfaces and affected stakeholders; and
  - B. the processes by which these interfaces will be managed.

The Business Management Strategy, as at the date of this Agreement, is attached in Part K.

## **1.2 Project Plans and O&M Manuals**

- (a) The intended purposes of the Project Plans and O&M Manuals are to:
  - (i) demonstrate to the State and, where applicable, the IREA how Project Co will meet its obligations under the State Project Documents in relation to the Project Activities;
  - (ii) identify the processes that Project Co will adopt for the management of the D&C Activities and O&M Activities respectively; and
  - (iii) document the management accountabilities for ensuring effective implementation of such processes.
- (b) The parties acknowledge and agree that, except for the Design Management Plan and the Completion and Commissioning Plan, the D&C Phase Project Plans required under this Part F1 of the PSR are not required to address the Tolling Works.
- (c) The preliminary Project Plans are attached in Part K.

## **1.3 Obligation to prepare, update and submit Project Plans and O&M Manuals**

- (a) The Project Plans and O&M Manuals must be:
  - (i) prepared and updated in accordance with this Part F1;
  - (ii) submitted to the State and the IREA for review (except for the Code of Maintenance Standards which must be submitted to the State only for review) in accordance with the Review Procedures;
  - (iii) prepared in accordance with all Environmental Requirements, relevant Approvals and conditions on those Approvals prior to being submitted pursuant to this section 1.3; and
  - (iv) as required by any Approval or Approval condition, submitted to the Victorian Minister for Planning or any other Minister of State in accordance with the Review Procedures.

## **1.4 Minimum requirements**

- (a) The Project Plans and O&M Manuals must, as a minimum:
  - (i) be consistent with the Business Management Strategy; and

- (ii) where there is a relevant preliminary Project Plan, be consistent with, and not limit or reduce the requirements or obligations of Project Co under, the relevant preliminary Project Plan,

except where it is otherwise necessary to comply with the State Project Documents or as otherwise agreed by the State in writing (such agreement not to be unreasonably withheld or delayed);

- (b) Compliance by Project Co with its obligations under this section 1.4 is not evidence of compliance by Project Co with its other obligations under the State Project Documents and does not ensure that Project Co will fulfil all of the requirements of the State Project Documents.

## **1.5 Periodic updating of Project Plans and O&M Manuals**

- (a) Each Project Plan and O&M Manual must be reviewed and, where necessary, updated:
  - (i) throughout the period identified in Column 3 of Table F1.1 and Table F1.2;
  - (ii) subject to sections 1.6 and 1.7, at a frequency no less than the frequency specified for each Project Plan and O&M Manual in Column 4 of Table F1.1 and Table F1.2; and
  - (iii) where otherwise required by this Agreement or where the Project Plans and O&M Manuals do not comply with the State Project Documents.

## **1.6 Event Updates of Project Plans and O&M Manuals**

- (a) Without limiting section 1.5, Project Co must take into account events or circumstances including where:
  - (i) any Modification has been implemented;
  - (ii) a Change in Mandatory Requirements with which Project Co must comply has occurred;
  - (iii) subject to section 2.1(a) of Part A, any relevant change in Best Industry Practice has occurred;
  - (iv) any additional Approvals have been obtained or existing Approvals varied (including to take into account the conditions of any additional Approvals);
  - (v) new phases or stages of design or construction as shown in the D&C Program have commenced;
  - (vi) the current Project Plan or O&M Manual:
    - A. does not adequately address the matters it is intended to address (including on the basis of the results of an audit performed under section 1.9(a)(i)); or
    - B. does not provide for accurate measurement of KPI performance; or
  - (vii) any rectification of a Defect occurs,

and Project Co must review and, where necessary, update the Project Plans and O&M Manuals to the extent that the relevant event or circumstance will materially change the manner in which Project Co carries out the Project Activities.

## **1.7 Updates of Project Plans and O&M Manuals at the State's Request**

- (a) If at any time, Project Co has not updated any Project Plan or O&M Manual in accordance with the requirements of sections 1.5 and 1.6, the State may by notice request that the relevant Project Plan or O&M Manual is amended or updated specifying:
  - (i) the reasons why the Project Plan or O&M Manual is required to be updated; and
  - (ii) the time within which such amendment or updating must occur (which must be reasonable, having regard to the amount of work likely to be required).
- (b) Upon receipt of a notice under section 1.7(a), Project Co must either:
  - (i) provide written advice to the State as to why Project Co considers that the Project Plan or O&M Manual is in accordance with the requirements of this Agreement and does not need updating or amending; or
  - (ii) amend or update the Project Plan or O&M Manual to address the issues identified in the State's notice under section 1.7(a) and:
    - A. submit the amended or updated Project Plan or O&M Manual to the State and the IREA for review (except for the Code of Maintenance Standards which must be submitted to the State only for review) in accordance with the Review Procedures within the time specified in the State's notice under section 1.7(a)(ii); and
    - B. where required by any Approval or Approval condition, submit the amended or updated Project Plan or O&M Manual to the Victorian Minister for Planning or any other Minister of the State, after review by the State and the IREA (where applicable) in accordance with the Review Procedures.

## **1.8 Notification**

Without limiting sections 1.5 and 1.6, Project Co must promptly notify the State and the IREA of any proposed change to a Project Plan or O&M Manual (except for any proposed changes to the Code of Maintenance Standards which must be notified to the State only) and the amended Project Plan or O&M Manual (except for the amended Code of Maintenance Standards which must be submitted to the State only) must be submitted to the State and the IREA within five Business Days of such notice for review in accordance with the Review Procedures.

## **1.9 Audit and Monitoring**

- (a) Project Co must:
  - (i) regularly audit its compliance with each Project Plan and O&M Manual;
  - (ii) invite representatives of the State and the IREA to be present during such audits;

- (iii) assist the IREA to conduct regular (which at a minimum, must be conducted at the frequency as specified in the Environmental Requirements) audits of compliance with the Environmental Management Strategy (during both the D&C Phase and O&M Phase), the CEMP (during the D&C Phase) and the OEMP (during the O&M Phase after the Last DLP);
  - (iv) upon expiration of the term of the IREA, engage a suitably qualified environmental auditor who is independent of Project Co (**Environmental Auditor**) to conduct regular audits of compliance with the OEMP (during the O&M Phase) at least at the frequency as specified in the Environmental Requirements;
  - (v) deliver copies of each audit report prepared in accordance with this section 1.9 to the State and the IREA within ten Business Days of its completion; and
  - (vi) permit the IREA and the State to conduct monitoring and testing of any aspect of the Project Activities to the extent permitted under clause 13.3 of this Agreement.
- (b) Without limiting this section 1.9 or Part F3, Project Co must engage a suitably qualified health and safety auditor who is independent of Project Co and approved by the State (such approval not to be unreasonably withheld) to:
- (i) perform an initial audit of the Health and Safety Management Plan prior to Project Co submitting the Health and Safety Management Plan to the IREA and the State, to ensure that:
    - A. when implemented, the Health and Safety Management Plan will comply with the requirements of the OHS Legislation and this Agreement; and
    - B. relevant control measures are put in place to eliminate and, if this is not reasonably practicable, reduce the health and safety risks associated with the Works and Project Activities, and
  - (ii) perform an audit 3 months after commencement of the Works and further audits at intervals not exceeding 6 months thereafter, to ensure that the Works and Project Activities are being undertaken in compliance with the Health and Safety Management Plan; and
  - (iii) provide a copy of an audit report within 10 Business Days of completion of the audits contemplated in sections 1.9(b)(i) and 1.9(b)(ii) above to Project Co.
- (c) Project Co must, as soon as reasonably practicable:
- (i) develop and provide to the State an action plan to address any non-conformances or opportunities for improvement as identified in the audit reports under section 1.9(b)(iii); and
  - (ii) implement the action plan and provide evidence of closing actions to the satisfaction of the State (acting reasonably).

## 1.10 Obligation to comply

- (a) The Project Activities must be carried out in accordance with:

- (i) the Business Management Strategy; and
- (ii) the Project Plans and O&M Manuals,

as approved in accordance with this Part F1, unless to do so would result in a breach or non-compliance with a State Project Document, in which case, Project Co:

- (iii) will be entitled to depart from the Business Management Strategy, Project Plans and O&M Manuals (as applicable) to the extent necessary to ensure compliance with the relevant State Project Document; and
  - (iv) must where reasonably practicable to do so, provide prior notification of the departure to the State and where not reasonably practicable to provide prior notification, provide notification of the departure to the State as soon as is reasonably practicable.
- (b) A notification to the State pursuant to section 1.10(a)(iv) must include:
- (i) an explanation as to why the departure was necessary; and
  - (ii) any proposed amendments to the relevant Business Management Strategy, Project Plans and O&M Manuals (as applicable).

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## **2. Project Plans and O&M Manuals**

### **2.1 D&C Phase Project Plans**

- (a) The parties acknowledge and agree that the D&C Phase Project Plans only apply during the D&C Phase.
- (b) Project Delivery Management Plan
  - (i) The Project Delivery Management Plan must identify the procedures, processes and management systems that will apply in relation to the D&C Activities. As a minimum, the Project Delivery Management Plan must:
    - A. define an organisational structure for the D&C Subcontractor that identifies the key positions, roles, and the minimum skills and experience required for each position;
    - B. provide a framework for how the Works will be divided and delivered in separate construction zones;
    - C. outline the classification system of Asset types to be used in the Asset Inventory required by section 5(b) of Part D1, and numbering protocol to be used to uniquely identify each Asset;
    - D. describe policies and processes that are proposed to ensure:
      - 1) effective input from OpCo into design and construction so as to optimise implementation of whole of life considerations;
      - 2) effective consultation with Facility Owners to facilitate efficient commencement of construction, progressive completion of Returned Works and Handback of Returned Facilities; and
      - 3) compliance with the requirements of Part F5; and



- E. describe strategies and procedures for:
- 1) managing risk;
  - 2) managing industrial relations;
  - 3) maximising local industry participation;
  - 4) providing a sustained vocational training culture;
  - 5) obtaining all necessary Approvals (other than Key Approvals); and
  - 6) schedule management and cost control.

(c) Design Management Plan

The Design Management Plan must:

- (i) identify how Project Co proposes to ensure that the D&C Subcontractor will comply with the design requirements of this Agreement;
- (ii) provide within the organisational structure of the D&C Subcontractor the key position roles and the minimum skills and experience required for each position in the D&C Subcontractor's design team, including its subcontractors, its design verifiers and the position of Proof Engineer;
- (iii) include a design program to ensure that the Design Documentation is submitted in package sizes and timings that are reasonable and manageable to enable the State, IREA and/or Facility Owner to carry out their obligations and respond within required timeframes in accordance with this Agreement; and
- (iv) include processes and allocation of responsibilities that are proposed to ensure that:
  - A. the Preliminary Design Documentation complies with section 2.2 of Part F5;
  - B. the Certified Design Documentation complies with section 2.4 of Part F5; and
  - C. the documentation, certification and notification of proposed changes to IFC Design Documentation comply with section 2.5 of Part F5.

(d) Construction Management Plans

The Construction Management Plans must:

- (i) provide:
  - A. a framework for delivery of components of the Works within each construction zone including an outline of the Construction Packages required within the zone;
  - B. construction methodologies for each major construction stage and or key activity;

- C. proposed contracting arrangements for key subcontractors and suppliers; and
- D. forecast construction risks and impacts including noise, vibration and other community impacts and proposed mitigation measures;

for each of the construction zones outlined in the Project Delivery Management Plan;

- (ii) include procedures for:
  - A. the monthly updating of the D&C Program and the monthly progress summary required by Part F2; and
  - B. the development and approval of Construction Documentation complying with section 2 of Part F6;
- (iii) include procedures in relation to survey and condition monitoring;
- (iv) include procedures to ensure progressive closure of As-Built Records in accordance with section 11 of Part F6;
- (v) include:
  - A. records management indexing protocols that will enable referencing of all design and construction records back to Construction Packages, and Construction Packages to Asset, work type and location;
  - B. a schedule of Construction Packages which complies with section 1.1 of Part F2; and
  - C. a protocol (which must be agreed with the State) for notification of incidents.

(e) Construction Quality Management Plan

The Construction Quality Management Plan must:

- (i) comply with AS/NZS ISO 9001:2015 Quality Management Systems – Requirements;
- (ii) nominate and define the responsibility and authority of a management representative (**Construction Quality Representative**) who has responsibility for ensuring that the requirements of the Construction Quality Management Plan are implemented and maintained;
- (iii) define the responsibility, authority and reporting function of personnel primarily responsible for quality assurance, including the name, qualification and scope of each Nominated Authority for the release of Hold Points;
- (iv) describe procedures:
  - A. to coordinate and implement quality assurance functions across all Project Plans including:
    - 1) audit and surveillance;

- 2) notification of Hold Points and witness points and release of Hold Points;
    - 3) notification and control of Non-Conformances; and
    - 4) corrective action and process improvement; and
  - B. which define the scope, format and indexing of final As-Built Records and of Design Documentation; and
- (v) in addition to section 2.1(e)(iv), describe procedures that provide:
  - A. the IREA with reasonable notice of:
    - 1) Hold Points prior to their release; and
    - 2) witness points;
  - B. a mechanism for the IREA to nominate additional Hold Points and witness points for inclusion in the ITPs and Construction Procedures at any time during the D&C Activities; and
  - C. access for the IREA to attend the release of any Hold Point or witness point.
- (f) The Nominated Authority must:
  - (i) have knowledge of the Design Documentation relevant to the release of the relevant Hold Point;
  - (ii) not be involved in the day-to-day supervision of the D&C Activities; and
  - (iii) physically inspect the Works and the completed quality assurance documents to verify compliance with the Design Documentation before releasing the Hold Point.
- (g) Workplace Relations Management Plan
 

The Workplace Relations Management Plan must comply with the Building Code 2013 (Cth) (Building Code).
- (h) Construction Traffic Management Plan
 

The Construction Traffic Management Plan must:

  - (i) demonstrate how traffic will be managed throughout the D&C Phase to ensure:
    - A. traffic flow is optimised whilst providing a safe environment for all vehicles, cyclists, pedestrians, public transport users and construction personnel, with clear and accurate information for all users; and
    - B. compliance with the Road Management Act, the Worksite Safety Traffic Management Code of Practice under the Road Management Act and this Agreement;

- (ii) include area strategies for proposed traffic management arrangements for each interchange or other location where vehicles, cyclists, pedestrians and public transport may be affected;
- (iii) be supported by traffic data and analysis to demonstrate that traffic impacts will be minimised and showing the proposed staging provisions for:
  - A. temporary traffic and pedestrian routes;
  - B. managing restricted lane widths;
  - C. construction clear zones; and
  - D. property access arrangements;
- (iv) address the Environmental Requirements and the requirements of any relevant Approval;
- (v) include procedures and responsibilities for managing and reporting traffic accidents and incidents;
- (vi) include procedures and responsibilities for:
  - A. preparing, reviewing and updating the WTMPs in accordance with section 7 of Part F6;
  - B. traffic analysis to verify the adequacy of any WTMP;
  - C. meeting all relevant timing and submission requirements for WTMPs;
  - D. development and implementation of communications requirements;
  - E. training and induction to ensure that relevant personnel, including subcontractors, are aware of the requirements of the WTMPs; and
  - F. implementing, auditing and adjusting the WTMPs;
- (vii) show any changes to the proposed arrangements for staging the Works, including Temporary Works, and for managing traffic;
- (viii) provide an overall lane use strategy;
- (ix) detail framework for management of the interface with Relevant Road Authorities;
- (x) maximise the efficiency of the surrounding road network;
- (xi) minimise construction and operations impacts associated with:
  - A. traffic movements in peak periods;
  - B. traffic movements in off-peak periods;
  - C. public transport interfaces;

- D. pedestrian and bicycle movements;
  - E. access to local road network;
  - F. access to properties and facilities;
  - G. access for tenants and users of the Port of Melbourne; and
  - H. parking management for local community and construction workforce.
- (xii) provide a commitment and strategy for maintaining the current capacity (number of lanes during peak periods) during construction on the roads as identified in Part H22.
- (i) Construction Environmental Management Plan
- The CEMP must:
- (i) be consistent with and meet, as a minimum, all the requirements of the Key Approvals, the Environmental Requirements and the State Project Documents;
  - (ii) include procedures and allocation of responsibilities for:
    - A. the preparation and distribution of audit reports prepared in accordance with Part H21 and any other Environmental Requirements, including audit reports assessing compliance with the CEMP;
    - B. the development, implementation, reviewing, updating and monitoring of site or activity specific WEMPs; and
    - C. the management of non-conformances with the CEMP, the Key Approvals or Environmental Requirements, including correction and prevention of such non-conformances;
  - (iii) detail noise and vibration mitigation measurements to be taken during construction;
  - (iv) outline air and water quality measures to be taken during construction;
  - (v) include procedures for managing environmental matters and incidents including:
    - A. notifications to Project Co management, site staff, Subcontractors, EPA, Emergency Services and the State;
    - B. location of on-site information on hazardous materials and dangerous substances; and
    - C. procedures for spill containment;
  - (vi) include the plans required by AQP6, EMP2 (excluding the OEMP) and NVP7 of Part H21;
  - (vii) address the requirements of any relevant Approval;

- (viii) address any specific environment-related conditions of access set out in Part H15;
- (ix) include a site induction and training plan which:
  - A. ensures that all personnel, including subcontractors, are familiar with relevant plans and emergency/incident response procedures; and
  - B. ensures systematic recording of required training and training undertaken;
- (x) be developed and updated to ensure that the role of the Environmental Representative remains the responsibility of Project Co;
- (xi) define the activity to be managed and the potential environmental impacts to be controlled;
- (xii) define responsibilities for developing and implementing the CEMP, verifying compliance with the CEMP before construction commences and monitoring the effectiveness of the CEMP during construction;
- (xiii) incorporate any additional reasonable requirements of any relevant Authorities;
- (xiv) be developed, implemented and maintained in accordance with AS/NZS ISO 14001; and
- (xv) include the Groundwater Management Plan.

(j) Health and Safety Management Plan

The Health and Safety Management Plan must identify how compliance with all legislative and Project specific occupational health and safety requirements will be achieved during the execution of the Project Activities. The Health and Safety Management Plan must comply with the Building Code and must address:

- (i) its approach to protection of people and property;
- (ii) health and safety policy;
- (iii) approach to safety and safety management including hazard identification and risk analysis and assessment;
- (iv) induction of all workers before they commence on Site and task specific induction and tool box processes;
- (v) work processes for safe systems of work;
- (vi) safe work method statements;
- (vii) safety risk management process;
- (viii) health and safety training and competency requirements;
- (ix) safety reporting and statistics;
- (x) accident and incident reporting, management and investigation including corrective actions;

- (xi) a safety monitoring and auditing program;
- (xii) safe management of plant and equipment;
- (xiii) vehicle safety and compliance with the requirements of the *Heavy Vehicle National Law Application Act 2013*;
- (xiv) the resourcing, roles and responsibilities required to implement the Health and Safety Management Plan, including, an OHS manager and an adequate number of health and safety professionals, employed full time, and with appropriate experience and competence; and
- (xv) the requirement for a safety culture program to foster a proactive safety culture including:
  - A. requirements for attendance and participation in safety strategy and culture workshops convened in respect of the Project; and
  - B. identification of how the culture will be developed and maintained, lead indicators, planned strategic activities, role-specific safety accountabilities and deliverables from senior leaders.

(k) Construction Communications and Community Engagement Plan

The Construction Communications and Community Engagement Plan must identify how motorists, local communities and other stakeholders will be kept informed of planned D&C Activities (including road closures and changes in traffic conditions) and of progress of the D&C Activities. The Construction Communications and Community Engagement Plan must also:

- (i) comply with all requirements in Part G and Part H21 (in relation to communications and community engagement during the D&C Phase);
- (ii) provide for the appointment of a communications and community relations representative; and
- (iii) include procedures to:
  - A. record, monitor and report on enquiries concerning D&C Activities;
  - B. build and maintain effective relationships with local communities;
  - C. record, monitor and report on public enquiries;
  - D. respond in a timely and sensitive manner to matters which are of interest or concern to the community including:
    - 1) Project design;
    - 2) significant milestones;
    - 3) changed traffic conditions; and
    - 4) construction activities;

- E. develop protocols for media management and liaise with the State on key milestones and opportunities for Project promotion related to the D&C Activities;
- F. address instances where the D&C Activities result in material impacts on the transport network;
- G. address incidents occurring in the Construction Areas which impact on the transport network operations;
- H. deal with complaint resolution including escalation beyond Project Co;
- I. organise Site visits and opening events; and
- J. promote the Project and its benefits.

(l) Emergency Risk Management Plan

- (i) An Emergency Risk Management Plan must be prepared on the basis that the Freeway (or part thereof) is to be declared as an 'essential service' under the *Emergency Management Act 2013 (Vic)*, as amended from time to time.
- (ii) The Emergency Risk Management Plan must include:
  - A. the overall approach to the response and management of emergency scenarios, incidents and evacuation planning, including the management and coordination of notifiable incidents as defined under the OHS Legislation;
  - B. requirements for participation in an emergency response and incident management workshop with the State; and
  - C. the strategies, processes, procedures and responses to be implemented in accordance with the requirements of and prepared in accordance with the *Emergency Management Act 2013 (Vic)* and the *Emergency Management (Critical Infrastructure Resilience) Regulations 2015 (Vic)*, as amended from time to time.

(m) Completion and Commissioning Plan

The Completion and Commissioning Plan must include:

- (i) planned dates for progressive completion and Handback of Returned Works;
- (ii) processes and systems that will be used to monitor all completion and commissioning activities, including closure of Defects;
- (iii) a detailed scope of completion and commissioning tests which must be carried out prior to the Date of West Gate Tunnel Completion, Tolling Completion and Close-Out respectively and, where applicable, the sequence of such tests;
- (iv) any Approvals or acceptances required from relevant Authorities, including Emergency Services; and



- (v) the requirements for safety audits.
- (n) Interface Management Plan
- (i) identify interfaces and affected stakeholders;
  - (ii) outline how Project Co proposes to:
    - A. engage with affected stakeholders; and
    - B. actively manage these interfaces in partnership with the State;
  - (iii) address, at a minimum, the following interfaces:
    - A. during the D&C Phase:
      - 1) working within an urbanised corridor;
      - 2) West Gate Freeway, CityLink, Port of Melbourne access roads and M80;
      - 3) urban road management and local traffic (VicRoads and council operated roads);
      - 4) rail interface works and other potential impacts on public transport;
      - 5) construction and commissioning of the toll collection system;
      - 6) with OpCo, VicRoads and internal interfaces;
      - 7) with the Port Lessor, Port Lessee and Port Manager, their tenants and users of the Port of Melbourne; and
      - 8) Utility Infrastructure and Utilities.
- (o) Landscape Management Plan
- The Landscape Management Plan must identify how Project Co proposes to:
- (i) develop and submit the Landscaping Plan for review by the State and the IREA, including the timing for submission; and
  - (ii) otherwise comply with the requirements of Part H21 in respect of the Landscaping Plan.

Table F1.1 - Submission and updating requirements for Project Plans and O&M Manuals - D&C Phase

Name of Project Plan or O&M Manual	Time for initial Submission	Period during which Project Co must provide updates	Update or Revision Interval
<b>D&amp;C PHASE PROJECT PLANS</b>			
Project Delivery Management Plan	Within 30 Business Days after Financial Close	From time for initial submission until the Last DLP	Six monthly
Design Management Plan	Within 30 Business Days after Financial Close	From time for initial submission until the Last DLP	Six monthly
Construction Management Plans	Within 30 Business Days after Financial Close	From time for initial submission until the Last DLP	Six monthly
Construction Quality Management Plan	Within 30 Business Days after Financial Close	From time for initial submission until the Last DLP	Six monthly
Workplace Relations Management Plan	On or before Financial Close	From time for initial submission until the Last DLP	Six monthly
Construction Traffic Management Plan	Within 40 Business Days after Financial Close	From time for initial submission until the Last DLP	Six monthly
Construction Environmental Management Plan	Within 40 Business Days after Financial Close	From time for initial submission until the Last DLP	Six monthly
Health and Safety Management Plan	Within 40 Business Days after Financial Close	From time for initial submission until the Last DLP	Six monthly
Emergency Risk Management Plan	Within 40 Business Days after Financial Close	From time for initial submission and thereafter in accordance with the Emergency Management Act	In accordance with the Emergency Management Act

Name of Project Plan or O&M Manual	Time for initial Submission	Period during which Project Co must provide updates	Update or Revision Interval
Construction Communications and Community Engagement Plan	Prior to commencement of construction	From time for initial submission until the Last DLP	Six monthly
Completion and Commissioning Plan	At least 6 months prior to the Date of West Gate Tunnel Completion	From time for initial submission until the Last DLP	Six monthly
Interface Management Plan	Within 40 Business Days after Financial Close	From time for initial submission until the Last DLP	Six monthly
Landscape Management Plan	Within 80 Business Days after Financial Close	From time for initial submission until the Last DLP	Six monthly
Landscaping Plan	As detailed in the Landscape Management Plan	N/A	N/A

## 2.2 O&M Phase Project Plans:

### (a) O&M Phase Management Plan

The O&M Phase Management Plan must:

- (i) set out the approach that Project Co will apply to deliver the O&M Activities, including:
  - A. a statement of objectives;
  - B. the components of the O&M Activities;
  - C. how the components of the O&M Activities will be delivered, including a summary of OpCo's organisational structure applicable to the O&M Activities;
  - D. the management of interfaces including with OpCo, VicRoads, local councils and Utilities;
  - E. how the quality of O&M Activities will be managed; and
  - F. how the delivery of the O&M Activities will be periodically reviewed.

- G. identifying all Material Subcontracts, as at the date of the relevant plan;
- H. set out the manner by which the Project Plans (described in this section 2.2) and O&M Manuals will be reviewed and updated as contemplated under sections 1.5 to 1.7; and
- I. a protocol agreed with the State for notification of Incidents, Major Incidents, and incidents attended.

(b) Performance Management Plan

The Performance Management Plan must:

- (i) include detailed descriptions of the KPIs and data source for each KPI, and responsibilities for ensuring the accuracy and currency of such data;
- (ii) set out the KPI measurement and reporting procedures including the methodology and frequency of measurement, and the detail to be included in KPI reports; and
- (iii) set out the KPI auditing requirements.

(c) Operations Workplace Relations Management Plan

The Operations Workplace Relations Management Plan must be consistent with the proposed workplace relations agreements to be entered into by Project Co in relation to the O&M Activities.

(d) Road Management Plan

The Road Management Plan must:

- (i) subject to section 2.2(d)(iv), identify the Standards and procedures to be applied in relation to the maintenance of the Freeway, Roads (to the extent relevant), roadside furniture, existing and new vegetation and other landscape features;
- (ii) identify intervention levels for repair and maintenance activities;
- (iii) be developed in accordance with the *Road Management Act 2004* and the Code of Practice for Road Management Plans; and
- (iv) be based on standards at least equivalent to the standards for freeways at road maintenance category 1 in VicRoads Road Management Plan.

(e) Operations Traffic Management Plan

The Operations Traffic Management Plan must, in respect of the O&M Phase:

- (i) identify the minimum operational system availability requirement of the OMCS systems before the Tunnels would be required to be closed for safety reasons if appropriate mitigation measures cannot be implemented;
- (ii) identify how traffic will be managed with the object of optimising traffic flow whilst providing a safe environment for all vehicles, cyclists, pedestrians and public transport users, with clear and accurate information for all users;

- (iii) be compliant with the *Road Management Act* and the Regulations made under that Act, the Worksite Safety Traffic Management Code of Practice and this Agreement;
- (iv) identify the manner in which Project Co will facilitate effective operational interfaces with VicRoads and other Relevant Road Authorities;
- (v) include principles to ensure appropriate training and induction of relevant personnel, including Subcontractors; and
- (vi) identify how standing DTMPs, MTMPs and ITMPs will be developed, including in respect of such plans:
  - A. procedures for review, update and approval;
  - B. how traffic analysis is to be undertaken to verify adequacy;
  - C. how appropriate communications procedures will be included; and
  - D. procedures for audit and adjustment;
 and how separate plans will be developed to accommodate specific events or scenarios;
- (vii) identify the manner in which Project Co will comply with the Emergency Management Act (Vic) 2013; and
- (viii) identify the manner in which Project Co will allow over-height vehicles to:
  - A. safely exit the Freeway; and
  - B. either:
    - 1) exit to an alternative carriageway; or
    - 2) be safely stored out of traffic lanes or emergency lanes for retrieval at a suitable time.

(f) Operations Environmental Management Plan

The OEMP must address the Leased Area and Maintained Off-Freeway Facilities and must:

- (i) be consistent with and set out the manner in which Project Co will meet all Environmental Requirements, relevant Approvals and conditions on those Approvals;
- (ii) outline the regulatory framework under which the O&M Activities will be undertaken, including a list of any required Approvals;
- (iii) identify the process for undertaking and documenting risk assessments relating to sensitive areas described in the Environmental Requirements and any relevant Approval;
- (iv) identify processes (consistent with all Environmental Requirements) for the development, implementation and monitoring of site or activity specific environment management plans, including:

- A. managing environmental incidents;
  - B. monitoring and managing air quality;
  - C. spill containment;
  - D. the preparation and distribution of audit reports including audit reports assessing compliance with the OEMP;
  - E. notifications to Project Co management, site staff, Subcontractors, the EPA, Emergency Services and the State (as applicable); and
  - F. site induction and training to ensure that all personnel, including Subcontractors, are familiar with relevant plans and emergency/incident response procedures; and
- (v) be developed, implemented and maintained in accordance with AS/NZS ISO 14001.

(g) Operations Health and Safety Management Plan

The Operations Health and Safety Management Plan must set out Project Co's approach to managing legislative and project specific OH&S requirements during the O&M Phase and must:

- (i) address hazard identification and risk analysis;
- (ii) address processes for safe systems of work;
- (iii) address accident and incident reporting including corrective actions; and
- (iv) address site induction and training, including:
  - A. familiarising all personnel, including Subcontractors, with relevant plans and emergency/incident response procedures; and
  - B. systematic recording of required training and training undertaken.

(h) Operations Communications and Community Engagement Plan

The Operations Communications and Community Engagement Plan must identify how consultation with local communities and other stakeholders in relation to the O&M Activities will be undertaken and must:

- (i) comply with the requirements of Part G;
- (ii) address the manner in which User calls are to be responded to; and
- (iii) identify processes to:
  - A. record, monitor and report on public enquiries;
  - B. build and maintain effective relationships with local communities;
  - C. manage media communications including liaison with the State;

- D. respond to community issues in a timely and sensitive manner; and
- E. resolve complaints including escalation procedures.

(i) Operations Quality Management Plan

The Operations Quality Management Plan must:

- (i) comply with AS/NZS ISO 9001:2015 Quality Management Systems – Requirements;
- (ii) nominate and define the responsibility and authority of a management representative who has responsibility for ensuring that the requirements of the Operations Quality Management Plan are implemented and maintained; and
- (iii) provide for implementation and coordination of quality assurance functions across all Project Plans including, in respect of:
  - A. audit and surveillance; and
  - B. corrective action and process improvement.

(j) Emergency Risk Management Plan

The Emergency Risk Management Plan (as required by section 2.1(l)) must be updated if any part of the Freeway is declared as an 'essential service' under the *Emergency Management Act 2013 (Vic)* and must otherwise be amended accordance with the *Emergency Management Act 2013 (Vic)* and the *Emergency Management (Critical Infrastructure Resilience) Regulations 2015 (Vic)*, as amended from time to time.

(k) Handover Plan

The Handover Plan must provide the overall strategy for Handover of the Relevant Infrastructure on the Expiry Date in accordance with this Agreement and must include details of how the following issues are to be dealt with:

- (i) operator training;
- (ii) demonstration and documentation of the Residual Design Life of the Assets;
- (iii) the transfer of all required intellectual property, records and documentation in accordance with this Agreement; and
- (iv) the disclosure of any liabilities or any reasonably foreseeable potential liabilities remaining at Handover.

## 2.3 O&M Manuals

The O&M Manuals must include:

- (a) an Asset management manual including:
  - (i) principles for condition monitoring of Assets;
  - (ii) an index of As-Built Records; and

- (iii) principles for accessing and updating As-Built Records.
- (b) a Maintenance Manual which meets the System and Traffic Incident Response Requirements in Part H19 and includes:
  - (i) maintenance procedures, including maintenance recording procedures and safe operating procedures for plant and equipment; and
  - (ii) a schedule of plant and equipment;
- (c) a Freeway Operations Manual, including:
  - (i) the process for setting, reviewing and updating standard operating procedures and protocols for the operation of the Freeway and the Maintained Off-Freeway Facilities in accordance with this Agreement including:
    - A. identification of agreed communication protocols with VicRoads, the State and relevant Emergency Services setting out the location of contact details and arrangements for the response to any request for assistance from VicRoads or Emergency Services, including under the provisions of the Emergency Management Act 2013 (Vic) and the State Emergency Response Plan (as defined in that Act); and
    - B. the location of manuals for the key operating systems and equipment; and
  - (ii) processes for setting, reviewing and updating incident management procedures for all types of incidents including vehicle breakdowns, plant failures, electrical supply failures, traffic accidents, fires, spillages, vehicles out of fuel, damage to the Freeway or any part of the Maintained Off-Freeway Facilities, injury to persons and other reports received; and
- (d) the Code of Maintenance Standards.

Table F1.2 - Submission and updating requirements for Project Plans and O&M Manuals - O&M Phase

Name of Project Plan or O&M Manual	Time for initial Submission	Period during which Project Co must provide updates	Update or Revision Interval
<b>O&amp;M PHASE PROJECT PLANS</b>			
O&M Phase Management Plan	At least 120 Business Days prior to, and as a condition precedent to, West Gate Tunnel Completion	From time for initial submission until completion of the O&M Phase	Annually
Performance Management Plan	At least 120 Business Days prior to, and as a condition precedent to,	From time for initial submission until completion of the O&M Phase	Annually



Name of Project Plan or O&M Manual	Time for initial Submission	Period during which Project Co must provide updates	Update or Revision Interval
	West Gate Tunnel Completion		
Operations Workplace Relations Management Plan	At least 120 Business Days prior to, and as a condition precedent to, West Gate Tunnel Completion	From time for initial submission until completion of the O&M Phase	Annually
Road Management Plan	At least 120 Business Days prior to, and as a precondition to, West Gate Tunnel Completion	From time for initial submission until completion of the O&M Phase	Annually
Operations Traffic Management Plan	At least 120 Business Days prior to, and as a precondition to, West Gate Tunnel Completion	From time for initial submission until completion of the O&M Phase	Annually
Operations Environmental Management Plan	At least 120 Business Days prior to, and as a precondition to, West Gate Tunnel Completion	From time for initial submission until completion of the O&M Phase	Annually
Operations Health and Safety Management Plan	At least 120 Business Days prior to, and as a precondition to, West Gate Tunnel Completion	From time for initial submission until completion of the O&M Phase	Annually
Operations Communications and Community Engagement Plan	At least 120 Business Days prior to, and as a precondition to, West Gate Tunnel Completion	From time for initial submission until completion of the O&M Phase	Annually

Name of Project Plan or O&M Manual	Time for initial Submission	Period during which Project Co must provide updates	Update or Revision Interval
Operations Quality Management Plan	At least 120 Business Days prior to, and as a precondition to, West Gate Tunnel Completion	From time for initial submission until completion of the O&M Phase	Annually
Handover Plan	At least 3 years prior to Handover	Until completion of the O&M Phase	Annually
<b>O&amp;M MANUALS</b>			
O&M Manuals	At least 120 Business Days prior to, and as a precondition to, West Gate Tunnel Completion	From time for initial submission until completion of the O&M Phase	Annually

## Part F2 - D&C Program

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### 1. D&C Program

#### 1.1 Construction Packages

- (a) The Works must be subdivided into construction zones and Construction Packages that will be used as a basis for:
- (i) ~~the D&C Program~~ not used;
  - (ii) packaging of Construction Documentation and construction records; and
  - (iii) progressive closure of As-Built Records.
- (b) The Project Delivery Management Plan must define a standard set of work types and a consistent method for describing location that will be used to identify each Construction Package.
- (c) There must be separate Construction Packages for each construction zone for the following:
- (i) Preparatory Works;
  - (ii) Returned Works;
  - (iii) manufactured precast components or fabricated components;
  - (iv) Temporary Works;
  - (v) significant items of plant or equipment;
  - (vi) tolling civil works or components thereof;
  - (vii) ITS devices and cabling; and
  - (viii) Pre-Agreed Modifications or components thereof (if applicable).
- (d) For the avoidance of doubt, the Construction Packages do not need to be reflected in the D&C Program.

#### 1.1A D&C Program Development

- (a) The D&C Program must be developed as follows:
- (i) The Reset D&C Program:
    - A. must be prepared and developed incorporating all agreed changes to become the Reset D&C Program;
    - B. must be baselined to allow schedule, Earned Value and schedule tracking and reporting and to undertake valuations for the issuance of certificates of payment for works completed; and
    - C. must comply with the requirements of the PSR.
  - (ii) Each D&C Program after the Reset D&C Program must:

- A. continue to be baselined to allow schedule, Earned Value and schedule tracking and reporting, and undertake valuations for issuance of payment certificates;
- B. incorporate all changes to the construction methodology;
- C. comply with the requirements of the PSR; and
- D. before making baseline changes to a D&C Program, the effect of the change must be modelled on the then current D&C Program to assess and calculate the schedule impact of the change and to allow an impact report to be developed.

## **1.1B D&C Program Practice requirements**

- (a) Not used.
- (b) The D&C Program, in conjunction with a dedicated Project Controls System (ControlPro) and a Completions and Commissioning Management System and supported by the 3 Month Look-ahead Program Reports, must:
  - (i) encompass the entire scope of the D&C Activities including but not limited to significant elements including Returned Works packages, preparatory Works, Temporary Works, service relocations, statutory authority works, handover and commissioning, work breakdown structure (WBS), activities, resources, the implementation and removal of major traffic controls, major milestones and interfacing milestones, ITS, traffic, communications, logic and dependencies, rail interfaces in compliance with this Agreement;
  - (ii) include dates for the implementation and removal of major traffic controls;
  - (iii) include all major milestones and interfacing milestones, including all requirements and matters in relation to interfaces as set out in the DCOM Interface Deed;
  - (iv) not used;
  - (v) be capable of being mapped to a dedicated Project Controls System for all activities;
  - (vi) clearly identify activities on the critical path(s) to major milestones (including RSS Completion, FCC Completion, OMCS Completion, West Gate Tunnel Completion and Close-Out) and near critical activities (being activities with total float of less than 10 days);
  - (vii) include suitable allowance for inclement weather and other time risk allowances;
  - (viii) include the time phased budget;
  - (ix) not used;
  - (x) not used;
  - (xi) not used;
  - (xii) not used;

- (xiii) be structured (and mapped to a dedicated Project Controls System) and integrated with the Drawdown Schedule to facilitate advanced Earned Value and Earned Schedule;
- (xiv) support the production of separate D&C Program reports for Level 1, Level 2 and Level 3 schedules including the activity name, WBS, early and late start/finish dates, free float, total float, duration, and Gantt chart;
- (xv) support the production of separate D&C Program reports showing the critical path(s) which must include the activity name, WBS, early and late start and finishes, duration, total float, and a Gantt chart;
- (xvi) support the production of separate S-Curves for the Project Activities;
- (xvii) support the production of separate resource/commodity S-Curves for any other major elements requested by the State;
- (xviii) be prepared using critical path project planning methods and must be computer based using Oracle Primavera P6;
- (xix) be prepared so that Project Co is able to also submit to the State upon request, and as part of the monthly progress report required by section 14.7(a) of Part F6, an electronic copy of the stasured D&C Program (including Primavera P6 V15.2 or later (Xer format) file(s)) detailing the status of the Project Activities in comparison to expected progress;
- (xx) be reviewed regularly and updated by Project Co on a monthly basis to ensure that the D&C Program accurately reflects:
  - A. the actual progress of the D&C Activities; and
  - B. the then actual and current critical path to achieving:
    - 1) West Gate Tunnel Completion by the Date for West Gate Tunnel Completion;
    - 2) for the purposes of the D&C Subcontract, FCC Completion by the Date for FCC Completion;
    - 3) for the purposes of the D&C Subcontract, OMCS Completion by the Date for OMCS Completion; and
    - 4) for the purposes of the D&C Subcontract, RSS Completion by the Date for RSS Completion; and
- (xxi) be submitted to the State and the IREA in accordance with the Review Procedures in both hard copy and in electronic form, including:
  - A. Primavera P6 V15.2 or later (Xer format) file(s); and
  - B. a summary report that details the changes from the previous revision of the D&C Program,

within 5 Business Days after the commencement of each month during which the D&C Activities are undertaken.

## 1.2 D&C Program Requirements

- (a) The D&C Program must:

- (i) include:
  - A. ~~be in the form of~~ a critical path network set out to a time scale of calendar weeks and showing key dates, float, logic links and constraints;
  - B. ~~contain~~ in the order of 2,000 to 3,000 activities unless otherwise agreed by the IREA;
- (ii) include the 3 Month Look-ahead Program Reports that ~~be underpinned by a suite of sub-programs (as sections of the main program) including a sub-program for West Gate Freeway and City Interchange and Rail Interface Works, which~~ provide a greater level of detail of the D&C Activities than the ~~main D&C P~~ program;
- (iii) not include activities, constraints or programming methodologies which have the effect of constraining the program from reacting dynamically to change;
- (iv) identify the date of commencement of construction of the Works;
- (v) be in the form of, and consistent with, the ~~Bid~~ Reset D&C Program;
- (vi) identify in the supporting 3 Month Look-ahead Program Reports, all Key Approvals and other Approvals that are on each critical path and the dates by which such approvals are required, and make due allowance for the State or any other Authority responsible for providing the approvals to review Project Co's application and conduct any review or process necessary to determine the application in accordance with the State's rights under this Agreement in respect of the relevant Approval (including any amendment and resubmission of the application which may be undertaken or requested by Project Co);
- (vii) ~~identify each Construction Package and, for each major activity required to complete each Construction Package, show:~~ not used:
  - A. ~~activity dependencies;~~
  - B. ~~the activity duration;~~
  - C. ~~the earliest start and finish dates; and~~
  - D. ~~the latest start and finish dates required to avoid a delay to the Date of West Gate Tunnel Completion;~~
- (viii) ~~identify significant items of plant and equipment and the labour resources required for each activity and any constraints imposed on the scheduling of activities by the availability of such resources~~ not used;
- (ix) ~~set out the sequence in which, and the times by which, the Preliminary Design Documentation and Certified Design Documentation for each Construction Package is to be submitted to the State and the IREA~~ not used;
- (x) make due allowance for any proposed Certified Design Documentation relating to Design Documentation prepared prior to Financial Close to be submitted to the reviewing parties in an orderly manner post-Financial Close;

- (xi) make due allowance for the Design Documentation to be given to the IREA within the time:
  - A. which will enable the IREA to conduct a general overview and reasonable checking of the Design Documentation; and
  - B. required by this Agreement, and for any amendment and resubmission of the Design Documentation and any other activities or matters which are required to be accommodated by this Agreement;
- (xii) ~~identify the dates or periods for the review or comment on the Design Documentation by the State, the Facility Owners and the IREA in accordance with this Agreement~~not used;
- (xiii) clearly demonstrate the actual and then current critical path to achieve each of West Gate Tunnel Completion and Tolling Completion;
- (xiv) allow adequate time for the preparation, and review in accordance with the Review Procedures, of all Project Plans and O&M Manuals;
- (xv) accommodate the impact of the proposed construction on the surrounding environment and community including local traffic implications and an outline of the proposals to deal with those implications, including compliance with the Construction Traffic Management Plan and the Construction Environmental Management Plan;
- (xvi) ~~identify~~allow for the proposed commissioning tests for the Works and a program for the timing of those commissioning tests;
- (xvii) identify the anticipated Date of Handback of Returned Works to the relevant Facility Owners;
- (xviii) ~~identify any other matters which may have a bearing on the time required to complete the D&C Activities in accordance with this Agreement~~not used;
- (xix) ~~identify the award of any Material Subcontract or other agreement which is significant to the performance of the D&C Activities~~not used;
- (xx) include such other information as the State and the IREA may reasonably require; and
- (xxi) ~~be provided in Microsoft Project format or other format agreed by the State and the IREA~~Oracle Primavera P6 format.

### 1.3 D&C Program Coding Requirements

- (a) The D&C Program must be structured and coded to facilitate project control and reporting using the following coding structure:
  - (i) WBS – Work Breakdown Structure
    - A. The work breakdown structure must mirror the scope of works as defined by the execution sequence of the project.
  - (ii) Not used
  - (iii) Area/Facility

A. The area/facility code represents the Level 2 hierarchical outline of the project structure. The purpose is to give schedule and performance visibility to specific portions of the project. This would typically represent Sections, sub – areas, sub – facilities, on-off Ramps, intersections, inbound or outbound headings for Roads and Tunnel, portal construction, air ventilation shafts etc. Project Co may at its discretion maintain engineering, procurement, administration and overhead, at Level 1.

(i) **Not used**

(ii) **Automated Schedule Restructure**

A. The described coding structure must allow the project scheduling and cost control data to be organised by work breakdown structure and area/facility mirroring the construction process.

B. The coding structure must enable the data to be restructured automatically by area/facility, stage/phase, groupings for cost control, progress valuation and certification of payment claims.

(iii) **Schedule Calendars**

A. Project Co must nominate the working and non-working calendar days for both offsite works (such as design and procurement) and onsite works nominating the trade based calendar and work hours adopted and night works.

## 1.4 Project Control Compliance Requirements

- (a) An integrated Earned Value schedule and cost project control system must be established as a single point source for all schedule and cost based performance reporting including the preparation of monthly payment claims, their verification and certification for payment. This requires full integration of the cost tracking system with the schedule and a table detailing how the costs are allocated to the D&C Program items must be provided.
- (b) Payments must be based upon a report period measure and valuation for the work completed based on the Earned Value methodology.
- (c) The measure of work completed must be by verifiable physical percentage completion (**Ph%C**) corresponding to the usage of assigned budgeted units of cost, work and material usage. The D&C Subcontractor identified resources must be assigned to those tasks used for schedule and payment tracking purposes.
- (d) The total budgeted resource task assignments must sum to the D&C Subcontract Price as represented in the Drawdown Schedule (as defined in the D&C Subcontract).
- (e) All of the resource assignments within the planning software or all units of cost, work and material usage assignments can be held outside of the scheduling software in a dedicated project controls application. Using project controls software, the scheduling data may be periodically imported for Earned Value and Earned Schedule based performance measurement and reporting.
- (f) The described process ensures that both schedule performance, cost control, and progress payment valuation are all synchronised with a single integrated source of progress and performance data.



(g) Not used.

(h) Not used.

## **1.5 Report Period Contract Program Updating and Cost Claim Valuation and Reporting**

A monthly progress report required by section 14.7(a) of Part F6 must include the following documents:

- (a) An updated D&C Program to reflect the D&C Activities completed to the report period/status date. The updating process includes:
- (i) reforecasting to completion any partially completed tasks;
  - (ii) as necessary changes to the sequence of works based on changes in site conditions;
  - (iii) updating any future scheduled tasks to reflect the latest engineering, procurement and construction deliverables;
  - (iv) progressing the activities including the expected remaining work;
  - (v) as necessary changes to accommodate Modifications and any Extension Events;
  - (vi) complying with all:
    - A. requirements under Part F2; and
    - B. requirements under section 14.7 of Part F6;
- (b) The revised versions of the D&C Program must provide at least the same level of detail as the Reset D&C Program and must:
- (i) show the 'as-constructed' program in respect of all work carried out to the time of revision;
  - (ii) be accompanied by a statement of the reasons for changes from the previously submitted D&C Program including activities introduced, activities deleted, activities rescheduled, revised activity durations and revisions to logic;
  - (iii) incorporate all extensions of time which have previously been granted up to that time by the State pursuant to this Agreement;
  - (iv) be accompanied by a statement of any claims for extensions of time which have previously been notified by Project Co (or in respect of a Spoil Event or a COVID Event, by the D&C Subcontractor under the Settlement Direct Provisions) in accordance with this Agreement which are awaiting determination;
  - (v) be accompanied by any update to the basis of schedule (which has an equivalent level of detail as the Reset D&C Program basis of schedule), staging narratives and reports in compliance with the requirements of this Part F2 in PDF; and
  - (vi) any report required under section 14.7 of Part F6;

(c) **The Updated Cost Plan/Schedule of Pricing:**

- (i) in the process of updating activities used for schedule progress measurement, those activities used for cost tracking must be updated by assessing their Ph%C based on the described measurement methodology. Cost tracking activities can be held in a dedicated Project Controls System and mapped to the D&C Program.

**1.6 Reporting**

- (a) Reporting must be divided into two types:

- (i) schedule tracking; and  
(ii) earned value and schedule based reporting.

- (b) Project Co must submit:

- (i) schedule variance reports detailing the gains and slips in schedule by activity;  
(ii) schedule tracking reports;  
(iii) not used;  
(iv) milestone reports identifying major milestones, completion dates, traffic light reports;  
(v) project summary and detail reports;  
(vi) not used;  
(vii) Earned Value and Schedule based metrics in accordance with section 1.1A(a) of this Part F2;  
(viii) not used;  
(ix) any report required under section 14.7 of Part F6; and  
(x) any other reports reasonably requested by the State from time to time.

on a monthly basis (or on a quarterly, annual or period to date basis where notified by the State) and include a written narrative with respect to its performance and any actions that may need to be implemented to maintain schedule and budget;

**1.7 ControlPro – Project Controls**

- (a) ControlPro will be implemented as the dedicated project controls systems for the Project. ControlPro is a system that combines time, cost and scope (quantities) together in a common project breakdown structure on a single platform. These primary parameters are extracted directly from their principal systems, such as Primavera P6, and uploaded into ControlPro. This information is used to calculate planned value, earned value, earned schedule and associated performance parameters, such as Cost Performance Index and Schedule Performance Index. ControlPro is built upon the principles outlined in AS4817 – the Australian Standard for project performance measurement using earned value.

- (b) Access to ControlPro must be provided and maintained for at least 5 individuals from each of the State and the Independent Payment Certifier and summary reports must be provided on a monthly basis.

## **1.8 Completions and Commissioning Management System**

A completions and commissioning management system will be implemented for the ME&I works. The system will provide:

- (a) physical asset quality record capture and management for the installation and commissioning phases;
- (b) progress tracking of systems, sub-systems and work breakdown structures including physical asset install, cable pull, cable termination and commissioning activities; and
- (c) punch list, defect and issues management.

The systems and sub-systems will be cross-referenced to the D&C Program.

## **1.9 Detailed 3 Month Look-ahead Program Reports**

Monthly, detailed 3 Month Look-ahead Program Reports will be provided to support the D&C Program. In addition to the Reports selected to be issued, reports must also be provided for any elements of works that are requested by the State (acting reasonably). These will be based on the more detailed activity information from the programs developed by the zone teams for construction management, as well and the schedules, registers and systems for design management, procurement, quality and completions management.

## Part F3 - Road Safety Audits

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### 1. Road Safety Audits

Road safety audits must be conducted in accordance with the AUSTRROADS Guide to Road Safety by a suitably qualified road safety auditor who is independent of Project Co, the D&C Subcontractor and OpCo:

- (a) during the design of the Works, including as a minimum, at the following stages as set out in Part 6 of the AUSTRROADS Guide to Road Safety:
  - (i) feasibility stage;
  - (ii) once the preliminary design stage has been developed;
  - (iii) once the detailed design stage is complete; and
  - (iv) at the pre-opening stage;
- (b) as required for traffic management activities;
- (c) prior to opening any part of the Relevant Infrastructure to traffic; and
- (d) immediately following the opening of any parts of the Relevant Infrastructure to traffic.

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### 2. Road Safety Audit Reports

- (a) All corrective actions identified in a road safety audit report must be promptly addressed.
- (b) The Traffic Representative appointed in accordance with section 7.1 of Part F6 must be responsible for addressing the recommendations of road safety audits.
- (c) All corrective actions which are contrary to any road safety auditor's recommendations must be approved by the Traffic Representative.
- (d) Copies of records of all corrective actions implemented, and identifying the Traffic Representative who approved the corrective action, must be promptly provided to the State and the IREA after each road safety audit.

## Part F4 - Site and Survey

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### 1. Investigation, Condition Survey and Monitoring

All site investigations, and all property, land, ground and infrastructure condition surveys must be undertaken as required for the performance of the D&C Activities in accordance with this Agreement.

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### 2. Condition surveys

- (a) Condition surveys must be:
    - (i) subject to section 2(b), undertaken to accurately record the condition of existing ground and infrastructure prior to the commencement of the D&C Activities on the relevant ground and infrastructure;
    - (ii) undertaken with the prior approval of the relevant property owner and/or occupier, for all property, land, ground and infrastructure that are reasonably accessible and within 50m of the Project Activities, or other property, land, ground and infrastructure that may be affected by the Project Activities unless otherwise agreed by the State; and
    - (iii) forwarded to the owner and occupier of the property, land, ground and infrastructure, the State and the IREA within four weeks of the condition survey being undertaken; and
    - (iv) carried out by independent qualified assessors.
  - (b) Where Project Co is unable, despite using its best endeavours, to obtain the approval of the relevant property owner and/or occupier in order to undertake a condition survey required under section 2(a)(ii), Project Co:
    - (i) must submit a report to the State and the IREA providing the following information for each property, land ground or infrastructure for which the approval of the property owner and/or occupier has not been obtained:
      - A. how Project Co used its best endeavours to obtain the approval of the property owner and/or occupier; and
      - B. the reasons why approval has not been able to be obtained; and
    - (ii) may commence the D&C Activities not less than ten Business Days after the submission of a report in accordance with section 2(b)(i).
  - (c) Where Project Co has commenced D&C Activities in accordance with section 2(b)(ii), Project Co must continue to use its best endeavours to obtain the approval of the relevant property owner and/or occupier and undertake the condition survey required under section 2(a)(ii).
- 

### 3. Monitoring

- (a) Prior to commencing any part of the Project Activities, a monitoring strategy must be developed and implemented.
- (b) The monitoring strategy under section 3(a) must include:

- (i) any monitoring requirements identified in the Environmental Requirements and the CEMP;
- (ii) any usual requirements of relevant Authorities and Facility Owners;
- (iii) all necessary monitoring devices to monitor the actual effects of performance of the Project Activities where the ground conditions or infrastructure are expected to be affected by the performance of the Project Activities; and
- (iv) the establishment of the baseline conditions.

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#### **4. Site Reinstatement**

- (a) Construction Areas, and any other land accessed for the purposes of carrying out any part of the Works, must be progressively reinstated (subject to the carrying out of the Works) as each part of the Works is completed, as a condition precedent to Handback or West Gate Tunnel Completion (as applicable).
- (b) Subject to section 4(a) of Part E all temporary areas and other land accessed or used temporarily for the purpose of the D&C Activities, including storage and site facilities, must be reinstated to a condition at least equivalent to that existing prior to their occupation or use after Project Co has departed the land.

## Part F5 - Design Review Process

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### 1. General

#### 1.1 Preparation and submission of Design Documentation

- (a) The design of the Works must be:
  - (i) consistent with the Concept Design;
  - (ii) developed and completed in accordance with this Part F5 and the State Project Documents; and
  - (iii) compliant with clause 17.1 of this Agreement.

#### 1.2 Changes to the Concept Design

- (a) The process of developing the design from the Concept Design to the IFC Design Documentation may result in changes to the Concept Design.
- (b) Subject to section 1.2(c) and section 1(e) of Part K1, changes to the Concept Design must not be made unless:
  - (i) the change:
    - A. is notified to the IREA; and
    - B. is necessary to comply with the State Project Documents; and
  - (ii) it is demonstrated to the satisfaction of the IREA that the change:
    - A. is minor; and
    - B. is consistent with the design intent in the Concept Design, otherwise complies with the State Project Documents and does not result in a reduction of any Relevant D&C Requirement of any part of the Works.
- (c) Any change to the Concept Design which is not a change of the kind described in section 1.2(b) may only be made if the change is agreed by the State.

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## 2. General Requirements for Design Documentation

### 2.1 Submission of Design Documentation

- (a) Subject to section 2.1(b):
  - (i) Preliminary Design Documentation must be submitted to the State and the IREA in accordance with section 2.2;
  - (ii) Draft Certified Design Documentation may be submitted to the State and the IREA in accordance with section 2.3; and
  - (iii) Certified Design Documentation must be submitted to the State and the IREA in accordance with section 2.4.
- (b) The following provisions apply to Design Documentation for Temporary Works:

- (i) Preliminary Design Documentation does not need to be submitted in accordance with section 2.1(a)(i) for Category 1 Temporary Works, provided that Project Co provides the State with regular updates on the development of the relevant Design Documentation; and
- (ii) Preliminary Design Documentation does not need to be submitted in accordance with section 2.1(a)(i) for Category 2 Temporary Works but, where Preliminary Design Documentation is not submitted for any Category 2 Temporary Works, Draft Certified Design Documentation must be submitted for such Category 2 Temporary Works.

## 2.2 Preliminary Design

- (a) Preliminary Design Documentation must include:
  - (i) a preliminary design report which:
    - A. identifies the Construction Package(s) to which the Preliminary Design Documentation relates;
    - B. identifies the aspects of the Design Management Plan to which the Preliminary Design Documentation relates;
    - C. identifies all Reference Documents used in the preparation of the Preliminary Design Documentation;
    - D. demonstrates that all relevant requirements of this Agreement including constructability, maintenance and operations requirements including the Environmental Requirements have been met and integrated into the Preliminary Design Documentation;
    - E. where relevant, includes a report from the D&C Subcontractor's specialist urban and landscape designers which demonstrates that the Preliminary Design Documentation is consistent with the urban and landscape design elements of the Concept Design and the requirements of Part H20A and Part H20B;
    - F. demonstrates that:
      - 1) where appropriate, advice has been sought from suitably qualified marine biologists/aquatic specialists, ecologists and flora and fauna or other environmental experts to ensure that potential environmental issues have been addressed; and
      - 2) the Future Infrastructure has been considered and any future modifications required to construct the Future Infrastructure have been minimised to the fullest extent practicable;
    - G. documents the outcomes of a formal safety-in-design assessment including, where applicable, the performance level for safety barriers and the personal security of users of pathways;
    - H. includes a flood impact assessment for any Construction Package involving major drainage structures, waterway



crossings, or changes to road geometry that could affect patterns of stormwater drainage or flood plains;

- I. demonstrates that:
  - 1) all Condition State 3 and 4 Items identified in the Inspection Reports in accordance with section 3.1 of Part B; and
  - 2) for WGF Existing Bridges and Other Existing Bridges, all defects identified as requiring rectification in order to meet the criteria in the relevant durability and fatigue assessments undertaken in accordance with section 3.1 of Part B,

will be addressed;

- J. includes all relevant geotechnical information and the results of any geotechnical analysis required for the design, including:

- 1) any durability assessment required by section 2.1 of Part B;
- 2) any assessment of tunnel, embankment or excavation stability;
- 3) likely ground movement and any treatments required to achieve the requirements of section 10 of Part B;
- 4) any assessment of the capacity of recommended foundations for structures, retention systems, ground replacement or ground improvement; and
- 5) any assessment of ground water impact;

- K. identifies any changes to the Concept Design and the justification for such changes in accordance with section 1.2 of Part F5;

- L. contains any other information required by the State Project Documents; and

- M. contains a list of all Approvals required to be obtained;

- (ii) all design drawings necessary to adequately define the preliminary design and demonstrate that the relevant elements of the West Gate Tunnel are wholly contained within the Leased Area;
- (iii) a schedule of the Assets to which the report and layout drawings show the location of each Asset; and
- (iv) the WGT Noise Models and WGT O&M Noise Map.

- (b) The Preliminary Design Documentation must be submitted to the IREA, the State and any relevant Facility Owner and those parties must be allowed ten Business Days (or such longer period as contemplated by a Direct Interface Agreement, Rail Projects Agreement Interstate Infrastructure Lease or the WGT Rail Licence) to provide comments.

- (c) The Preliminary Design Documentation relevant to the urban design and landscaping must be submitted to the Urban Design Review Panel for their review and comment.
- (d) Any comments received from the IREA, the State, the Urban Design Review Panel and any relevant Facility Owner must be considered by Project Co when developing the relevant Certified Design Documentation.

## **2.3 Draft Certified Design**

- (a) Subject to section 2.3(b) a draft version of the Certified Design Documentation may be submitted prior to submission of the Certified Design Documentation.
- (b) Draft Certified Design Documentation submitted in accordance with section 2.3(a) must comply with the requirements of section 2.4 except for:
  - (i) evidence of any required Approvals that have not been obtained to the date of submission of the draft Certified Design Documentation as per section 2.4(a)(i)G;
  - (ii) all necessary drawings, reports and specification required by 2.4(a)(iii) are not required to be separately bound;
  - (iii) a complete schedule of assets required under section 2.4(a)(iv)B;
  - (iv) certificates required under section 2.4(c); and
  - (v) compliance with 2.4(a)(i)O.
- (c) Any draft Certified Design Documentation must be submitted to the IREA, the State and any relevant Facility Owner and those parties must be allowed ten Business Days (or such longer period as contemplated by a Direct Interface Agreement, Rail Projects Agreement Interstate Infrastructure Lease or the WGT Rail Licence) to provide comments.
- (d) Any comments received from the IREA, the State and any relevant Facility Owner must be considered by Project Co when developing the relevant Certified Design Documentation.

## **2.4 Certified Design**

- (a) Certified Design Documentation must include:
  - (i) a design report which:
    - A. identifies the Construction Packages to which the Certified Design Documentation relates, including any Construction Packages that have been issued for Preparatory Works;
    - B. identifies the aspects of the Design Management Plan to which the Certified Design Documentation relates;
    - C. identifies all Reference Documents used in the preparation of the Certified Design Documentation and specifies the material properties or mix designs for materials;
    - D. documents any changes to the design since the relevant preliminary design report was issued;

- E. confirms that any changes to the Concept Design have been dealt with in accordance with section 1.2;
  - F. provides results of any additional modelling, investigations or testing;
  - G. provides evidence of all required Approvals;
  - H. provides evidence of compliance with the requirements of clause 10.12 of this Agreement in relation to the Rail Interface Works;
  - I. provides evidence that comments on the relevant Preliminary Design Documentation were sought from the relevant Facility Owners and OpCo;
  - J. where relevant, provides written confirmation from the D&C Subcontractor's specialist urban and landscape designers that the Certified Design Documentation meets the intent of the urban and landscape design;
  - K. demonstrates how comments provided on the relevant Preliminary Design Documentation have been addressed including all comments provided under section 2.2(b) and 2.2(c);
  - L. identifies any relevant Certified Design Documentation for Preparatory Works;
  - M. contains any other information required by the State Project Documents;
  - N. provides details of any instrumentation and monitoring requirements; and
  - O. demonstrates how comments provided on any relevant draft Certified Design Documentation, if submitted under section 2.3(a), have been addressed including all comments provided under section 2.3(c).
- (ii) if relevant, a road safety audit report and an O&M Safety Audit Report including all dispositions to the audit recommendations and, if relevant, an explanation as to the manner in which those dispositions have been addressed;
  - (iii) all necessary drawings, reports and specifications bound separately for each Construction Package covered by the Certified Design Documentation;
  - (iv) all necessary drawings, reports and specifications for each Construction Package to which the Certified Design Documentation relates, including:
    - A. defining the land boundaries of each Returned Facility to which the Certified Design Documentation relates;
    - B. a schedule of Assets to which the report and layout drawings showing the location of each Asset; and

- C. a list of the applicable Reference Documents and any Agreed Exceptions or additions to the requirements in the Reference Documents, and
  - (v) the WGT Noise Models and WGT O&M Noise Map.
- (b) The Certified Design Documentation must be submitted to the State and the IREA.
- (c) The following documents must be submitted to the State and the IREA with the Certified Design Documentation for each Construction Package:
  - (i) a certificate from Project Co confirming that the Certified Design Documentation complies with the requirements of the State Project Documents (in the form set out in the Schedule of Certificates and Notices);
  - (ii) a certificate from the D&C Subcontractor confirming that the Certified Design Documentation complies with the requirements of the State Project Documents (in the form set out in the Schedule of Certificates and Notices);
  - (iii) a relevant certificate from the Proof Engineer where required by section 2.7; and
  - (iv) any other relevant certificates or reports required under the State Project Documents (including the Schedule of Certificates and Notices).
- (d) If required by the State or the IREA, the appropriate design personnel (including the Proof Engineer), must be made available to:
  - (i) explain any Certified Design Documentation; and
  - (ii) provide such information regarding any Certified Design Documentation as the IREA or the State reasonably requests.
- (e) The IREA will:
  - (i) review the proposed Certified Design Documentation submitted or resubmitted by Project Co (by general overview and reasonable checking) to form an opinion as to whether or not it complies with the State Project Documents; and
  - (ii) give notice to the State and Project Co within seven Business Days of the later of:
    - A. receipt of the proposed Certified Design Documentation; and
    - B. compliance by Project Co with any requirement of the IREA under section 2.4(d),

as to whether or not, in the IREA's opinion, the proposed Certified Design Documentation complies with the State Project Documents and the IREA's reasons for the opinion.
- (f) If the IREA notifies Project Co that it considers the Certified Design Documentation does not comply with the State Project Documents, Project Co, must within five Business Days of such notification:

- (i) proceed to amend the Certified Design Documentation to address the matters raised by the IREA and resubmit the Certified Design Documentation in accordance with section 2.4(b) and sections 2.4(c) to 2.4(e) will reapply to such resubmitted Certified Design Documentation;
  - (ii) seek the State's agreement to a proposed amendment to the Concept Design as contemplated by section 1.2 to enable the Certified Design Documentation to comply with the State Project Documents; or
  - (iii) notify the State and the IREA of any matters in connection with which it disagrees with the IREA's opinion together with its reasons for doing so (**Design Explanation**);
- (g) If Project Co provides a Design Explanation in accordance with section 2.4(f)(iii), the IREA will give notice to the State and Project Co, within seven Business Days of receipt of any Design Explanation, of its opinion as to whether or not the Design Explanation satisfactorily addresses the IREA's concerns together with its reasons for forming that opinion.
- (h) Despite any opinion of the IREA that:
- (i) the proposed Certified Design Documentation does not comply with the State Project Documents; or
  - (ii) the Design Explanation does not satisfactorily address the IREA's concerns,

where the Certified Design Documentation complies with the State Project Documents, and subject to the State's right of suspension under clause 13.7 of this Agreement, construction of the relevant Construction Package may commence on the basis of the submitted Certified Design Documentation, subject to the State and the IREA being given two Business Days' notice of Project Co's intention to proceed with construction of the relevant Construction Package at its own cost and risk, including the risk that a Certificate of West Gate Tunnel Completion may not be issued (**Notice of Intention to Proceed**).

- (i) A Notice of Intention to Proceed must include details of the reasons why Project Co intends to proceed with construction of the relevant Construction Package despite the opinion of the IREA.
- (j) Within five Business Days of the receipt of the Notice of Intention to Proceed, the State may refer the matter to dispute resolution in accordance with clauses 43 and 44 of this Agreement.
- (k) To the extent that the dispute is resolved in favour of:
  - (i) the State, Project Co must amend the Certified Design Documentation expeditiously and diligently to address the matters raised by the IREA, resubmit the Certified Design Documentation in accordance with section 2.4(c), and carry out the Works in accordance with this Agreement, including correcting any Defect in the Works as a result of the failure of the Certified Design Documentation to comply with the State Project Documents; and
  - (ii) Project Co, where the State has exercised its rights of suspension in accordance with clause 13.7(a) of this Agreement, the suspension will be deemed to be a Compensable Extension Event.

- (l) The provision by Project Co or receipt by the State of the Notice of Intention to Proceed or the referral by the State to dispute resolution under section 2.4(j) does not in any way limit or otherwise affect:
  - (i) the obligations of Project Co under this Agreement; or
  - (ii) the State's rights under this Agreement, including clauses 37, 41 and 42 of this Agreement.

## 2.5 IFC Design Documentation

- (a) IFC Design Documentation for any Construction Package must not be issued, and construction of any Construction Package must not commence, unless:
  - (i) the Certified Design Documentation relating to that Construction Package and all required certifications have been provided to the State and the IREA;
  - (ii) the IREA has been given the required number of days to review and comment on the Certified Design Documentation; and
  - (iii) either:
    - A. the IREA has issued a notice under section 2.4(e) stating that, in the IREA's opinion, the Certified Design Documentation complies with the State Project Documents; or
    - B. the IREA has issued a notice under section 2.4(e) stating that, in the IREA's opinion, the Certified Design Documentation does not comply with the State Project Documents, and Project Co has issued a Notice of Intention to Proceed in accordance with section 2.4(h).
- (b) The IFC Design Documentation for each Construction Package must be prepared and submitted to the State and the IREA together with all necessary drawings, reports and specifications for that Construction Package and each drawing issued as part of IFC Design Documentation must be clearly marked as "Issued for Construction".
- (c) If any changes to the IFC Design Documentation are proposed then, unless in the opinion of the IREA the changes are minor or have no adverse effect on any Relevant D&C Requirement or the ability of Project Co to perform the Project Activities in accordance with the State Project Documents:
  - (i) the following must be submitted to the State and the IREA:
    - A. a design change notice (DCN) which clearly describes the design change and the reasons for the design change;
    - B. information which:
      - 1) identifies the Construction Package, and the drawings within the IFC Design Documentation, to which the design change applies; and
      - 2) confirms that the design change complies with all the requirements of the State Project Documents; and

- C. copies of all drawings affected by the design change with the design change marked up to scale and annotated to specify any requirements relating to the design change; and
- (ii) the requirements of section 2.4(a) to 2.4(f) will apply again.

## 2.6 Design Verification

- (a) Design Documentation for each Construction Package must be subject to a process of design verification that covers all aspects of the design before submission of Certified Design Documentation and must be carried out by the Lead Verifier.
- (b) The Lead Verifier must verify that the Design Documentation complies with all requirements of the State Project Documents and that the detail in drawings, reports and specifications accurately and adequately conveys the design.
- (c) Complete records of the scope and outcomes of design verification must be retained and signed by the designated Lead Verifier and provided to the State.

## 2.7 Proof Engineering

Project Co must ensure that, in the performance of the D&C Activities, the Proof Engineer:

- (a) undertakes an independent detailed check and certifies (in the form set out in the Schedule of Certificates and Notices) the adequacy of the Design Documentation for all:
  - (i) tunnel structures including all tunnel support and primary and secondary linings and all relevant fire and life safety considerations;
  - (ii) bridges and underpasses;
  - (iii) earth retaining structures greater than or equal to one metre;
  - (iv) sign gantries and attachments and other load bearing structures, including all foundations;
  - (v) load bearing falsework; and
  - (vi) formwork required for concrete pours higher than two metres,and any similar items listed in sections 2.7(a)(i) to 2.7(a)(vi) that form part of the Temporary Works; and
- (b) prior to any load being applied to load bearing falsework:
  - (i) inspects all such load bearing falsework and formwork required for concrete pours higher than two metres prior to the application of loading; and
  - (ii) certifies (in the form set out in the Schedule of Certificates and Notices) that the falsework or formwork (as applicable) has been erected in accordance with the IFC Design Documentation.

## 2.8 Preparatory Works

- (a) Certified Design Documentation for Preparatory Works must include:
  - (i) a Preparatory Works design report which:

- A. clearly defines the scope of the proposed Preparatory Works;
  - B. subject to section 2.8(b), confirms that Preliminary Design Documentation has been submitted for any Works to which the Preparatory Works relate; and
  - C. provides evidence that any required Approvals have been obtained;
- (ii) marked up preliminary design drawings clearly defining the scope of the Preparatory Works;
  - (iii) relevant reports and specifications for the Preparatory Works; and
  - (iv) any certificates required by the Schedule of Certificates and Notices.
- (b) Section 2.8(a)(i)B. does not apply to Certified Design Documentation for Preparatory Works relating to survey and site investigations as agreed with the State; and
  - (c) Unless otherwise approved in writing by the State, Preparatory Works must be limited to:
    - (i) survey and site investigations;
    - (ii) site clearing and grubbing;
    - (iii) site establishment;
    - (iv) fencing; and
    - (v) preliminary earthworks and drainage.

## **2.9 Design Review Meetings**

- (a) Design review meetings must be held at least fortnightly, or as otherwise agreed by the State, throughout the D&C Phase to review:
  - (i) progress in submitting Design Documentation against the D&C Program;
  - (ii) an updated four week forecast and an updated three month forecast for Design Documentation submission to assist in scheduling design reviews;
  - (iii) a register of issues affecting design progress and actions to resolve such issues; and
  - (iv) any other issues arising out of the design of the Works.
- (b) Design review meetings must involve representatives from the State, Project Co, the IREA, the D&C Subcontractor and its designers, and where relevant, the Urban Design Review Panel, OpCo and/or the Proof Engineer.



## Part F6 - Construction

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### 1. Working hours

The construction of the Works must be carried out to minimise impact on the local community and in accordance with the Environmental Requirements.

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### 2. Construction Documentation

- (a) Construction Documentation for each Construction Package must include:
  - (i) site management and supervisory responsibilities;
  - (ii) the planned sequence of work, for the Construction Package;
  - (iii) the relevant IFC Design Documentation;
  - (iv) Inspection and Test Plans (ITPs) and Construction Procedures;
  - (v) relevant WTMPs;
  - (vi) the Worksite Environmental Management Plan, including a specific risk assessment for the Construction Package;
  - (vii) a schedule of Assets contained within that package;
  - (viii) safety plans, including safety procedures required for any construction operations such as lifting or trenching; and
  - (ix) forecast construction impacts including noise, vibration and other community impacts and proposed mitigation measures.
- (b) A standard set of the ITPs and Construction Procedures required by the Reference Documents must be established and used for relevant construction activities.
- (c) The ITPs and Construction Procedures must include all Hold Points required by the relevant Reference Document.
- (d) The ITPs must describe the process pursuant to which the Nominated Authority releases each Hold Point;
- (e) Each Construction Procedure must describe:
  - (i) the scope of activities covered;
  - (ii) the materials, plant and equipment to be used;
  - (iii) the personnel required and their roles, responsibilities and required competencies;
  - (iv) all induction requirements;
  - (v) the ITPs to be used and quality assurance documentation to be completed; and
  - (vi) the detailed construction procedures to be followed.

- (f) Project Co must submit to the State and the IREA, for each Construction Package, Construction Documentation which complies with sections 2(a) to (e).
- (g) If required by the IREA within five Business Days of the issue of the relevant Construction Documentation, Project Co must make available appropriate personnel to:
  - (i) explain the Construction Documentation; and
  - (ii) provide such information regarding the Construction Documentation as the IREA reasonably requests.
- (h) Project Co must ensure that construction of any Construction Package does not commence until at least five Business Days after:
  - (i) the Construction Documentation has been submitted to the IREA in accordance with section 2(f); and
  - (ii) Project Co has complied with any requirements of the IREA under section 2(g).

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### **3. Construction sequencing requirements**

Any existing pedestrian bridges over the West Gate Freeway impacted by the relevant D&C Activities must not be decommissioned until the applicable new or temporary pedestrian bridge has been commissioned.

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### **4. Construction Review Meetings**

- (a) Construction review meetings must be held at least monthly, or as otherwise agreed by the State, throughout the D&C Phase to review:
  - (i) progress in submitting ITPs and Construction Procedures;
  - (ii) progress in submitting Construction Documentation for each Construction Package;
  - (iii) progress in closure of As-Built Records;
  - (iv) progress in dealing with Non-Conformances and in rectification of Defects;
  - (v) progress in completion and Handback of Returned Works; and
  - (vi) a register of issues affecting construction progress and actions to resolve such issues.
- (b) Construction review meetings must involve representatives from the State, Project Co, the D&C Subcontractor and the IREA.

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### **5. Notification of Incidents**

#### **5.1 Immediate Notification**

- (a) The State must be notified as soon as practicable of any incidents associated with or affecting the D&C Activities including:
  - (i) any fatality or lost-time injury to construction personnel;

- (ii) any fatality or injury to a member of the public that could be attributed to the D&C Activities;
- (iii) any traffic accident on roads affected by and in the vicinity of the D&C Activities;
- (iv) any incident requiring an unplanned closure of a road;
- (v) any material property damage (other than as necessary for the Works);
- (vi) any environmental incident involving the issue of a Clean-Up Notice, Infringement Notice or other notice under the Environment Protection Act 1970 (Vic); and
- (vii) any notice issued by WorkSafe.

## 5.2 Incident Details

All relevant details of any detected incident must be recorded (supported, where possible, by photographs of the incident site including the location of all safety devices) as soon as possible after the incident. A report with this information must be forwarded to the State and the IREA:

- (a) within two Business Days of
  - (i) any fatality;
  - (ii) any injury to a member of the public; and
- (b) within five Business Days for any other incident.

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## 6. Maintenance during Construction

### 6.1 Construction Area

The Construction Areas must be kept in a safe and tidy condition.

### 6.2 Roads

Without limiting section 6.3 and subject to any maintenance plan agreed or directed under section 5.1 of Part E, all Roads within the Construction Areas must be:

- (a) maintained and repaired until Handback to the relevant Facility Owner in accordance with the applicable maintenance plan;
- (b) maintained in accordance with the relevant Facility Owner's road management plans (if any) and usual requirements; and
- (c) maintained in accordance with the requirements of Part H22.

### 6.3 West Gate Freeway

The parties acknowledge and agree that, subject to any maintenance plan agreed or directed under section 5.1 of Part E:

- (a) the parts of the West Gate Freeway which are not within the Leased Area must be maintained and repaired until Handback to the relevant Facility Owner in accordance with the applicable maintenance plan;

- (b) the West Gate Freeway must be maintained in accordance with the Relevant Road Authority's road management plans (if any) and usual requirements; and
- (c) the West Gate Freeway must be maintained in accordance with the requirements of Part H22.

## 6.4 Other Areas

All areas, other than Roads and the West Gate Freeway, within the Construction Areas must be:

- (a) maintained and repaired until Handback to the relevant Facility Owner in accordance with the applicable maintenance plan; and
- (b) maintained in accordance with the relevant Facility Owner's usual requirements.

## 6.5 Maintenance Records

- (a) Maintenance records in respect of maintenance activities undertaken during the D&C Phase must be maintained on site and must be available for review by the IREA, any relevant Facility Owner (if applicable) and the State.
- (b) Other than in respect of the parts of the West Gate Freeway which are within the Leased Area, all maintenance and inspection records for the inspection and maintenance activities undertaken during the D&C Phase must be provided to the relevant Facility Owner upon Handback of the Returned Works.
- (c) In respect of the parts of the West Gate Freeway which are within the Leased Area, all maintenance and inspection records for the inspection and maintenance activities undertaken during the D&C Phase must be provided to the Relevant Road Authority upon West Gate Tunnel Completion.

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# 7. Traffic Management during Construction

## 7.1 General

- (a) The parties acknowledge and agree that this section 7 only applies during the D&C Phase.
- (b) WTMPs must be prepared for the management of the performance of discrete stages or components of the Works and Temporary Works that have an impact on (or on users of) Roads, shared use paths, footpaths and public transport infrastructure.
- (c) A management representative (**Traffic Representative**) must be appointed and have authority and responsibility for issues relating to traffic management throughout the performance of the D&C Activities, and this role must not be delegated to a third party without the State's prior written consent.

## 7.2 WTMPs

- (a) Each WTMP must address:
  - (i) vehicle, bicycle and pedestrian movements;
  - (ii) public transport movements;
  - (iii) lane, road and public transport route closures;
  - (iv) major traffic control devices;

- (v) traffic signal operation;
  - (vi) vertical and horizontal alignment;
  - (vii) drainage;
  - (viii) barrier placement;
  - (ix) operating conditions including speed limits;
  - (x) safety of the public and workers;
  - (xi) peak flows and road traffic capacity, including catering for special events;
  - (xii) signing and linemarking;
  - (xiii) lighting;
  - (xiv) property access;
  - (xv) stakeholder communication and media advertising;
  - (xvi) timing;
  - (xvii) replacement public transport services;
  - (xviii) Utility Infrastructure access;
  - (xix) any interface between the responsibilities and requirements of Project Co, its Subcontractors and any other Authority;
  - (xx) incident management;
  - (xxi) where applicable, the freeway operational requirements for CityLink and VicRoads for the West Gate Freeway; and
  - (xxii) compliance with the requirements of Part H21 (to the extent applicable) and Part H22.
- (b) WTMPs must include detailed drawings identifying the nature and location of all temporary measures contemplated including linemarking, traffic barriers and signs.
- (c) Each WTMP must be distributed, agreed and approved in accordance with the following process:
- (i) a draft WTMP must be distributed to the State, VicRoads, the road safety auditor, any other Relevant Road Authority for any affected Roads and, where the Works affect public transport infrastructure, Public Transport Interface Parties;
  - (ii) recipients of the draft WTMP must be allowed ten Business Days to provide comments; and
  - (iii) a final WTMP, including:
    - A. any adjustments required to meet the requirements of the State, the Port Manager, the road safety auditor, VicRoads and relevant public transport operators and any other Relevant

Road Authority and where the Works affect public transport infrastructure, any relevant Public Transport Interface Parties;

- B. the written agreement of the Traffic Representative to the measures proposed; and
- C. the written agreement of the Relevant Road Authority and, where applicable, relevant Public Transport Interface Parties,

must be submitted to the State for approval and be provided to the IREA for information purposes.

- (d) Within ten Business Days of receipt of a final WTMP which satisfies sections 7.2(a) to (c) the State must either:
  - (i) approve the WTMP; or
  - (ii) acting reasonably, provide reasons why the State has not approved the WTMP, in which case a final WTMP must be updated and resubmitted in a manner which satisfies the matters raised by the State, in which case this section 7.2(d) will re-apply to such resubmitted WTMP.
- (e) Advertising of the proposed Works included in a WTMP must not occur until the WTMP has been approved by the State.
- (f) The Works included in a WTMP must not be undertaken until the WTMP has been approved by the State and all advertising requirements required by the WTMP and this Agreement have been met.

### 7.3 Implementation of WTMPs

Unless otherwise agreed by the State:

- (a) a road safety audit of that part of the Works covered by a WTMP must be undertaken during the first day and night after the initial implementation of the WTMP;
- (b) within 48 hours of the initial implementation of the WTMP, a written report must be submitted to the State and the IREA (and, where applicable, any Relevant Road Authority) which includes the results of the road safety audit and describes the actions that have been taken in response to all issues identified during the road safety audit;
- (c) the requirements of the "Road Management Act Worksite Safety Traffic Management Code of Practice" must be complied with, including the audit and surveillance obligations;
- (d) all deficiencies affecting the safety of the public or workers identified in a road safety audit must be rectified immediately; and
- (e) all other deficiencies identified in a road safety audit must be rectified within 48 hours of the road safety audit being undertaken.

### 7.4 Traffic Management Liaison Group

- (a) A Traffic Management Liaison Group (**TMLG**) must be formed prior to the implementation of any part of the Works that may impact upon (or upon the users of) roads, footpaths, shared use paths or public transport infrastructure.

- (b) The TMLG must comprise representatives from the State, VicRoads, Project Co including the Traffic Representative, the D&C Subcontractor, and other groups nominated by the State.
- (c) The TMLG is to be a forum for the exchange of information and the discussion of issues associated with WTMPs.
- (d) The TMLG will have no legal responsibilities and will not have any power to require any of the parties or their Associates to act or refrain from acting in any way, and Project Co's responsibility for traffic management will not be limited or affected by the existence of, or determinations or decision of, the TMLG.
- (e) The TMLG must meet fortnightly from its inception until the Date of West Gate Tunnel Completion, unless otherwise agreed by the State.
- (f) The TMLG must be provided with:
  - (i) the traffic management elements of the Business Management Strategy, the Construction Traffic Management Plan and all WTMPs;
  - (ii) details as to timing of implementation of WTMPs;
  - (iii) a schedule of WTMPs submitted and those proposed to be submitted within the next two months; and
  - (iv) all relevant reports as required by the TMLG.
- (g) The TMLG must review the results of the traffic monitoring undertaken by Project Co and any relevant Responsible Road Authorities for effectiveness of traffic management during construction.

## **7.5 Traffic controllers**

All persons required to perform the duties of a traffic controller must undertake the relevant training and must be examined and certified as competent to perform their respective traffic controller duties.

## **7.6 Access for Works**

- (a) Entry and exit to and from the Construction Areas will be via roads operated by VicRoads, CityLink, the Port Manager or other parts of the road network, subject to obtaining any necessary prior approval of the Relevant Road Authority.
- (b) Haulage of bulk material to and from the Construction Areas to within a two km range of the Project Area must be via roads operated by VicRoads, CityLink or the Port Manager or, subject to obtaining prior agreement by the Relevant Road Authority, other parts of the road network.

## **7.7 VicRoads Traffic Bulletin**

A weekly report must be provided to VicRoads detailing to the extent required by VicRoads:

- (a) all current Works affecting traffic; and
- (b) all Works proposed to be carried out within the next three weeks,

and may be published on the VicRoads web site.

## 7.8 Incidents and Accidents

- (a) Subject to section 7.8(b), Project Co must manage all incidents and accidents within the parcels of land comprising the Construction Areas as they are made available progressively to Project Co under this Agreement and the Construction Licence.
- (b) Project Co's obligation to manage incidents and accidents under section 7.8(a):
  - (i) will be reduced to the extent that the relevant incidents and/or accidents are managed or controlled by the Emergency Services; and
  - (ii) in respect of the Service Area is set out in section 8 of Part H22.

## 7.9 Temporary Lighting

Not less than existing lighting levels are to be maintained during construction until permanent street lighting is installed and operational. Any changes to existing lighting levels must be approved by the State.

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# 8. Environmental Management during construction

## 8.1 General

- (a) The parties acknowledge and agree that this section 8 only applies during the D&C Phase.
- (b) The D&C Activities must be carried out in accordance with:
  - (i) the Business Management Strategy;
  - (ii) the Construction Environmental Management Plan; and
  - (iii) the Environmental Requirements.
- (c) Separate Worksite Environmental Management Plans (**WEMPs**) must be prepared for the management of discrete stages or components of the Works that may have an adverse impact on the Environment.
- (d) WEMP's must:
  - (i) identify specific measures included in the relevant Construction Procedure to prevent adverse environmental impacts; and
  - (ii) include relevant drawings showing:
    - A. location and scope of works to be managed;
    - B. location and nature of physical controls required by the plan;
    - C. nature and frequency of monitoring to be undertaken for each of the identified potential adverse impacts; and
    - D. procedures for notification of any incident or potential hazard.
- (e) A suitably qualified management representative (**Environmental Representative**) must be appointed by Project Co. The Environmental Representative will have authority and responsibility for issues relating to environmental management throughout the performance of the D&C Activities and must review the outcomes of



all environmental audits and ensure that the issues identified in the environmental audits are addressed.

- (f) The IREA will:
  - (i) review and approve the proposed CEMP and OEMP for compliance with the Environmental Management Strategy and Environmental Requirements in accordance with EMP3 of Part H21 and the State Project Documents;
  - (ii) review and approve amendments to the CEMP and OEMP;
  - (iii) review and comment on each proposed WEMP under section 8.2;
  - (iv) carry out the following audits:
    - A. six monthly audits of compliance with the Environmental Management Strategy;
    - B. quarterly audits of compliance with the CEMP; and
    - C. monthly environmental audits of implemented WEMPs including auditing the effectiveness of WEMPs.
- (g) Results of all environmental audits must be provided to the State within five Business Days.
- (h) In addition to section 8.1(g), the IREA must produce 6 monthly audit reports and sub-reports to the State for provision to the Minister for Planning and other approval authorities as appropriate.
- (i) Project Co must co-operate with, and do all things reasonably necessary to assist, the IREA in performing its functions referred to in section 8.1(f) to (h) including the timely provision of information and responding to any request for further information.
- (j) The CEMP and OEMP as approved by the IREA and all approved amendments to the CEMP and OEMP must be provided to the State for review and approval in accordance with the Review Procedures.

## **8.2 Worksite Environmental Management Plans (WEMPs)**

- (a) Each WEMP must be distributed, agreed and approved in accordance with the following process:
  - (i) a draft WEMP must be distributed to the State and the IREA;
  - (ii) recipients of the WEMP must be allowed five Business Days to provide comments; and
  - (iii) the final WEMP must:
    - A. respond to any items raised by the State and the IREA;
    - B. be approved by the Environmental Representative; and
    - C. be submitted to the State and the IREA for information purposes prior to the Works covered by the WEMP commencing.

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## 9. Testing and Commissioning

### 9.1 General requirement

- (a) Testing and commissioning must be carried out and comply, as a minimum, with the requirements of this section 9 and the Construction Management Plan.
- (b) All testing and commissioning must be documented with the performance results clearly recorded against the design requirements.

### 9.2 Progressive testing

- (a) Subject to section 9.2(b), the testing and commissioning must be undertaken progressively and must be completed before the Date of West Gate Tunnel Completion except for any commissioning tests which must be undertaken under traffic and which must be completed before Close-Out.
- (b) Where new FMS is required to be operational on the West Gate Freeway during the carrying out of the Works, including in accordance with Part H22, the FMS must undergo the appropriate testing and commissioning in accordance with:
  - (i) in the event VicRoads operates the FMS at the time of the relevant commissioning, VicRoads usual requirements; or
  - (ii) in the event Project Co operates the FMS at the time of the relevant commissioning, Project Co's usual requirements,before being utilised for this purpose.

### 9.3 Testing and commissioning records

- (a) Testing and commissioning records must be made available to the State and the IREA in accordance with section 14 and must include:
  - (i) Work Lot registers which must:
    - A. provide access to all checklists, test reports, test certificates, as-built survey certificates or other quality assurance documentation required by the Construction Quality Management Plan and Inspection and Test Plans; and
    - B. identify for each Work Lot:
      - 1) location and Asset;
      - 2) quantities and sources of materials;
      - 3) details to enable tracing of test samples; and
      - 4) sampling frequency compared to specified testing frequency;
  - (ii) registers of sampling and testing which enable identification of all test requisitions for each Work Lot and the date and reference number of corresponding test reports;
  - (iii) road safety audit reports;

- (iv) commissioning reports verifying compliance with:
  - A. pavement performance parameters;
  - B. ride quality;
  - C. traffic noise amelioration;
  - D. traffic management systems;
  - E. FMS requirements;
  - F. tolling systems; and
  - G. any mechanical and electrical systems; and
- (v) as-built survey certificates, which must be certified by a qualified surveyor and which must compare the as-built survey with the design geometry and identify any non-conformances.

#### **9.4 Measurement of noise**

- (a) As a condition precedent to Close-Out Project Co must ensure:
  - (i) as a minimum, at least 3 months after Tolling Completion, tests are undertaken to measure traffic noise are carried out in accordance with section 18.3(f) of Part B;
  - (ii) the results of these tests are used to validate the models used for traffic noise predictions and verify compliance with section 18.3 of Part B; and
  - (iii) a report verifying compliance with section 18.3 of Part B, in respect of the above requirements, is provided to the State and the IREA.
- (b) The proposed model validation process referred to in section 9.4(a) must:
  - (i) include measurement locations and selection criteria; and
  - (ii) be fully specified in the relevant Preliminary Design Documentation.
- (c) During the D&C Phase construction noise at sensitive receptors must be regularly measured to verify compliance with this Agreement.
- (d) Project Co must monitor Traffic Noise levels during the O&M Phase to ensure compliance with section 18.5 of Part B.

#### **9.5 Testing of off-site equipment**

Off-site manufactured equipment must be tested at the point of manufacture prior to delivery (wherever this is practical) and further on site tests carried out during commissioning.

#### **9.6 Non-conformance and Defects**

The State and the IREA must be promptly notified of any Non-Conformance or Defect identified by testing and commissioning.

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## **10. Construction records**

### **10.1 General**

Accurate and complete construction records must be maintained at all times during the D&C Phase for every Asset identified in the Asset Inventory in a form that is readily accessible to the State and the IREA.

### **10.2 Construction records system**

- (a) The system used to maintain construction records must:
  - (i) ensure that all construction records are compiled in Work Lots and that each Work Lot is clearly referenced to the relevant Asset; and
  - (ii) ensure that each certificate issued by the Construction Quality Representative clearly identifies the relevant Asset, to which it relates and their constituent Work Lots.

### **10.3 Contents of construction records**

- (a) Construction records for each Construction Package must include:
  - (i) all quality assurance records required by the ITPs;
  - (ii) site instructions and any DCNs;
  - (iii) non-conformance reports; and
  - (iv) current versions of the IFC Design Documentation with as-built changes (including repaired Defects) marked up to scale and referenced to the applicable DCN.
- (b) If a drawing is amended and issued as a new revision before completion of the Construction Package, any changes recorded as mark-ups prior to that amendment must be incorporated in the new revision and the traceability to the relevant DCN must be preserved.

### **10.4 Control of Non-Conformance**

- (a) The obligations in this section 10.4 are without limitation to any obligations in relation to quality assurance under this Agreement.
- (b) Project Co must notify the State and the IREA of any Non-Conformance with respect to the Works within one Business Day of the Non-Conformance being identified.
- (c) Project Co must record all Non-Conformances and the status of all Non-Conformances in a register.
- (d) A Work Lot Non-Conformance must be treated as a Hold Point which must not be released until a disposition acceptable to the State, acting reasonably, is submitted to the State and the IREA.
- (e) Project Co must review and analyse the cause of all Non-Conformances and develop a plan of corrective action to minimise the likelihood of recurrence.
- (f) If the IREA notifies Project Co of a Non-Conformance, Project Co must deal with the non-conformance in accordance with this section 10.4.

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## **11. As-Built Records**

### **11.1 General**

As-Built Records must include the final versions of the construction records.

### **11.2 Closure of As-Built Records**

- (a) Procedures must be in place for expeditious closure of As-Built Records.
- (b) The As-Built Records for a Construction Package or part of a Construction Package must be completed and closed as soon as practicable, in accordance with the Construction Quality Management Plan, so as to ensure that after the Date of West Gate Tunnel Completion, the As-Built Records represent the Works as completed.
- (c) Closure of As-Built Records cannot occur until:
  - (i) all inspections and tests required for the Work Lots represented by As-Built Records have been completed and the results recorded;
  - (ii) any Non-Conformances and Defects that cannot be corrected promptly have been notified and recorded on the Defects list in accordance with section 13, and the Non-Conformance report marked accordingly;
  - (iii) the final marked-up copy of every drawing relevant to the Construction Package or the part of the Construction Package, including drawings without change, have been checked for completeness and signed by a person with responsibility for supervision of the work;
  - (iv) the complete set of As-Built Records for the Construction Package or the part of the Construction Package has been made available to the State and the IREA; and
  - (v) the Construction Quality Representative has certified (in the form required by the Schedule of Certificates and Notices) compliance with the requirements of this section 11.2.
- (d) As-Built Records must be closed before:
  - (i) the Works represented by the As-Built Records are covered up or subsequent Works are undertaken which would, in the opinion of the IREA, prevent inspection or repairs;
  - (ii) manufactured components, including precast and fabricated components, are erected or incorporated into the Works; and
  - (iii) in the case of Returned Works, the notice required by clause 20.3(c)(ii) of this Agreement has been issued for the Returned Works represented by the As-Built Records.
- (e) The requirements in section 11.2(d) will not apply where it is either not practicable to undertake testing required for closure of As-Built Records before Works are covered up (e.g. flushing of subsoil drains) or in particular situations where test results are unavailable. Where these circumstances apply, any additional inspection or testing arrangements required by the IREA must be included in the applicable Inspection and Test Plan, and the As-Built Records must be closed as soon as practicable after the test results are available.

### **11.3 Revisions of As-Built Records**

The electronic CAD files for the As-Built Records must be revised after the relevant Work Lots have been closed to incorporate all changes to enable production of the final electronic CAD files for the As-Built Records.

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## **12. Asset Inventory**

- (a) The Asset Inventory compiled in accordance with this section must be used as the basis for the Asset Management System during the O&M Phase and must be able to be correlated with the Work Breakdown Structure throughout the D&C Phase.
- (b) The Asset Inventory must be structured in layers comprising Assets, classified by type where:
  - (i) components are the constituent parts of an Asset which need to be separately identified in the design; and
  - (ii) component types are identifiable elements of an Asset type which have differing characteristics and inventory data requirements.
- (c) Linear Assets including road carriageways, roadsides and paths must be included in the Asset Inventory as discrete sections between readily identified points such as intersections, interchanges, cross roads or creek crossings.

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## **13. Defects List**

- (a) A system for monitoring the rectification of any Defects, including the maintenance of a Defects list, must be established.
- (b) Where Defects are notified by the State or the IREA, in accordance with this Agreement, the Defects list must record the party that notified the Defect and a reference to the notification.
- (c) The Defects list must identify any Defects proposed to be accepted by the State in accordance with clause 22.3 of this Agreement and must include references to any correspondence between the State and Project Co in respect of such Defects.
- (d) Records of Defects must not be deleted from the Defects list.
- (e) The Defects list must be maintained during the Term.
- (f) Every Defect must be identified against the relevant Asset and the location and nature of each Defect must be described in sufficient detail to enable subsequent inspection, repair and monitoring.

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## **14. Records and Reporting**

### **14.1 Format of manuals, plans, drawings and reports**

Any manuals, plans, drawings, programs, reports or associated information, or any updates or revisions of such manuals, plans, drawings, programs, reports or information required to be submitted must be submitted as a hard copy and as an electronic copy in the form agreed between Project Co and the State (or failing such agreement, in such form as the State or the IREA, as the case may be, requires).

## 14.2 Format of CAD drawings

- (a) CAD drawings must:
  - (i) have a layer naming convention and all associated attributes in accordance with VicRoads Final Drawing Presentation Guidelines;
  - (ii) use the real world reference defined in the User Coordinate System (UCS) as follows:
    - A. UCS: World;
    - B. Units: metres;
    - C. insertion base point: 0,0,0; and
    - D. be accompanied by relevant Metadata,and must be submitted to the State in Microstation V8i (or later).
- (b) The following design information must be provided in Digital CAD format:
  - (i) reference models or Xrefs for each individual discipline including separate 2D concept and 3D design models as per Section 2 of VicRoads Final Drawing Presentation Guidelines;
  - (ii) all aspects of civil or structural works;
  - (iii) all aspects of drainage works and drainage modelling works;
  - (iv) all sight lines, vehicle turning movements and clearance envelopes as separate reference or Xref files; and
  - (v) all design contour files at appropriate contour intervals for each work stage.
- (c) Digital CAD reference or Xref files must be saved in correct global orientation and in correlation with controlled survey.
- (d) Digital CAD reference or Xref files units to be in metres.
- (e) Final drawing productions must be presented in accordance with VicRoads Final Drawing Presentation Guidelines.

## 14.3 Format of GIS Data

- (a) GIS Data must be supplied:
  - (i) in a standard GIS (.tab, .mid, .shp); and
  - (ii) as Horizontal Datum: GDA 94
    - A. Projection: UTM
    - B. Grid: MGA
    - C. Vertical datum: AHD

- (b) Layers are to be separated into feature classes in a structure that is clearly documented and supplied with the data.

#### 14.4 Drawings

All drawings must be provided in PDF format.

#### 14.5 Survey information

The format of all survey information must be in accordance with VicRoads Standards.

#### 14.6 Electronic access to design and construction records

- (aa) An electronic project document control and correspondence management solution (PDCS) must be provided that incorporates the following features:
- (i) manage multiple types of correspondence (including email) in a centralised, fully auditable repository;
  - (ii) flexible document register with full revision control and options for access and integrated online document viewer with redline & mark-up capability;
  - (iii) controlled, formal distribution of documents to users and external parties with transmittals;
  - (iv) group and distribute packages of documents and subsequent addendums;
  - (v) manage the review and approval process for documents and drawings through flexible workflow within review teams;
  - (vi) incoming or outgoing tasks that can be linked to mail or documents, and managed collectively in a 'To Do Register';
  - (vii) a standard library of reports covering all modules, that can be modified by users as required;
  - (viii) manage a project's lot documentation and status;
  - (ix) inspection checklist and defecting tool;
  - (x) unlimited users - collaborate with as many users from as many companies as required;
  - (xi) unlimited data storage;
  - (xii) consultation and training to setup and implement the project;
  - (xiii) 24x7 Help Desk Support - 1800 hotline, email and online support, available for all users;
  - (xiv) training - Sessions for users and administrators conducted as required on-site; and
  - (xv) all upgrades automatically deployed to the PDCS.
- (ab) Save as provided in sections 14.6(ac) and 14.6(ad) of this Part F6, or except to the extent agreed by the parties in writing, Aconex shall be provided, maintained and operated as the primary software system for the PDCS including:



- (i) the delivery of all functions and features referred to in section 14.6(aa) above which, without limitation, includes the following:
    - A. formal correspondence;
    - B. contract notices;
    - C. design packages;
    - D. management plans; and
    - E. formal reports; and
  - (ii) providing electronic access to, and transmission of, design and construction records and documentation to the State and the IREA and formal correspondence relating to the Project between the parties.
- (ac) Subject to section 14.6(ad), Teambinder or Hexagon software (**secondary software systems**) may be used solely for the management of the following limited aspects of the PDCS (as may be amended by written agreement between the parties):
- (i) the monitoring and management of the rectification of any Defects and Non-Conformances, including the maintenance of a Defects list and quality, design and construction records; and
  - (ii) the installation and commissioning activities in respect of mechanical and electrical equipment forming part of the Project Activities,
- and in respect of such aspect of the PDCS being managed by each secondary software system, each secondary software system must:
- (iii) provide clear details of the relevant Defect or Non-Conformance, including relevant photos where applicable;
  - (iv) link each issue to the relevant Asset; and
  - (v) effect the transition or replication (as the case may be) from Aconex, and store within the secondary software system, all relevant data and information (created or collected on and from that date that such secondary software system is fully operation) for the management by that secondary software system of the relevant aspects of the PDCS listed in section 14.6(ac) of this Part F6.
- (ad) Operational implementation of the secondary software systems for the purposes listed in section 14.6(ac) (as may be selected and adjusted by written agreement between the parties in accordance with section 14.6(ac)) will be achieved by 1 June 2022, with the intention of achieving full transition to the secondary software system for the purposes listed in section 14.6(ac) by 1 August 2022 (or at a later date by written agreement between the parties in accordance with section 14.6(ac)).
- (ae) Access to all primary and secondary systems used for the PDCS must be fully available to the State and the IREA.
- (a) During the D&C Phase, the State and the IREA must be provided with electronic access to the following design and construction records indexed by Construction Package:
- (i) Preliminary Design Documentation and Certified Design Documentation;

- (ii) Construction Documentation;
  - (iii) site instructions and DCNs;
  - (iv) sampling and testing registers required by section 9.3(a)(ii);
  - (v) monthly progress report required by section 14.7(a);
  - (vi) non-conformance reports;
  - (vii) the Defects list;
  - (viii) Work Lot registers and records; and
  - (ix) closed As-Built Records.
- (b) Electronic access to design and construction records must:
- (i) be available at all times during the Term;
  - (ii) be accessible by web browser;
  - (iii) present records in a format acceptable to the State and the IREA;
  - (iv) have a response time less than 30 seconds;
  - (v) enable convenient searching and selection of records; and
  - (vi) allow reports to be generated by the State and the IREA on an as needs basis.

## 14.7 D&C Phase Progress Reports

- (a) During the D&C Phase, the State and the IREA must be provided with monthly reports on the progress of the D&C Activities.
- (b) The monthly progress report must include (to the extent applicable) the following:
- (i) a management overview which addresses overall progress and key D&C Phase issues;
  - (ii) photographs and video records of the progress of the D&C Activities;
  - (iii) a report on the D&C Activities which addresses:
    - A. for each Construction Package, progress towards:
      - 1) completion of Preliminary Design Documentation;
      - 2) completion of Certified Design Documentation;
      - 3) West Gate Tunnel Completion; and
      - 4) closure of As-Built Records;
    - B. the D&C Program and progress relative to the D&C Program and the ~~original~~ Project milestones;

- C. key issues and actions arising from the D&C Activities including contractual and financial issues (including any Claims lodged under clause 60.3 of this Agreement), delays to progress, significant safety, environmental or quality issues, and Project Co's response to these issues including;
    - 1) progress claims paid under the D&C Subcontract;
    - 2) commissioning and completion progress of the Works including procurement and performance;
    - 3) stakeholder issues covering property and authorities/utilities; and
    - 4) traffic management issues;
  - D. any issues associated with maintenance of Roads during construction, including public or Facility Owner complaints and safety issues;
  - E. occupational health and safety, environment, quality, project organisation structure and staffing, industrial relations, contractor and subcontractor issues;
  - F. incidents notified to the State or the IREA and outcomes of investigations or responsive actions; and
  - G. identification and progress on rectification work and implemented Pre-Agreed Modifications;
- (iv) planning and implementation of O&M Activities prior to the Date of West Gate Tunnel Completion;
  - (v) a corporate relations report (including government, media and community relations) which includes Project Co's actions to address identified issues;
  - (vi) reporting on compliance with the LIDP, Workforce Development Plan including the Skills Guarantee Compliance Plan and Social Procurement Strategy;
  - ~~(vi)~~(vii) [a copy of the East Zone Major Steel Procurement Schedule which, at a minimum, includes all of the information required by the template set out in the East Zone Major Steel Procurement Schedule, setting out progress and any updates that may have occurred during the monthly reporting period; and](#)
  - ~~(vii)~~(viii) other reasonable requirements of the State or the IREA.

## 14.8 Submission of Records

- (a) Design and construction records required by this Part F must be provided to the State as a complete electronic record as a condition precedent to each of West Gate Tunnel Completion, Tolling Completion and Close-Out.
- (b) A complete electronic copy of the As-Built Records for each Construction Package (including the final revised electronic versions of IFC Design Documentation) must be supplied to the State and IREA prior, and as a condition precedent, to Close-Out.

- (c) For the purposes of section 14.8(b), a complete electronic copy of the As-Built Records for each Returned Works Construction Package (including the final revised electronic versions of the IFC Design Documentation) must be supplied to the State, the IREA and the relevant Facility Owner no later than 60 days after the date of completion of the Returned Works and as a condition precedent to Handback of Returned Works. As-Built Records for Returned Works must also include the relevant inspection and maintenance records for the Returned Works during construction.
  
- (d) Complete electronic copy includes all the final CAD drawings for the Works in the format identified in section 14.2 and the final GIS data in the format identified in section 14.3.

## Part F7 - Operation and Maintenance

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### 1. General

- (a) Project Co must:
  - (i) maintain and operate the West Gate Tunnel, including the Freeway;
  - (ii) maintain and operate the Freeway Control Centre; and
  - (iii) maintain (and where appropriate, operate) the Maintained Off-Freeway Facilities,in accordance with this Part F7, the O&M Phase Management Plan and the O&M Manuals.
- (b) The O&M Phase Management Plan and the O&M Manuals must comply with the requirements in Part F1.

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### 2. Operation

In carrying out its obligations under section 1(a), Project Co must:

- (a) develop, maintain and comply with agreed operating protocols with VicRoads to ensure effective management and operation of the road network, including at Freeway interfaces (and otherwise use best endeavours to communicate, cooperate and coordinate with VicRoads and its personnel in pursuit of those objectives);
- (b) communicate, co-ordinate and co-operate with VicRoads;
- (c) communicate, co-ordinate and co-operate with other Relevant Road Authorities;
- (d) manage the Freeway with the objective of ensuring that the Freeway is safe for all Users under all conditions, including traffic congestion and during the management of any incident;
- (e) continually monitor, investigate and report on safety and traffic hazards on the Freeway and undertake any required corrective actions;
- (f) liaise with relevant Authorities, including Emergency Services, on issues affecting the Freeway;
- (g) provide security measures with the objective of preventing unlawful or unauthorised access to any part of the Relevant Infrastructure to which access is prohibited or is unsafe;
- (h) subject to Project Co not being prevented from doing so at Law, remove abandoned vehicles from the Freeway;
- (i) establish and maintain a system for receiving and addressing complaints and enquiries; and
- (j) maintain appropriate records of operations.

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### **3. Incident management**

During the O&M Phase, for the Leased Area, Project Co must provide an incident response capability at all times, so as to:

- (a) subject to Project Co not being prevented from doing so at Law, ensure:
  - (i) disabled vehicles which are obstructing traffic or creating a road safety hazard are removed; and
  - (ii) disabled vehicles which are located on any shoulders used as emergency stopping lanes are removed within a reasonable time, in accordance with Best O&M Practices;
- (b) ensure the restoration of damage to the Relevant Infrastructure arising from any incident in accordance with the Code of Maintenance Standards;
- (c) assist Emergency Services personnel in the management of any incident;
- (d) establish and maintain a system to monitor and report response times and rectification times for all Traffic Incidents; and
- (e) meet the System and Traffic Incident Response Requirements identified in Part H19 in respect of Traffic Incident response.

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### **4. Environmental Management during the O&M Phase**

#### **4.1 General Requirements**

- (a) The O&M Activities must be carried out in accordance with:
  - (i) the Operations Environmental Management Plan; and
  - (ii) the Environmental Requirements.
- (b) The Environmental Representative will have authority and responsibility for issues relating to environmental management throughout the performance of the O&M Activities and must review the outcomes of all environmental audits and ensure that the issues identified in the environmental audits are addressed.
- (c) The IREA must, from West Gate Tunnel Completion until the expiry of its term, conduct regular audits of compliance with the OEMP (during the O&M Phase) at least at the frequency as specified in the Environmental Requirements;
- (d) Upon expiration of the term of the IREA, an Environmental Auditor independent of Project Co is to be engaged by Project Co to conduct regular audits of compliance with the OEMP (during the O&M Phase) at least at the frequency as specified in the Environmental Requirements.
- (e) Results of all environmental audits must be provided to the State within five Business Days.
- (f) In addition to section 4.1(e), the IREA during its term and thereafter the Environmental Auditor, must produce 6 monthly audit reports and sub-reports to the State for provision to the Minister for Planning and other approval authorities as appropriate.

- (g) Project Co must co-operate with, and do all things reasonably necessary to assist, the IREA in performing its functions referred to in section 4.1(c) and the Environmental Auditor in performing its functions under section 4.1(d) including the timely provision of information and responding to any request for further information.

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## **5. Notification to the State**

- (a) The State must be notified in accordance with the protocol agreed with the State and included in the O&M Phase Management Plan of either of the following associated with or affecting the O&M Activities:
  - (i) any Incidents;
  - (ii) any Major Incidents or incidents attended; and
  - (iii) any notice issued by WorkSafe of which Project Co becomes aware.
- (b) All relevant details of any Incident or Major Incident required to be reported to the State in accordance with the protocol agreed under section 2.2(a)(i) of Part F1, must be recorded (supported, where appropriate, by photographs of the site including the location of all safety devices) as soon as possible after the Incident or Major Incident.

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## **6. Not used**

## **7. Traffic management**

### **7.1 Traffic Plans**

- (a) The following traffic plans must be developed, regularly updated and complied with by Project Co:
  - (i) Diversion Traffic Management Plans;
  - (ii) Incident Traffic Management Plans; and
  - (iii) Maintenance Traffic Management Plans.
- (b) Each of the traffic plans must meet the requirements of the State Project Documents and be consistent with the FMS Agreement (to the extent applicable).

### **7.2 Content of traffic plans**

Each traffic plan referred to in section 7.1 must address, as a minimum (where applicable):

- (a) traffic signal operations;
- (b) on site location of traffic control devices;
- (c) on site location of Victoria Police and incident management personnel;
- (d) on site location and content of DISPLAN boxes;
- (e) the content of TMCS signs and displays;
- (f) the content of signs and displays along the Freeway and CityLink; and
- (g) notification requirements before the traffic plan is implemented.

### **7.3 Submission of Traffic Plans**

Notwithstanding section 7.1(a) the traffic plans referred to in section 7.1 must be submitted to the State and the IREA in accordance with the Review Procedures at least 120 Business Days prior to the Date of West Gate Tunnel Completion.

### **7.4 Diversion Traffic Management Plans (DTMP)**

- (a) DTMPs must be prepared for use in the management of traffic in the event of an incident on the Freeway, or in other circumstances where a traffic diversion is or will be required.
- (b) Potential diversions requiring DTMPs, and the details within each DTMP, must be developed in consultation with, and using best endeavours to agree with Emergency Services, VicRoads, Relevant Road Authorities and local councils (as applicable).

### **7.5 Incident Traffic Management Plans (ITMP)**

- (a) ITMPs must be prepared for the management of traffic around Incidents and Major Incidents occurring within the Leased Area.
- (b) Each ITMP must include a series of standard drawings identifying the location of traffic devices.
- (c) Incident management personnel must be appropriately qualified and incident management vehicles must be appropriately equipped for each type of incident.

### **7.6 Maintenance Traffic Management Plans (MTMP)**

Any O&M Activities that may involve working in close proximity to traffic must be undertaken in accordance with a MTMP.

### **7.7 Traffic controllers**

All persons who are required to perform the duties of an on-road traffic controller for undertaking traffic management pursuant to a DTMP, ITMP or MTMP must undertake the relevant training and be examined and certified as competent to perform their respective traffic controller duties.

### **7.8 Operations Traffic Management Liaison Group**

- (a) An Operations Traffic Management Liaison Group (OTMLG) will be established at least two months prior to the anticipated Date of West Gate Tunnel Completion.
- (b) The OTMLG will comprise representatives from the State, VicRoads, the CityLink Parties, Project Co, OpCo and other groups nominated by the State as required.
- (c) The OTMLG will be a forum for the exchange of information and the discussion of issues associated with operational traffic management, including liaison with VicRoads, data sharing, operational interfaces, coordination of systems between the State's road network, the CityLink network and the Freeway, new traffic management developments and other issues.
- (d) The OTMLG will have no legal responsibilities and will not have any power to require any of the parties or their Associates to act or refrain from acting in any way, and Project Co's responsibility for traffic management will not be limited or affected by the existence of, or determinations or decision of, the OTMLG.
- (e) The OTMLG will meet at least once every six months or at such other frequency as agreed by the State and Project Co.



## 7.9 VicRoads Traffic Bulletin

A weekly report, for inclusion on the VicRoads website, must be provided to VicRoads detailing, to the extent reasonably required by VicRoads:

- (a) all current O&M Activities; and
- (b) all planned O&M Activities proposed within the following three weeks,

that will involve the closure of any traffic lanes, within the Leased Area and any affected Roads.

## 7.10 Traffic information

- (a) The State and VicRoads must be provided with quarterly summaries of traffic data in a form reasonably acceptable to the State, provided that the State procures that VicRoads will maintain and treat such information as Confidential Information in accordance with clause 53 of this Agreement.

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# 8. Maintenance

## 8.1 General

- (a) Project Co must:
  - (i) ensure that only appropriately trained and qualified personnel are engaged in respect of the maintenance activities;
  - (ii) plan and implement maintenance activities in accordance with the O&M Manual;
  - (iii) where maintenance activities may have:
    - A. a material operational impact on traffic outside the Leased Area; or
    - B. an operational impact on traffic outside the Leased Area which requires traffic management on roads outside the Leased Area, having regard to the nature of the maintenance activity including whether it is planned or unplanned and the urgency of the circumstances:
    - C. use reasonable endeavours to coordinate the relevant maintenance activities with each applicable Relevant Road Authority;
    - D. obtain the agreement of each applicable Relevant Road Authority prior to the relevant maintenance activities commencing; and
    - E. where the agreement of the Relevant Road Authority is not able to be obtained prior to the relevant maintenance activities commencing due to unplanned nature of the maintenance activities or the urgency of the circumstances, notify the Relevant Road Authority of the relevant maintenance activities and take into account to the extent reasonably practicable any feedback provided.

- (iv) in accordance with the Code of Maintenance Standards, keep the Relevant Infrastructure in a clean and tidy condition and remove graffiti, litter and debris, including incident debris;
- (v) undertake regular inspections of the Assets of the Relevant Infrastructure in accordance with the O&M Manuals;
- (vi) maintain details of manufacturers' requirements and technical specifications and use them as considerations in performing maintenance in accordance with the Code of Maintenance Standards; and
- (vii) maintain records of all maintenance carried out in accordance with this section 8 and section 5 of Part D1.

## **8.2 General replacement and refurbishment**

The replacement and refurbishment of Assets must be undertaken at such times as required to ensure that the Relevant Infrastructure at all times meets the requirements of this Agreement.

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## **9. Not used**

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## **10. Not used**

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## **11. Code of Maintenance Standards**

### **11.1 Maintenance Standards**

- (a) A Code of Maintenance Standards must be developed which:
  - (i) is consistent with the preliminary Code of Maintenance Standards;
  - (ii) includes maintenance standards which will enable Project Co to comply with the requirements of this Agreement in respect of the O&M Activities for the duration of the O&M Phase;
  - (iii) clearly defines inspection principles, the frequency of inspections, intervention levels, and maximum acceptable maintenance response times; and
  - (iv) clearly defines the system of Asset condition rating to meet the requirements of section 12.2.
- (b) Maintenance standards must be defined in the Code of Maintenance Standards for appropriate Asset categories, including roadside Assets, and must include:
  - (i) the specific performance standards that must be maintained;
  - (ii) potential defects or hazards which could affect each performance standard;
  - (iii) clearly defined intervention levels for each potential defect or hazard;

- (iv) the intervention level at which the defect must be rectified or the hazard removed;
- (v) the period within which the defect must be rectified or hazard removed once the relevant intervention level has been reached;
- (vi) condition indicators and condition ratings for the relevant performance standard;
- (vii) the minimum frequency for:
  - A. daytime and, as required, night time inspections including for defects and condition rating inspections;
  - B. the maintenance activities. As a minimum, these activities include:
    - 1) lighting;
    - 2) Tunnel ventilation;
    - 3) Tunnel safety systems;
    - 4) pavement maintenance;
    - 5) safety barrier realignment, repair or replacement;
    - 6) hazard rectification;
    - 7) cleanliness of tunnel linings;
    - 8) litter control; and
    - 9) grass and weed control.
- (c) The maintenance standards must be at least equivalent to VicRoads maintenance standards for comparable facilities, as at the date of this Agreement without limiting and subject to Project Co's obligation to carry out the O&M Activities in accordance with Best O&M Practices.
- (d) Project Co must not depart from or amend a scheduled activity, intervention, process or standard set out in the Code of Maintenance Standards (including in the preliminary Code of Maintenance Standards set out in Part K), unless otherwise agreed by the State, in respect of the following sections:
  - (i) 4.2.8 Civil Architectural Features;
  - (ii) 4.3.1 Roadside Litter and Debris Removal;
  - (iii) 4.3.2 Graffiti and Unauthorised signs/posters;
  - (iv) 4.3.3 Landscaping; and
  - (v) 4.3.4 Architecture & Urban Design.

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## **12. Condition monitoring of Assets**

### **12.1 Asset Condition**

The Asset condition indicators, ratings and inspection frequencies in the Code of Maintenance Standards must be:

- (a) sufficient to allow the determination (and, where reasonably possible, the objective determination) of the condition and be used as an input to the likely Residual Design Life of each Asset; and
- (b) used as an input to inform the time at which refurbishment or replacement of the Asset should be undertaken.

### **12.2 Required Standards**

The condition rating of Assets may be used as an input to determine the extent to which the Relevant Infrastructure meets the Standards required by this Agreement at the Expiry Date.

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## **13. O&M Phase Reports**

### **13.1 Monthly reports**

- (a) During the O&M Phase, Project Co must provide the State with monthly reports of the O&M Activities within 15 Business Days of the end of each calendar month.
- (b) The monthly reports required under section 13.1(a) must include (to the extent applicable):
  - (i) a management overview which addresses key issues relating to the O&M Activities;
  - (ii) a summary of the O&M Activities which addresses or includes:
    - A. performance relative to the System and Traffic Incident Response Requirements identified in Part H19;
    - B. roadway operations, including traffic management and road safety;
    - C. environmental performance, including results of analysis of breaches of Environmental Requirements;
    - D. maintenance performance including landscaping works, routine repairs and replacement activities for all Relevant Infrastructure;
    - E. a summary of all incidents attended;
    - F. measurement and performance against KPIs;
    - G. other reasonable requirements of the State; and
    - H. a summary of material matters in relation to government, media and community relations including Project Co's actions taken to address identified matters; and

- (iii) a report on the balance of the Works, including any Defects, required to be completed for the purpose of achieving Close-Out.

## **13.2 Incident Reports**

- (a) Project Co must, after provision of a notice and report under section 5(a) and 5(b) respectively, promptly provide the State with a detailed report of:
  - (i) the details of the relevant Incidents and Major Incidents recorded under section 5(b); and
  - (ii) the action which was taken.
- (b) If a report is provided or required to be provided to the State under section 13.2(a), Project Co must thereafter provide to the State any additional information reasonably requested by the State in connection with the subject matter of such report.

## **13.3 Material Defects Reports**

- (a) Project Co must promptly provide the State with a detailed report of:
  - (i) any material Defect in the Relevant Infrastructure of which it becomes aware;
  - (ii) the action which is proposed to be taken to rectify the material Defect and the estimated time that this will require.
- (b) If a report is provided or required to be provided to the State under section 13.3(a), Project Co must thereafter provide to the State any additional information reasonably requested by the State in connection with the subject matter of such report.

## **13.4 Annual Budget**

During the O&M Phase, Project Co must provide the State with an annual budget by no later than the end of each Financial Year which set outs an overview of the planned expenditure on periodic capital works, asset refurbishment and asset replacement for the Freeway and the Maintained Off-Freeway Facilities for the upcoming Financial Year.

## Part G – Communications and Community Engagement

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### 1. Community Information

The parties acknowledge and agree that:

- (a) sections 2 to 9 of this Part G will only apply during the D&C Phase; and
- (b) section 10 of this Part G will only apply during the O&M Phase.

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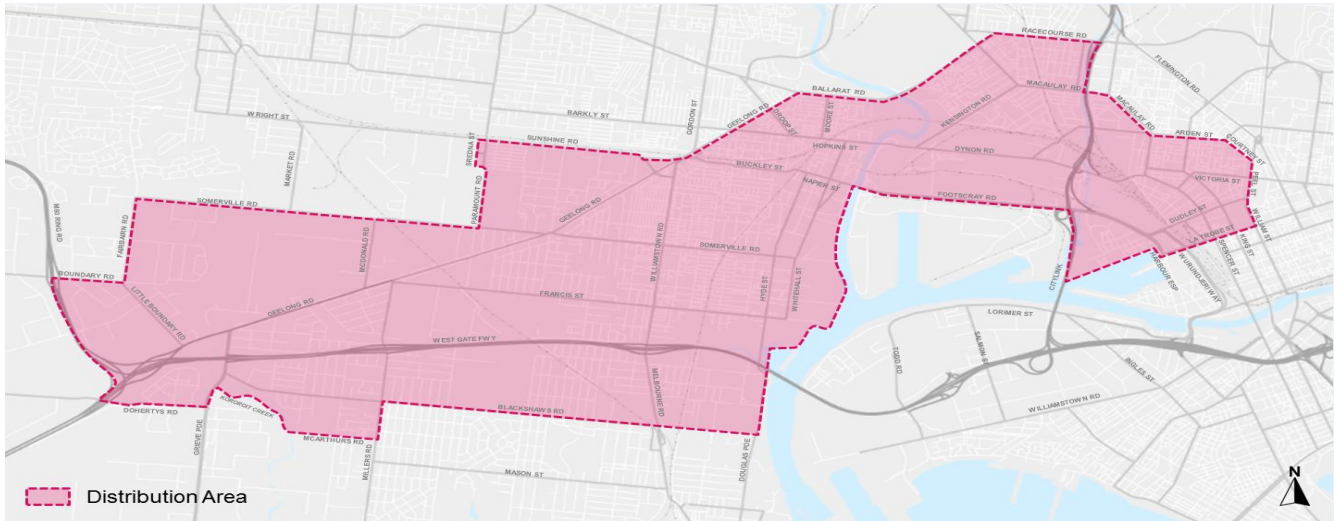
### 2. General requirements

As part of the Construction Communications and Community Engagement Plan, the following activities and issues must be addressed:

- (a) Project Co must:
  - (i) provide:
    - A. resources to respond to all enquiries passed on to Project Co; and
    - B. construction and project related information as required by the State for distribution to the community in response to relevant enquiries,  
  
received via a 24-hour response phone number, operated by the State, targeted to the local community to address specific aspects of project construction information or otherwise received directly by the State or Project Co. This arrangement should be available at all times during the performance of the D&C Activities;
  - (ii) update the register or database established by the State in accordance with Part H21, with records of all enquiries and complaints from the public regarding the Project during the D&C Phase which are made directly to Project Co or passed on to Project Co by the State, including names, nature of the inquiry, response provided and date of response;
  - (iii) acknowledge all enquiries promptly and answer or advise of further action within five Business Days, including where possible, a likely timeframe for resolution. Fortnightly reports must be provided to the State outlining details of public enquiries received and the response provided;
  - (iv) provide regular content to the State for the State to post on its Project website and social media platforms (including Youtube, Twitter, LinkedIn and Facebook), including comprehensive and up-to-date construction information and details of community and traffic disruption;
  - (v) provide video footage, aerial photography and time lapse footage to promote the progress of the D&C Activities. The video production firm and photographer must be approved by the State;
  - (vi) develop accurate 3D animation of the project design and an interactive map from the 3D model, maintained and updated to include major design changes, to be used for community information and engagement purposes throughout the D&C Phase;

- (vii) prepare and distribute a community update newsletter (**Community Update**) at regular intervals (not less than four per year) and in a format and style agreed with the State, to be distributed by direct mail to households and businesses in the distribution area shown in Figure 1.1;
  - (viii) ensure the Community Update provides information on construction progress, planned activities and impacts, as well as promotes opportunities for community involvement. The Community Update must be accessible on the internet including in a Word accessible format and available as a separate document capable of download. The distribution area for the Community Update and any other direct mail to the local community is shown in Figure 1.1;
  - (ix) plan and manage community pop-ups and displays in respect of the Works as agreed with the State. Project Co must develop an annual schedule for attendance at all community events held across the Project corridor for agreement with the State. These will generally be major annual community events managed by each local municipality along the Project corridor such as the Yarraville Festival. The event activities, management, dates and location must be agreed by Project Co and the State and must cater for public attendance numbers equivalent to similar previous events; and
  - (x) notify households and businesses or other impacted stakeholders likely to be affected by the D&C Activities, including by noise, dust and changed conditions, before those D&C Activities occur (**Notification of Works**). Maximum possible notification must be given, including an explanation of the Works, timing and possible impact. Contact details must be provided to facilitate community questions and responses. Notification should occur no later than ten Business Days prior to commencement of the relevant D&C Activities in any local area affected. Copies of any letters should be provided to the State for information at least two Business Days prior to the intended date of delivery. A notification relating to those Works must also be published on the Project website;
- (b) Branding guidelines as agreed between the State and Project Co, for written and digital publications, including appropriate use of logos and branding, must be adhered to.
  - (c) Except for Notification of Works in accordance with section 2(a)(x), all community information and media materials must be approved by the State as soon as reasonably practicable and within five Business Days to the extent possible using its reasonable endeavours.
  - (d) Project Co must immediately inform and provide details to the State of any enquiries from Members of Parliament or councillors and must refer any enquiries from Members of Parliament to the State.
  - (e) Project Co must inform the State of engagement with council officers on a weekly basis. In the event that a significant issue is raised by a council officer, Project Co must notify the State as soon as reasonably practicable.
  - (f) An appropriate languages other than English (**LOTE**) strategy must be prepared by Project Co and approved by the State and used to communicate with culturally and linguistically diverse (**CALD**) communities. The LOTE strategy must include the publication of key project information in other languages in hard copy and online form and the availability of interpreting services.
  - (g) Project Co must organise and manage site visits for media and stakeholders as reasonably requested by the State.

- (h) Project Co is required to implement a regular and rigorous evaluation of the effectiveness of its communication and community engagement program to the satisfaction the State.
- (i) Figure 1.1 Community Information Bulletin Distribution Area



### 3. Visitor Information Centre

- (a) A visitor information centre must be established that will:
  - (i) enable stakeholders to raise concerns or provide feedback in relation to the Project;
  - (ii) be easily accessible to the public via all modes of transport;
  - (iii) be located within 500m of the Project Area;
  - (iv) be able to accommodate parking for 5 visitors' cars and one bus;
  - (v) have a dedicated room for presentations which:
    - A. accommodates up to 50 people; and
    - B. contains PC and audio visual equipment to enable presentations to be displayed using USBs and DVDs;
  - (vi) operate from five months after Financial Close until one month after opening of the Tunnel to traffic or an earlier date as determined by the State;
  - (vii) be staffed from 10.00am – 5.00pm Monday to Friday, and 10.00am – 4.00pm on Saturdays (excluding public holidays); and
  - (viii) include:
    - A. up-to-date information on the Project using photographs and videos updated quarterly;
    - B. high quality Project information and visual displays which detail matters of interest including:



- 1) Project benefits;
  - 2) Tunnel ventilation systems;
  - 3) Tunnel fire and life safety systems;
  - 4) traffic management strategies;
  - 5) landscape outcomes including urban design features;
  - 6) noise attenuation;
  - 7) environmental and cultural heritage;
  - 8) Tunnel and bridge construction;
  - 9) progress of the Works; and
  - 10) geotechnical information;
- C. samples of finishes and urban design materials;
- D. a 3D interactive model(s) of the Project including:
- 1) Tunnel portals;
  - 2) ventilation outlets; and
  - 3) other relevant Project features;
- E. model of the tunnelling system(s) used;
- F. drive-through presentations; and
- G. other display material provided by the State.

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#### 4. Community Liaison Group

- (a) The State proposes to establish a community liaison group (**CLG**) for the D&C Phase to facilitate community and stakeholder involvement in the development of the Project in an advisory capacity and to create opportunities to address community concerns in relation to the Project.
- (b) The State will:
  - (i) appoint an independent chairperson to the CLG; and
  - (ii) provide administrative and support services required to hold meetings and facilitate the operation of the CLG.
- (c) Senior representatives of Project Co and the D&C Subcontractor will be required to participate in the CLG by:
  - (i) attending all meetings as convened by the chair;
  - (ii) providing the CLG with a regular report of the D&C Activities; and

- (iii) participating in other CLG stakeholder groups as required by the State from time to time.
- (d) The CLG will operate until a time determined by the State.

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## 5. Community Engagement

- (a) In regard to general engagement with the local community, Project Co must:
  - (i) adopt a consultative approach with the local community and actively foster positive relationships along the Project construction corridor; and
  - (ii) provide opportunities for community and stakeholder involvement and input into the Project.
- (b) Project Co must do all things reasonably necessary and in good faith to enable Community Issues to be resolved including:
  - (i) meeting with affected householders and/or businesses;
  - (ii) exchanging information;
  - (iii) considering all reasonably available alternatives; and
  - (iv) if necessary, without limiting any other obligations of this Agreement, making changes to the design or construction methodology in consultation with the State.
- (c) A 'Community Issue' is an issue in relation to the Works:
  - (i) which can be resolved through minor amendments to the Design Documentation or otherwise through the way in which the D&C Activities are performed; and
  - (ii) the effect of resolution of which:
    - A. will be within the general scope of the PSR; and
    - B. will not adversely affect the FFP Warranty.
- (d) Protocols in relation to how community impacts associated with construction will be managed must be developed in consultation with the State and published, and made freely available to the public. Project Co must implement the protocols. The protocols must include:
  - (i) a suite of standard measures to mitigate issues including noise and vibration on surrounding communities and consistent triggers for when such mitigation measures will be applied including mitigation measures such as alternative accommodation; and
  - (ii) measures to evaluate the effectiveness of the noise and vibration mitigation, including field monitoring and regular market research conducted with surrounding communities.

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## 6. Communications and Community Engagement Representative

Project Co must appoint a full time communications and community relations representative who:

- (a) has relevant tertiary qualifications and at least five years' experience in communications or a related field;
- (b) must liaise regularly with the State regarding community information, joint communications, open days, media enquiries and public announcements;
- (c) is readily available, contactable at all times during the Works and able to respond appropriately to urgent enquiries or requests;
- (d) is authorised by Project Co to provide official comment to media in accordance with this Agreement;
- (e) is fully briefed on all relevant aspects of the Works;
- (f) has access to additional, appropriately qualified resources to assist during busy periods;
- (g) can organise and manage site visits for stakeholders as requested by the State; and
- (h) can manage and coordinate the official opening of the West Gate Tunnel in consultation with the State; and
- (i) must attend fortnightly meetings with the State and where requested by the State the D&C Subcontractor to review communication and engagement activities.

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## **7. Media**

- (a) Project Co must develop and implement protocols for media management, recognising that the State's approval must be obtained prior to the release of media materials in relation to West Gate Tunnel.
- (b) Project Co must provide a report to the State each month detailing key milestones for publicity opportunities over the following six months (as a minimum). Project Co must work in conjunction with the State to organise events to celebrate appropriate key milestones and promote the Project.
- (c) Without limiting section 7(b) Project Co must work with the State to arrange and facilitate an official opening event to commemorate the Date of West Gate Tunnel Completion.

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## **8. Signage**

- (a) Project Co is required to produce and install:
  - (i) standard project signage as required by the State;
  - (ii) prominent signage/project branding on gawk screens along the entire length of the works zone and not less than every 50 metres; and
  - (iii) prominent signage/project branding for all site offices and works depots that are visible to communities and abutting road users.
- (b) Project Co must not install or allow a third party to install any advertising signs on the Site without the consent of the State.

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## **9. Accommodation for major community events**

Project Co must plan and implement appropriate traffic and transport management measures for any major community events that occur during the Term in accordance with the relevant CTMPs and WTMPs as set out in Part F1 and Part F6.

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## **10. Communications during the O&M Phase**

Communications and community engagement during the O&M Phase must be undertaken as set out in the Operations and Community Engagement Plan prepared in accordance with section 2.2(h) of Part F1.

## Part H - Specific Appendices

### Part H1 - Lane Requirements

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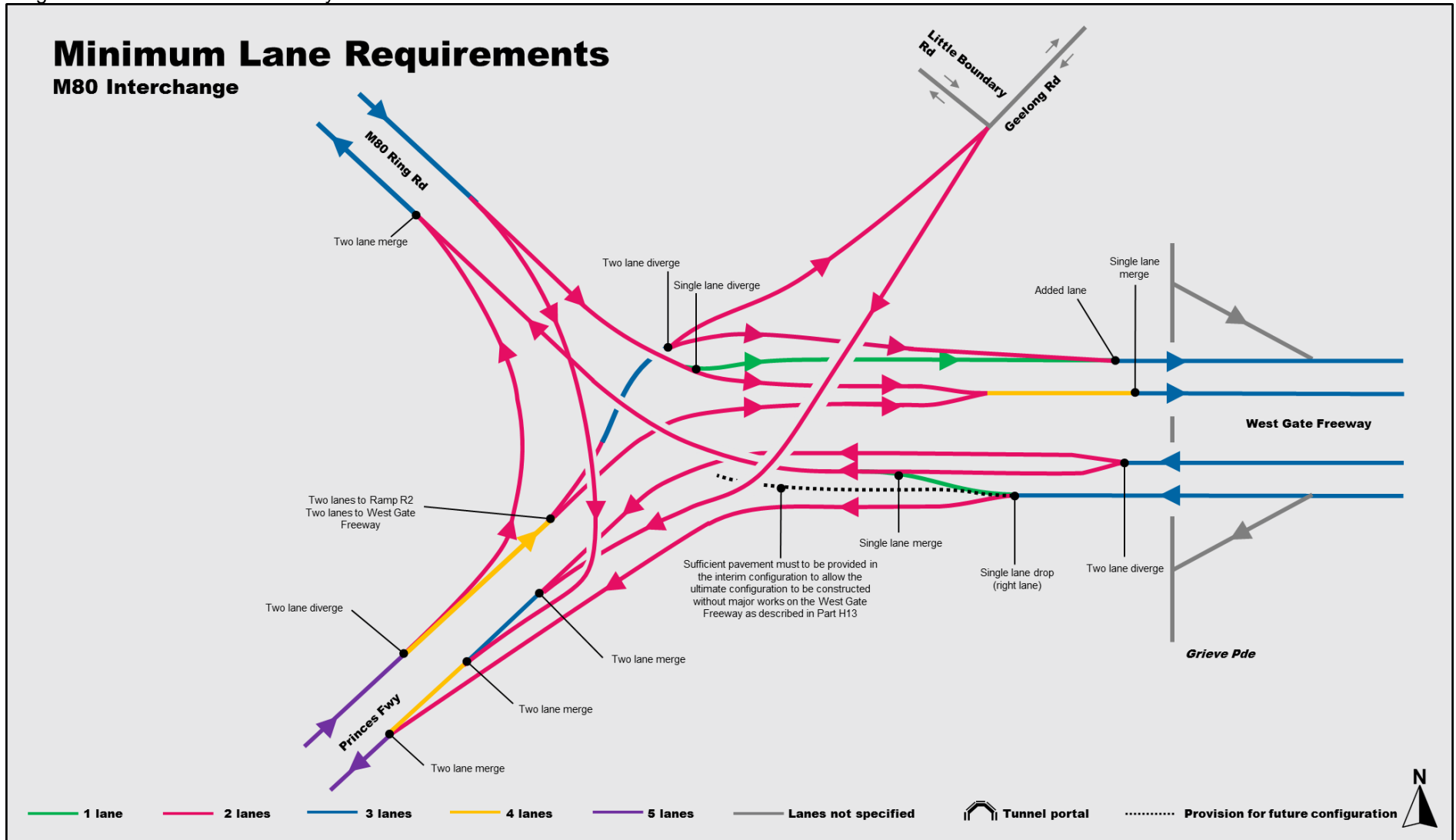
#### 1. General

##### 1.1 General

- (a) As a minimum, the lane configuration must be in accordance with sections 1.2 and 1.3.
- (b) Number of traffic lanes:
  - (i) Freeways - The number of traffic lanes must be as shown in Table H1.1 and Diagram H1.1 unless otherwise necessary to meet the requirements of Part H5 and Part H7.
  - (ii) Other Roads - The number of traffic lanes must be no less than;
    - A. **(as shown in Table H1.1):** as shown in Table H1.1 and Diagram H1.1 unless otherwise necessary to meet the requirements of Part H5 and Part H7;
    - B. **(not shown in Table H1.1):** if not defined in Table H1.1 and Diagram H1.1, the requirements of Part H5 and Part H7; and
    - C. those existing prior to Financial Close unless otherwise agreed to by the State in writing.

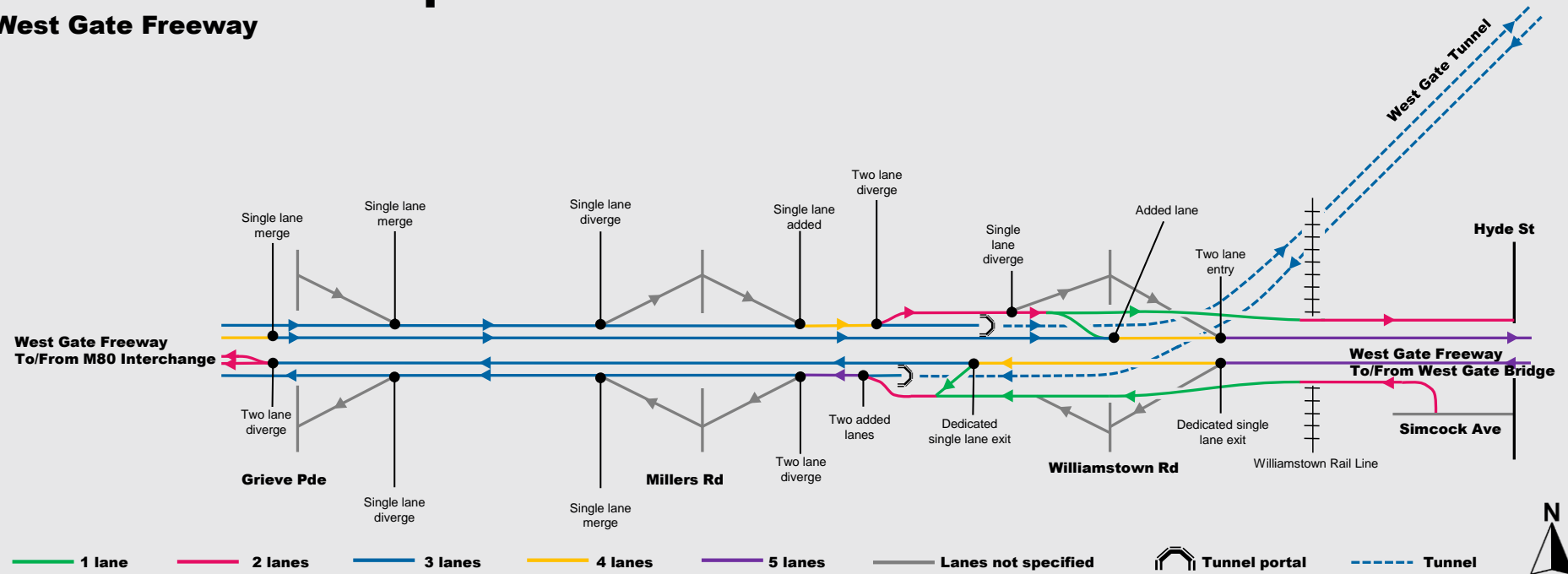
##### 1.2 Freeway lanes

Diagram H1.1 – Number of Freeway Lanes



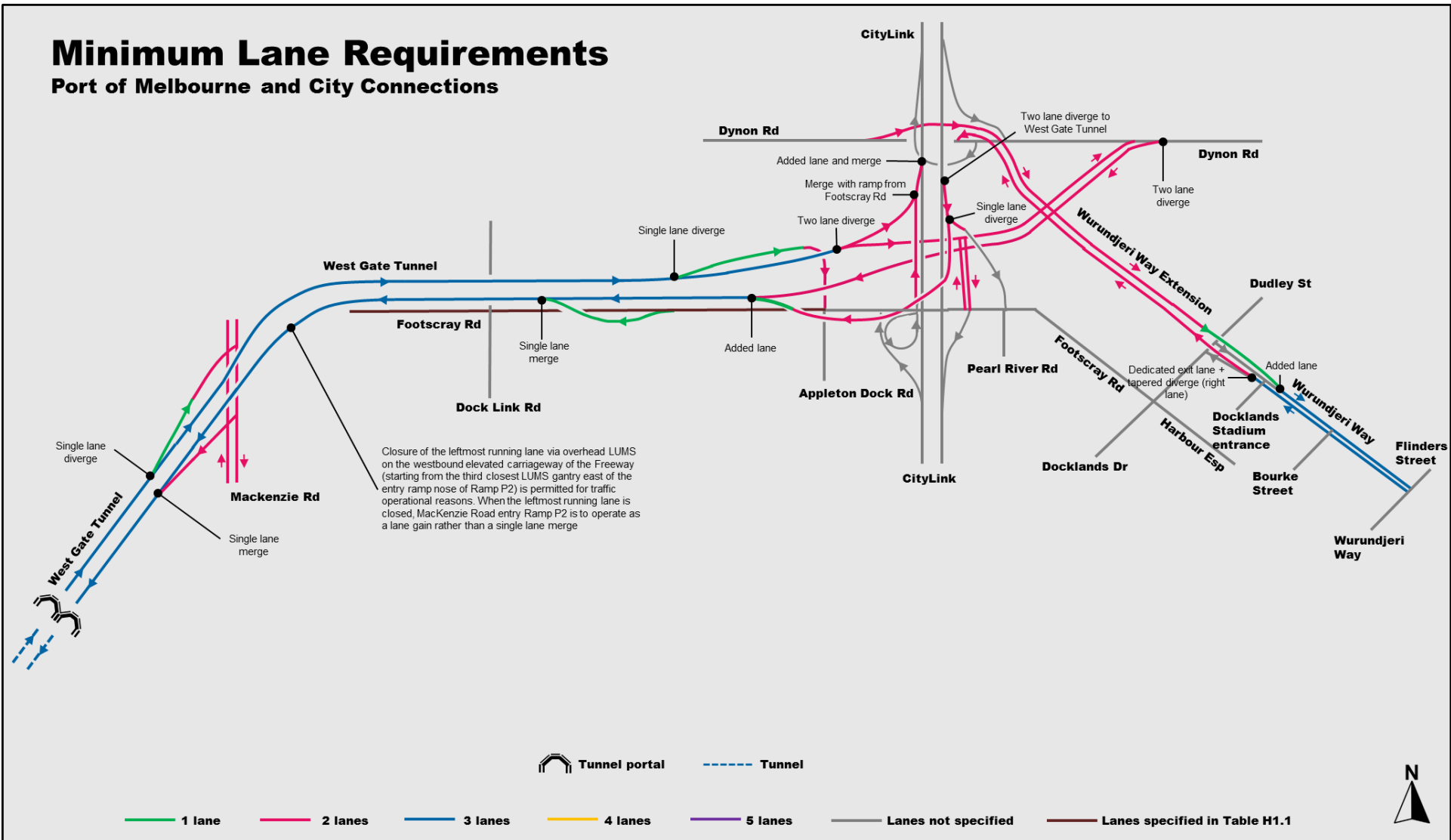
# Minimum Lane Requirements

## West Gate Freeway



# Minimum Lane Requirements

## Port of Melbourne and City Connections





### 1.3 Lane cross sectional dimensions

Table H1.1 – Lane cross sectional dimensions

Location	(2) Left emergency stopping lane / shoulder minimum width (metres)	Number / width of traffic lanes (metres)	(2) Right emergency stopping lane / shoulder minimum width (metres)
Princes Freeway – Westbound			
Main Carriageway	3.0	5 @ 3.5 (13)	1.0
West Gate Freeway - Westbound			
Collector-Distributor	3.0 <sup>(1)</sup>	3 @ 3.5 (12)	1.0
Main Carriageway	3.0 <sup>(6)</sup>	3 @ 3.5	1.0
West Gate Freeway - Eastbound			
Collector-Distributor	3.0 <sup>(1)</sup>	3 @ 3.5 (11)	1.0
Main Carriageway	3.0 <sup>(6)</sup>	3 @ 3.5	1.0
West Gate Freeway			
Braided Ramps (Ramp A1, Ramp A2)	4.0	1 @ 3.5 <sup>(4)</sup>	1.0
Hyde Street Ramps			
Exit (Ramp H1) <sup>(5)</sup>	1.0	2 @ 3.5	1.0
Entry (Ramp H2) <sup>(5)</sup>	1.0	2 @ 3.5	1.0
West Gate Tunnel			
West Gate Freeway to Tunnel – Eastbound	1.0	3 @ 3.5	0.5
Tunnel to West Gate Freeway – Westbound	1.0	3 @ 3.5	0.5
Eastbound Tunnel	1.0	3 @ 3.5	0.5

Location	<sup>(2)</sup> Left emergency stopping lane / shoulder minimum width (metres)	Number / width of traffic lanes (metres)	<sup>(2)</sup> Right emergency stopping lane / shoulder minimum width (metres)
Westbound Tunnel	1.0	3 @ 3.5	0.5
Tunnel portal to Ramp C1	1.0	3 @ 3.5	1.0
Ramp C2 to Tunnel portal	1.0	3 @ 3.5 (16)	1.0
<b>MacKenzie Road Ramps</b>			
Exit (Ramp P1)	1.0	2 @ 3.5	1.0
Entry (Ramp P2)	1.0	2 @ 3.5	1.0
<b>MacKenzie Road</b>			
Northbound	1.0	2 @ 3.5	1.0
Southbound	1.0	2 @ 3.5	1.0
<b>West Gate Tunnel to CityLink</b>			
Northbound (Ramp C1)	1.0	2 @ 3.5	1.0
Southbound (Ramp C2)	1.0	2 @ 3.5 <sup>(4)</sup>	1.0
<b>Appleton Dock Ramps</b>			
Exit (Ramp P3)	1.0	2 @ 3.5	1.0
Entry (Ramp P4)	3.0	1 @ 3.5 <sup>(4)</sup>	1.0
<b>Footscray Road Ramps</b>			
Exit (Ramp F1)	1.0	2 @ 3.5	1.0
Entry (Ramp F2)	1.0	2 @ 3.5	1.0
<b>Dynon Road Ramps</b>			
Eastbound (Ramp D1)	1.0	2 @ 3.5	1.0

Location	(2) Left emergency stopping lane / shoulder minimum width (metres)	Number / width of traffic lanes (metres)	(2) Right emergency stopping lane / shoulder minimum width (metres)
Westbound (Ramp D2)	1.0	2 @ 3.5	1.0
Wurundjeri Way Extension			
Northbound	1.0	2 @ 3.5	1.0
Southbound	1.0	2 @ 3.5	1.0
Wurundjeri Way			
Dudley Street to Flinders Street - Northbound	1.0 <sup>(7)</sup>	3 @ 3.5	1.0 <sup>(7)</sup>
Dudley Street to Flinders Street - Southbound	1.0 <sup>(7)</sup>	3 @ 3.5	1.0 <sup>(7)</sup>
Footscray Road			
Between MacKenzie Road and Appleton Dock Road – Eastbound	-	As existing @ 3.5	-
Between MacKenzie Road and Appleton Dock Road – Westbound Main Carriageway	-	3 @ 3.5 <sup>(14)</sup>	-
Between MacKenzie Road and Appleton Dock Road – Westbound service road	-	2 @ 3.5 <sup>(15)</sup>	-

Table Notes:

(1) May be reduced to 1.0 metre provided that emergency stopping bays are provided where safe and practical and at a maximum spacing of 500 metres. The emergency stopping bays must be a minimum of four metres wide for a minimum length of 40 metres plus appropriate tapers for deceleration and acceleration on the approaches and departures. The location of emergency stopping bays must be coordinated with the locations of LUMS gantries.

(2) May need to be widened to provide adequate sight distance.

(3) Not used.

(4) Single lane sections must be able to accommodate two lanes of traffic in a redundancy scenario as detailed in Part H8.

(5) Ramps H1 and H2 lane cross sections may be reduced to a minimum width of 3m left emergency stopping lane / shoulder, 3.5m traffic lane and 1m right shoulder to the extent

Location	(2) Left emergency stopping lane / shoulder minimum width (metres)	Number / width of traffic lanes (metres)	(2) Right emergency stopping lane / shoulder minimum width (metres)
<p>necessary to minimise impact on Donald McLean Reserve and the Westgate Golf Club (west of the Williamstown railway line, including any transition in lane configuration).</p>			
<p>(6) May be reduced to 1.0 metre only in circumstances where it is not possible to accommodate a larger lane width within the Land Availability Plans.</p>			
<p>(7) Only required on structure.</p>			
<p>(8) Not used.</p>			
<p>(9) Not used.</p>			
<p>(10) Not used.</p>			
<p>(11) Between Ramp M2 and Ramp W1, 4 lanes @ 3.5 metres.</p>			
<p>(12) Between Ramp W4 and Ramp M3, 5 lanes @ 3.5 metres.</p>			
<p>(13) Between Ramp R10 and nose of Kororoit Creek Road exit ramp.</p>			
<p>(14) Retain existing turn lane (additional to through lanes) at Linfox access.</p>			
<p>(15) Additional turn lane provided at each intersection.</p>			
<p>(16) Closure of the leftmost running lane via overhead LUMS on the westbound elevated carriageway of the Freeway (starting from the third closest LUMS gantry east of the entry ramp nose of Ramp P2) is permitted for traffic operational reasons. When the leftmost running lane is closed, MacKenzie Road entry Ramp P2 is to operate as a lane gain rather than a single lane merge.</p>			
<p><b>General</b></p>			
<p>(i) parking to be reinstated as per existing</p>			
<p>(ii) all dimensions are in metres</p>			
<p>(iii) Shoulder widths of 0.6 metres can be provided adjacent to high containment barriers on the side of the pavement. Allowance must be made for vehicle sway envelopes on the side of the pavement</p>			

## Part H2 - Posted Speeds and Design Speeds

### 1. Posted speeds and design speeds

- (a) The posted speeds must be in accordance with Table H2.1.
- (b) The design speeds used for road design must be calculated in accordance with the VicRoads Supplement to AUSTRROADS Road Design - Part 3 and must not be less than the minimum design speeds shown in Table H2.1.
- (c) Curves must be signed with an advisory speed when the design speed is less than the posted speed.

Table H2.1 – Posted, design and advisory speeds

Location	Standard Posted Speed Limit <sup>(1)</sup> km/h	Minimum Design Speed km/h	Curve Advisory Speed km/h
<b>Freeway Carriageways</b>			
West Gate Freeway - main carriageway	100	110	n/a
West Gate Freeway to Princes Freeway main carriageway	100	110	n/a
West Gate Freeway - Collector-Distributor	100 <sup>(3)</sup>	110 <sup>(3)</sup>	n/a
Braided Ramps	80	80	n/a
West Gate Tunnel - Tunnel section	80	80	n/a
West Gate Tunnel - Tunnel approach and departures	80	80	
West Gate Tunnel - all other sections	80	80	n/a
CityLink	80	80	n/a
<b>Freeway to Freeway Ramps</b>			
M80 interchange	-	80	80
West Gate Freeway to West Gate Tunnel	80	80	n/a
West Gate Tunnel to CityLink	80	80	n/a
<b>Freeway Exit Ramps</b>			
All except freeway to freeway ramps	The road being approached	80 at nose, reducing to suit conditions at	n/a

Location	Standard Posted Speed Limit <sup>(1)</sup> km/h	Minimum Design Speed km/h	Curve Advisory Speed km/h
	posted speed	ramp terminal intersection	
<b>Freeway Entry Ramps</b>			
All except freeway to freeway ramps	The freeway being entered posted speed.	To suit conditions at ramp terminal intersection, increasing to 80 at nose.	n/a
<b>Other Roads (2)</b>			
Grieve Parade	Existing	Existing	n/a
Millers Road	Existing	Existing	n/a
Williamstown Road	Existing	Existing	n/a
Hyde Street	Existing	60	n/a
Mackenzie Road	Existing	60	n/a
Appleton Dock Road	Existing	60	n/a
Footscray Road	Existing	Existing	n/a
Wurundjeri Way Extension	70	70	n/a
Wurundjeri Way	Existing	Existing	n/a
Dynon Road	Existing	Existing	n/a
Table Notes			
<p><sup>1</sup> LUMS may operate some roads at a lower speed limit in certain circumstances.</p> <p><sup>2</sup> Where achievement of Minimum Design Speed is not practicable due to effects on adjacent land or adverse environmental effects, the higher of:</p> <ul style="list-style-type: none"> <li>the design speed calculated in accordance with VicRoads Supplement to AUSTRROADS Road Design – Part 3; and</li> <li>the design speed agreed in writing by the relevant Facility Owner,</li> </ul> <p>may be used.</p> <p>A reference to Existing means existing as at Financial Close.</p> <p><sup>3</sup> Standard Posted Speed Limit and Minimum Design Speed are 80km/h on the westbound</p>			

Location	Standard Posted Speed Limit <sup>(1)</sup> km/h	Minimum Design Speed km/h	Curve Advisory Speed km/h
section between chainages BB-49060 and BB-50430.			

## Part H3 - Design Traffic Volumes and Loadings

### 1. Design Traffic Volumes

The tables in section 2 of Part H3 identify the design traffic volumes and vehicle mixes for design year 2031.

### 2. Design Hour Traffic Volumes

Figure H3.1 – Location Plan

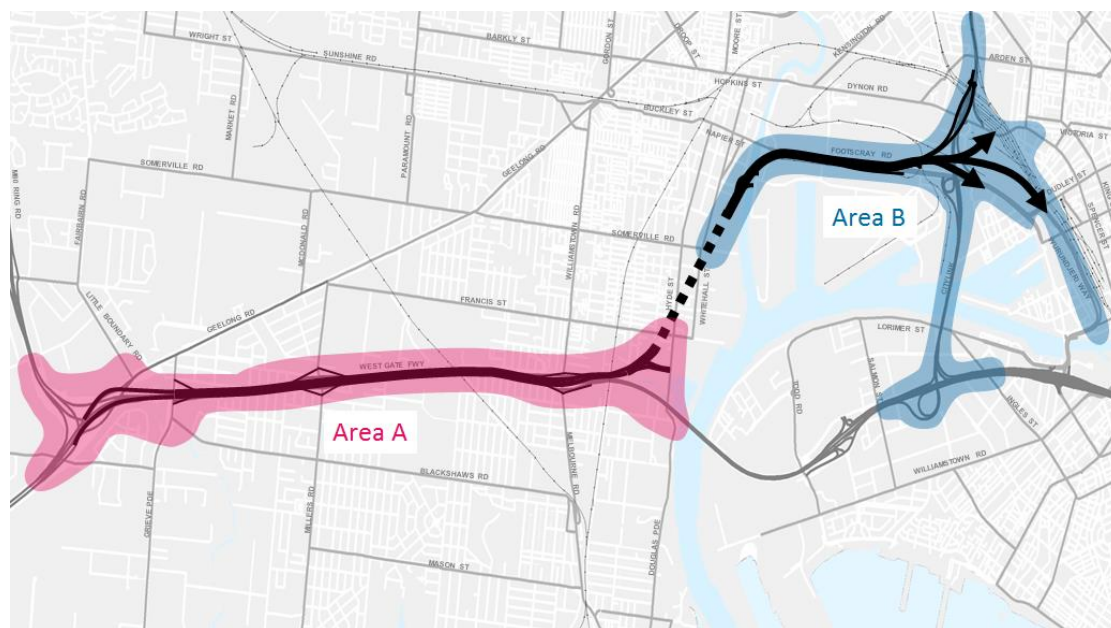


Table H3.2 - Area A - 1 hour volumes

From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
1. Princes Fwy	2. M80 Ring Rd	2,430	5%	1,980	10%
	3. Boundary Rd ramps	100	5%	20	5%
	4. Geelong Rd	1,440	5%	1,040	5%
	5. Little Boundary Rd	620	5%	560	5%
	9. Millers Rd - North	30	5%	0	
	10. Millers Rd - South	40	5%	30	5%
	11. Williamstown - North	190	5%	190	5%
	12. Williamstown - South	50	5%	80	5%
	13. Douglas Pde	0		10	10%
	14. Simcock Ave	10	5%	10	60%
	15. Hyde St	20	5%	10	5%
	16. Francis St - East	30	10%	30	5%
	18. Tunnel	1,220	5%	740	15%
	19. West Gate Bridge	2,520	5%	2,090	10%
2. M80 Ring Rd	1. Princes Fwy	2,100	5%	2,480	5%



From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
	9. Millers Rd - North	60	10%	110	25%
	10. Millers Rd - South	580	5%	560	5%
	11. Williamstown - North	150	5%	210	5%
	12. Williamstown - South	140	5%	270	5%
	13. Douglas Pde	20	5%	60	10%
	14. Simcock Ave	10	5%	10	35%
	15. Hyde St	10	5%	10	5%
	16. Francis St - East	30	55%	10	30%
	17. Francis St - West	0		10	70%
	18. Tunnel	490	10%	160	25%
	19. West Gate Bridge	2,190	5%	1,160	10%
3. Boundary Rd ramps	1. Princes Fwy	140	10%	190	5%
	9. Millers Rd - North	20	25%	50	55%
	10. Millers Rd - South	20	15%	50	10%
	11. Williamstown - North	50	5%	50	5%
	12. Williamstown - South	20	5%	40	5%
	13. Douglas Pde	0		10	10%
	16. Francis St - East	10	30%	10	5%
	18. Tunnel	390	20%	150	35%
4. Geelong Rd	1. Princes Fwy	950	5%	1,600	5%
	5. Little Boundary Rd	610	15%	750	5%
5. Little Boundary Rd	1. Princes Fwy	260	5%	310	5%
	4. Geelong Rd	1,030	5%	900	5%
6. Grieve Pde - North	7. Grieve Pde - South	730	5%	1,150	5%
	8. Blackshaws Rd	490	5%	310	5%
	12. Williamstown - South	0		20	5%
	18. Tunnel	80	25%	60	5%
	19. West Gate Bridge	70	10%	250	5%
7. Grieve Pde - South	6. Grieve Pde - North	990	5%	780	10%
	8. Blackshaws Rd	110	5%	70	5%
	11. Williamstown - North	0		20	5%
	12. Williamstown - South	0		10	5%
	16. Francis St - East	0		10	75%
	18. Tunnel	380	20%	190	20%
	19. West Gate Bridge	310	10%	360	15%
8. Blackshaws Rd	6. Grieve Pde - North	240	5%	470	5%
	7. Grieve Pde - South	140	5%	90	5%
	18. Tunnel	30	5%	10	5%
	19. West Gate Bridge	10	5%	0	

From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
9. Millers Rd - North	1. Princes Fwy	0		10	5%
	2. M80 Ring Rd	60	5%	120	5%
	3. Boundary Rd ramps	0		20	10%
	10. Millers Rd - South	690	5%	1,050	5%
	16. Francis St - East	10	70%	10	70%
	18. Tunnel	300	65%	180	60%
	19. West Gate Bridge	80	25%	170	15%
10. Millers Rd - South	1. Princes Fwy	60	5%	60	5%
	2. M80 Ring Rd	620	5%	580	5%
	3. Boundary Rd ramps	10	0%	60	10%
	9. Millers Rd - North	900	5%	830	5%
	18. Tunnel	450	5%	230	5%
	19. West Gate Bridge	420	5%	450	5%
11. Williamstown - North	1. Princes Fwy	170	5%	210	5%
	2. M80 Ring Rd	190	5%	170	5%
	3. Boundary Rd ramps	40	5%	60	5%
	7. Grieve Pde - South	20	5%	0	
	10. Millers Rd - South	10	5%	0	
	12. Williamstown - South	350	5%	320	5%
	19. West Gate Bridge	1,030	10%	880	15%
12. Williamstown - South	1. Princes Fwy	90	5%	80	5%
	2. M80 Ring Rd	310	5%	320	5%
	3. Boundary Rd ramps	40	5%	50	5%
	6. Grieve Pde - North	10	5%	0	
	7. Grieve Pde - South	10	5%	10	5%
	9. Millers Rd - North	0		10	30%
	10. Millers Rd - South	10	5%	0	
	11. Williamstown - North	330	5%	230	10%
19. West Gate Bridge	1,230	5%	850	10%	
13. Douglas Pde	2. M80 Ring Rd	30	5%	0	
	15. Hyde St	280	5%	90	5%
	16. Francis St - East	610	10%	360	5%
	17. Francis St - West	180	5%	120	5%
14. Simcock Ave	1. Princes Fwy	10	5%	10	45%
	2. M80 Ring Rd	10	5%	10	20%
	3. Boundary Rd ramps	0		10	5%
	13. Douglas Pde	30	5%	30	5%
	15. Hyde St	110	5%	40	5%
	16. Francis St - East	200	5%	170	5%
	17. Francis St - West	30	5%	20	5%

From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
15. Hyde St	1. Princes Fwy	10	5%	10	5%
	2. M80 Ring Rd	10	5%	0	
	13. Douglas Pde	70	5%	250	5%
	14. Simcock Ave	10	5%	90	5%
	16. Francis St - East	30	5%	30	5%
	17. Francis St - West	60	5%	170	5%
16. Francis St - East	1. Princes Fwy	40	20%	20	5%
	2. M80 Ring Rd	30	50%	10	20%
	3. Boundary Rd ramps	10	55%	10	5%
	9. Millers Rd - North	20	45%	10	95%
	13. Douglas Pde	350	10%	580	10%
	14. Simcock Ave	110	5%	180	5%
	15. Hyde St	30	5%	30	5%
	17. Francis St - West	220	5%	420	5%
17. Francis St - West	13. Douglas Pde	80	5%	160	5%
	14. Simcock Ave	20	5%	10	5%
	15. Hyde St	150	5%	70	5%
	16. Francis St - East	350	5%	270	5%
18. Tunnel	1. Princes Fwy	650	15%	1,280	5%
	2. M80 Ring Rd	140	35%	510	5%
	3. Boundary Rd ramps	150	35%	510	10%
	6. Grieve Pde - North	30	10%	70	35%
	7. Grieve Pde - South	190	30%	260	15%
	8. Blackshaws Rd	0		20	5%
	9. Millers Rd - North	210	65%	270	65%
	10. Millers Rd - South	230	10%	330	5%
19. West Gate Bridge	1. Princes Fwy	1,880	10%	2,470	5%
	2. M80 Ring Rd	1,250	10%	2,430	5%
	3. Boundary Rd ramps	500	20%	740	5%
	6. Grieve Pde - North	120	15%	90	25%
	7. Grieve Pde - South	390	15%	320	10%
	8. Blackshaws Rd	0		20	5%
	9. Millers Rd - North	250	15%	220	25%
	10. Millers Rd - South	420	5%	410	5%
	11. Williamstown - North	610	10%	900	15%
	12. Williamstown - South	810	10%	1,270	5%

Figure H3.2 – Area A Zone Map

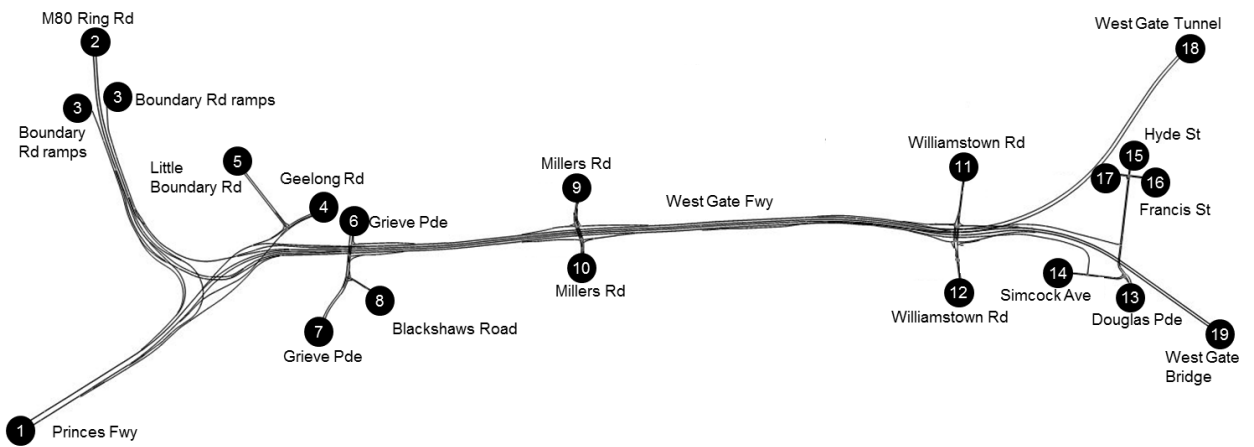


Figure H3.3 - Area B Zone Map

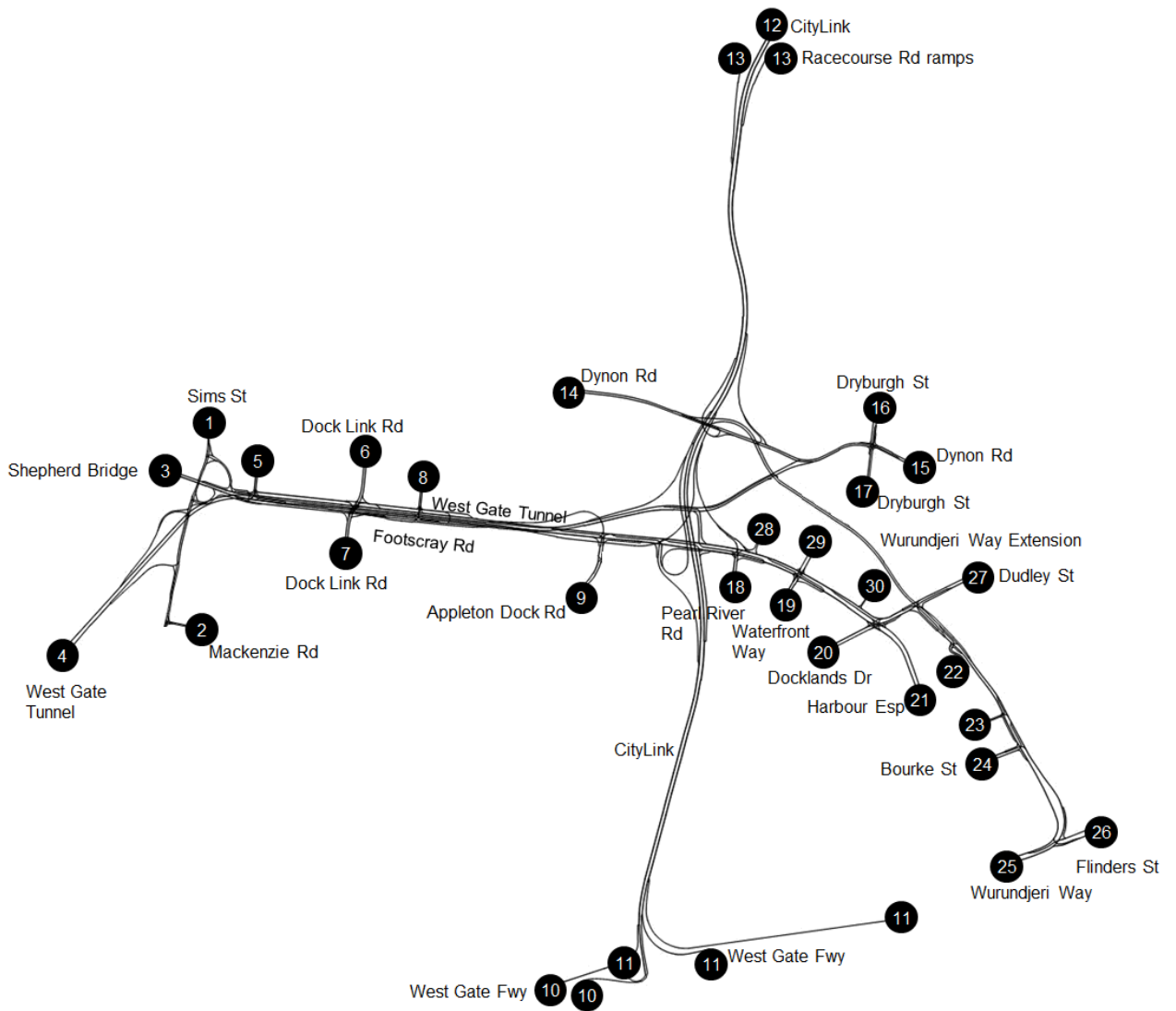


Table H3.3 - Area B - 1 hour volumes

**Table H3.3 -  
Area B - 1 hour  
volumes**

From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
1. Sims St - North of Footscray Rd	2. MacKenzie Rd - South of Footscray Rd	60	15%	20	35%
	3. Shepherd Bridge	0		20	5%
	4. Tunnel	40	70%	20	80%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	50	5%	10	5%
	9. Appleton Dock Rd	20	5%	10	5%
	19. Waterfront Way	10	5%	0	
2. MacKenzie Rd - South of Footscray Rd	1. Sims St - North of Footscray Rd	30	35%	50	15%
	3. Shepherd Bridge	40	30%	110	10%
	4. Tunnel	160	90%	130	90%
	10. West Gate Freeway - West of CityLink	0		10	60%
	11. West Gate Freeway - East of CityLink	10	85%	20	40%
	12. CityLink - North of Racecourse Rd	10	80%	20	45%
	21. Harbour Esp	10	55%	20	25%
	25. Wurundjeri Way - Charles Grimes Bridge	40	75%	20	45%
	26. Flinders St	0		10	30%
27. Dudley St	10	60%	10	45%	
3. Shepherd Bridge	1. Sims St - North of Footscray Rd	10	5%	0	
	2. MacKenzie Rd - South of Footscray Rd	60	20%	50	15%
	4. Tunnel	0		20	30%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	110	5%	50	15%
	7. Dock Link Rd - South of Footscray Rd	20	100%	0	
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	50	5%	20	15%
	9. Appleton Dock Rd	70	5%	50	20%
	10. West Gate Freeway - West of CityLink	100	5%	60	5%
	11. West Gate Freeway - East of CityLink	120	10%	490	5%
	12. CityLink - North of Racecourse Rd	220	10%	160	5%
	13. Racecourse Rd ramps	20	25%	10	45%
	19. Waterfront Way	130	5%	70	5%
	20. Docklands Dr	150	5%	40	5%
	21. Harbour Esp	370	5%	250	5%
	22. Etihad Stadium (Car Park D&E)	10	5%	0	
	24. Bourke St	70	5%	0	
	25. Wurundjeri Way - Charles Grimes Bridge	280	15%	120	5%
	26. Flinders St	60	5%	70	5%
27. Dudley St	590	5%	210	5%	
28. Access Rd 3 - Footscray Rd between Pearl River Rd and Waterfront Way	20	5%	0		
29. Access Rd 4 - Footscray Rd between Waterfront Way and Docklands Dr	10	5%	0		
30. Access Rd 5 - Footscray Rd between Waterfront Way and Docklands Dr	10	5%	0		
4. Tunnel	1. Sims St - North of Footscray Rd	40	60%	20	80%

**Table H3.3 -  
Area B - 1 hour  
volumes**

From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
	2. MacKenzie Rd - South of Footscray Rd	180	85%	120	90%
	3. Shepherd Bridge	50	35%	20	30%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	50	25%	10	90%
	7. Dock Link Rd - South of Footscray Rd	90	100%	0	
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	90	20%	30	50%
	9. Appleton Dock Rd	100	10%	100	55%
	12. CityLink - North of Racecourse Rd	490	5%	370	5%
	13. Racecourse Rd ramps	490	5%	310	10%
	15. Dynon Rd - East of Dryburgh St	500	5%	270	10%
	16. Dryburgh St - North of Dynon Rd	480	10%	290	10%
	19. Waterfront Way	70	5%	30	5%
	21. Harbour Esp	120	5%	130	5%
	24. Bourke St	90	5%	0	
	25. Wurundjeri Way - Charles Grimes Bridge	130	5%	0	
	26. Flinders St	180	5%	0	
	27. Dudley St	160	5%	20	5%
	28. Access Rd 3 - Footscray Rd between Pearl River Rd and Waterfront Way	10	5%	0	
	29. Access Rd 4 - Footscray Rd between Waterfront Way and Docklands Dr	10	5%	0	
	30. Access Rd 5 - Footscray Rd between Waterfront Way and Docklands Dr	10	5%	0	
5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	1. Sims St - North of Footscray Rd	20	5%	30	5%
	3. Shepherd Bridge	30	10%	140	5%
	4. Tunnel	30	50%	20	85%
	6. Dock Link Rd - North of Footscray Rd	0		10	100%
	11. West Gate Freeway - East of CityLink	0		20	25%
	12. CityLink - North of Racecourse Rd	20	65%	20	10%
	13. Racecourse Rd ramps	0		10	35%
	21. Harbour Esp	0		20	10%
	25. Wurundjeri Way - Charles Grimes Bridge	20	5%	10	20%
	26. Flinders St	0		10	10%
27. Dudley St	10	30%	10	10%	
6. Dock Link Rd - North of Footscray Rd	3. Shepherd Bridge	0		10	100%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	10	100%	0	
	7. Dock Link Rd - South of Footscray Rd	10	100%	0	
7. Dock Link Rd - South of Footscray Rd	3. Shepherd Bridge	0		10	100%
	4. Tunnel	0		50	100%
	6. Dock Link Rd - North of Footscray Rd	0		10	100%
8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	3. Shepherd Bridge	20	20%	80	5%
	4. Tunnel	40	50%	60	20%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	0		10	35%
	9. Appleton Dock Rd	0		10	50%
	10. West Gate Freeway - West of CityLink	10	80%	10	20%

**Table H3.3 -  
Area B - 1 hour  
volumes**

From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
	11. West Gate Freeway - East of CityLink	10	55%	60	15%
	12. CityLink - North of Racecourse Rd	30	40%	60	20%
	13. Racecourse Rd ramps	10	20%	10	50%
	19. Waterfront Way	10	35%	0	
	21. Harbour Esp	10	30%	40	5%
	25. Wurundjeri Way - Charles Grimes Bridge	50	50%	40	15%
	26. Flinders St	0		20	5%
	27. Dudley St	10	30%	40	15%
9. Appleton Dock Rd	1. Sims St - North of Footscray Rd	0		20	5%
	3. Shepherd Bridge	50	20%	190	5%
	4. Tunnel	130	75%	110	5%
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	10	60%	10	5%
	10. West Gate Freeway - West of CityLink	40	55%	20	45%
	11. West Gate Freeway - East of CityLink	30	65%	60	30%
	12. CityLink - North of Racecourse Rd	90	70%	100	20%
	13. Racecourse Rd ramps	30	35%	20	25%
	19. Waterfront Way	10	35%	0	
	21. Harbour Esp	20	30%	30	15%
	24. Bourke St	10	85%	0	
	25. Wurundjeri Way - Charles Grimes Bridge	130	50%	50	30%
	26. Flinders St	10	45%	20	15%
27. Dudley St	50	40%	50	20%	
10. West Gate Freeway - West of CityLink	1. Sims St - North of Footscray Rd	0		10	5%
	2. MacKenzie Rd - South of Footscray Rd	10	85%	10	85%
	3. Shepherd Bridge	60	10%	180	5%
	4. Tunnel	0		30	5%
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	10	75%	10	30%
	9. Appleton Dock Rd	30	45%	50	65%
	12. CityLink - North of Racecourse Rd	280	15%	990	5%
	13. Racecourse Rd ramps	60	10%	210	5%
	19. Waterfront Way	40	5%	10	15%
	21. Harbour Esp	90	5%	0	
	27. Dudley St	160	5%	20	20%
11. West Gate Freeway - East of CityLink	2. MacKenzie Rd - South of Footscray Rd	30	45%	10	80%
	3. Shepherd Bridge	500	5%	260	5%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	20	15%	10	65%
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	70	15%	20	45%
	9. Appleton Dock Rd	80	30%	50	55%
	12. CityLink - North of Racecourse Rd	2,260	10%	2,990	5%
	13. Racecourse Rd ramps	180	5%	240	5%



**Table H3.3 -  
Area B - 1 hour  
volumes**

From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
	28. Access Rd 3 - Footscray Rd between Pearl River Rd and Waterfront Way	10	5%	0	
12. CityLink - North of Racecourse Rd	2. MacKenzie Rd - South of Footscray Rd	20	30%	20	85%
	3. Shepherd Bridge	150	10%	190	5%
	4. Tunnel	340	10%	410	5%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	30	30%	10	35%
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	50	15%	30	40%
	9. Appleton Dock Rd	140	30%	80	55%
	10. West Gate Freeway - West of CityLink	1,060	5%	280	20%
	11. West Gate Freeway - East of CityLink	3,070	5%	2,190	10%
	14. Dynon Rd - Near Lloyd St	300	20%	80	15%
	15. Dynon Rd - East of Dryburgh St	510	5%	520	5%
	16. Dryburgh St - North of Dynon Rd	40	5%	40	5%
	18. Pearl River Rd	110	5%	20	5%
	19. Waterfront Way	0		40	5%
	21. Harbour Esp	70	5%	60	5%
	22. Etihad Stadium (Car Park D&E)	10	5%	0	
	24. Bourke St	60	5%	0	
	25. Wurundjeri Way - Charles Grimes Bridge	310	5%	300	10%
	26. Flinders St	60	5%	10	10%
	27. Dudley St	90	5%	0	
		28. Access Rd 3 - Footscray Rd between Pearl River Rd and Waterfront Way	10	5%	0
	29. Access Rd 4 - Footscray Rd between Waterfront Way and Docklands Dr	10	5%	0	
13. Racecourse Rd ramps	3. Shepherd Bridge	10	20%	20	30%
	4. Tunnel	260	10%	390	5%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	0		10	30%
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	10	20%	10	45%
	9. Appleton Dock Rd	10	20%	40	40%
	10. West Gate Freeway - West of CityLink	170	5%	70	15%
	11. West Gate Freeway - East of CityLink	190	5%	260	5%
	14. Dynon Rd - Near Lloyd St	10	40%	10	5%
	15. Dynon Rd - East of Dryburgh St	10	5%	0	
	18. Pearl River Rd	10	5%	0	
19. Waterfront Way	0		10	5%	
21. Harbour Esp	0		20	5%	
25. Wurundjeri Way - Charles Grimes Bridge	10	5%	40	5%	
14. Dynon Rd - Near Lloyd St	12. CityLink - North of Racecourse Rd	70	40%	180	10%
	13. Racecourse Rd ramps	10	35%	10	20%
	15. Dynon Rd - East of Dryburgh St	550	5%	440	5%
	16. Dryburgh St - North of Dynon Rd	90	20%	130	10%
	24. Bourke St	140	5%	40	5%
	25. Wurundjeri Way - Charles Grimes	380	5%	310	5%



**Table H3.3 -  
Area B - 1 hour  
volumes**

From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
	Bridge				
	26. Flinders St	300	5%	200	5%
15. Dynon Rd - East of Dryburgh St	4. Tunnel	270	10%	460	5%
	12. CityLink - North of Racecourse Rd	170	5%	580	5%
	14. Dynon Rd - Near Lloyd St	440	5%	370	5%
	16. Dryburgh St - North of Dynon Rd	30	5%	140	5%
	17. Dryburgh St - South of Dynon Rd	10	5%	0	
16. Dryburgh St - North of Dynon Rd	4. Tunnel	210	10%	470	5%
	12. CityLink - North of Racecourse Rd	10	25%	40	5%
	14. Dynon Rd - Near Lloyd St	150	20%	70	10%
	15. Dynon Rd - East of Dryburgh St	40	5%	90	5%
17. Dryburgh St - South of Dynon Rd	17. Dryburgh St - South of Dynon Rd	50	5%	40	5%
	4. Tunnel	10	20%	50	5%
	12. CityLink - North of Racecourse Rd	0		40	5%
	14. Dynon Rd - Near Lloyd St	10	10%	20	10%
18. Pearl River Rd	16. Dryburgh St - North of Dynon Rd	0		10	5%
	3. Shepherd Bridge	40	5%	70	5%
	4. Tunnel	10	5%	70	5%
	10. West Gate Freeway - West of CityLink	10	10%	10	15%
	11. West Gate Freeway - East of CityLink	0		30	5%
	12. CityLink - North of Racecourse Rd	20	5%	50	5%
19. Waterfront Way	13. Racecourse Rd ramps	0		10	10%
	3. Shepherd Bridge	120	5%	40	5%
	4. Tunnel	30	15%	40	5%
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	10	50%	0	
	9. Appleton Dock Rd	10	5%	0	
	10. West Gate Freeway - West of CityLink	10	15%	0	
	12. CityLink - North of Racecourse Rd	100	5%	60	5%
	13. Racecourse Rd ramps	10	5%	10	5%
20. Docklands Dr	21. Harbour Esp	0		10	5%
	25. Wurundjeri Way - Charles Grimes Bridge	10	5%	10	5%
	27. Dudley St	0		20	5%
	3. Shepherd Bridge	150	5%	50	5%
	21. Harbour Esp	80	5%	70	5%
21. Harbour Esp	25. Wurundjeri Way - Charles Grimes Bridge	150	5%	90	5%
	26. Flinders St	10	5%	40	5%
	27. Dudley St	60	5%	100	5%
	2. MacKenzie Rd - South of Footscray Rd	10	45%	10	65%
	3. Shepherd Bridge	180	5%	390	5%
	4. Tunnel	70	5%	220	5%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	10	5%	10	15%
21. Harbour Esp	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	20	10%	10	15%
	9. Appleton Dock Rd	20	15%	20	45%
	10. West Gate Freeway - West of CityLink	0		10	15%
	12. CityLink - North of Racecourse Rd	50	5%	130	5%

**Table H3.3 -  
Area B - 1 hour  
volumes**

From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
	20. Docklands Dr	90	5%	50	5%
	27. Dudley St	20	5%	50	5%
22. Etihad Stadium (Car Park D&E)	3. Shepherd Bridge	0		20	5%
	4. Tunnel	0		20	5%
	12. CityLink - North of Racecourse Rd	0		20	5%
	14. Dynon Rd - Near Lloyd St	20	5%	50	5%
	25. Wurundjeri Way - Charles Grimes Bridge	10	5%	0	
	26. Flinders St	10	5%	0	
	27. Dudley St	110	5%	200	5%
23. Etihad Stadium (Car Park C)	3. Shepherd Bridge	30	5%	0	
	25. Wurundjeri Way - Charles Grimes Bridge	40	5%	0	
24. Bourke St	3. Shepherd Bridge	10	5%	30	5%
	4. Tunnel	0		210	5%
	12. CityLink - North of Racecourse Rd	10	5%	60	5%
	14. Dynon Rd - Near Lloyd St	20	5%	210	5%
	25. Wurundjeri Way - Charles Grimes Bridge	10	5%	120	5%
	26. Flinders St	10	5%	90	5%
	27. Dudley St	70	5%	260	5%
25. Wurundjeri Way - Charles Grimes Bridge	2. MacKenzie Rd - South of Footscray Rd	10	50%	20	70%
	3. Shepherd Bridge	60	10%	130	5%
	4. Tunnel	0		20	5%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	10	10%	0	
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	20	15%	20	35%
	9. Appleton Dock Rd	30	30%	60	50%
	12. CityLink - North of Racecourse Rd	140	10%	190	5%
	14. Dynon Rd - Near Lloyd St	350	5%	280	5%
	19. Waterfront Way	0		10	5%
	20. Docklands Dr	30	5%	40	5%
	22. Etihad Stadium (Car Park D&E)	10	5%	0	
	23. Etihad Stadium (Car Park C)	30	5%	0	
	24. Bourke St	20	5%	0	
26. Flinders St	2. MacKenzie Rd - South of Footscray Rd	10	15%	10	45%
	3. Shepherd Bridge	60	5%	150	5%
	4. Tunnel	10	5%	60	5%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	10	10%	10	10%
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	20	10%	10	10%
	9. Appleton Dock Rd	20	15%	20	35%
	12. CityLink - North of Racecourse Rd	60	5%	100	5%
	14. Dynon Rd - Near Lloyd St	190	5%	330	5%
	20. Docklands Dr	20	5%	20	5%
	22. Etihad Stadium (Car Park D&E)	10	5%	0	

**Table H3.3 -  
Area B - 1 hour  
volumes**

From	To	AM Peak	AM % HCV	PM Peak	PM % HCV
	24. Bourke St	80	5%	0	
	25. Wurundjeri Way - Charles Grimes Bridge	200	5%	620	5%
27. Dudley St	2. MacKenzie Rd - South of Footscray Rd	20	40%	10	95%
	3. Shepherd Bridge	180	5%	570	5%
	4. Tunnel	20	10%	420	5%
	5. Access Rd 1 - Footscray Rd between Sims St and Dock Link Rd	20	20%	20	10%
	8. Access Rd 2 - Footscray Rd between Dock Link Rd and Appleton Dock Rd	30	10%	20	25%
	9. Appleton Dock Rd	60	20%	60	40%
	10. West Gate Freeway - West of CityLink	0		20	20%
	12. CityLink - North of Racecourse Rd	0		70	5%
	19. Waterfront Way	0		10	5%
	20. Docklands Dr	50	5%	40	5%
	21. Harbour Esp	50	5%	30	5%
	22. Etihad Stadium (Car Park D&E)	250	5%	160	5%
	24. Bourke St	230	5%	40	5%
	25. Wurundjeri Way - Charles Grimes Bridge	350	5%	360	5%
28. Access Rd 3 - Footscray Rd between Pearl River Rd and Waterfront Way	3. Shepherd Bridge	20	5%	20	5%
	4. Tunnel	0		20	5%
	11. West Gate Freeway - East of CityLink	0		10	15%
	12. CityLink - North of Racecourse Rd	10	5%	10	5%
	25. Wurundjeri Way - Charles Grimes Bridge	10	5%	0	
	27. Dudley St	0		10	5%
29. Access Rd 4 - Footscray Rd between Waterfront Way and Docklands Dr	4. Tunnel	0		10	5%
	12. CityLink - North of Racecourse Rd	10	5%	10	5%
	25. Wurundjeri Way - Charles Grimes Bridge	0		10	15%
	27. Dudley St	0		10	5%
30. Access Rd 5 - Footscray Rd between Waterfront Way and Docklands Dr	3. Shepherd Bridge	10	5%	0	
	4. Tunnel	0		10	5%
	12. CityLink - North of Racecourse Rd	10	5%	0	
	13. Racecourse Rd ramps	10	5%	0	
	25. Wurundjeri Way - Charles Grimes Bridge	0		10	5%

Table notes:

- Ramp P1 is to be restricted to movements from zone 4 to zones 1, 2 and 5.
- Ramp P2 is to be restricted to movements from zones 1, 2 and 5 to zone 4.
- Ramp P3 is to be restricted to movements from zone 4 to zones 7, 8 and 9.
- Ramp P4 is to be restricted to movements from zones 8 and 9 to zone 4.
- Movements between zone 4 and zones 23, 24, 25 and 26 are via Wurundjeri Way Extension.

**Table H3.4 - AADT and HV % for the purposes of fatigue assessments**

Location	AADT (per carriageway)	HV %
West Gate Freeway M80 to Grieve Parade	89,000	11%
West Gate Freeway Grieve Parade to Millers Road	101,000	11%
West Gate Freeway Millers Road to Williamstown Road	99,000	14%
Grieve Parade over West Gate Freeway	20,000	26%
Dynon Road	20,000	8%

Table Notes:

This Table 3.4 is solely for the purpose of fatigue assessments carried out in accordance with section 3.1(a)(iv) of Part B and is not to be relied upon for any other purpose.

### 3. Design Traffic Loadings

- (a) The minimum design traffic loadings for all pavement design specified as equivalent standard axles (ESAs), for the roads nominated in Table H3.5, are as set out in Table H3.5.

Table H3.5 – Equivalent Standard Axle Loads

Location	Total number of ESAs	Design Life basis of ESAs
Millers Road	1.7 x 10 <sup>8</sup>	20 years
Williamstown Road	1.0 x 10 <sup>8</sup>	20 years
Hyde Street	5.0 x 10 <sup>7</sup>	20 years
Footscray Road	1.2 x 10 <sup>8</sup>	20 years
Dynon Road	5.0 x 10 <sup>7</sup>	20 years
Wurundjeri Way (widening)	8.1 x 10 <sup>7</sup>	20 years
Dryburgh Street	1.20 x 10 <sup>7</sup>	20 years
Grieve Parade at West Gate Freeway	1.0 x 10 <sup>8</sup>	20 years
West Gate Freeway	3.2 x 10 <sup>8</sup>	40 years
- All eastbound and westbound express carriageways		

Location	Total number of ESAs	Design Life basis of ESAs
<p>and collector-distributor carriageways</p> <ul style="list-style-type: none"> <li>- Eastbound connection between collector-distributor carriageway and Williamstown Road and Hyde Street exit ramps</li> <li>- Eastbound connection between Williamstown Road exit ramp and braided ramp to West Gate Bridge</li> <li>- From Grieve Parade to Kororoit Creek</li> </ul>		
<p>Ramps:</p> <ul style="list-style-type: none"> <li>- Grieve Parade ramp (G2)</li> <li>- All Millers Road entry ramps and exit ramp (M1, M2, M3 and M4)</li> <li>- All collector distributor braided ramps (A1 and A2)</li> </ul>	1.7 x 10 <sup>8</sup>	40 years
<p>Ramps:</p> <ul style="list-style-type: none"> <li>- Grieve Parade entry ramp (G1)</li> </ul>	2.0 x 10 <sup>8</sup>	40 years
<p>Ramps:</p> <ul style="list-style-type: none"> <li>- All Williamstown Road entry ramps and exit ramps (W1 and W2)</li> </ul>	1.0 x 10 <sup>8</sup>	40 years
<p>Ramps:</p> <ul style="list-style-type: none"> <li>- All Hyde Street entry ramps and exit ramps (H1 and H2)</li> <li>- Westbound connection between Hyde Street and Williamstown Road entry ramps and collector-distributor carriageway</li> </ul>	5.0 x 10 <sup>7</sup>	40 years
<p>Ramps</p> <ul style="list-style-type: none"> <li>- Port Ramps (P1 and P2)</li> <li>- Port Ramps (P3 and P4)</li> <li>- Footscray Road Ramps (F1 and F2)</li> <li>- Dynon Road Ramps (D1 and D2)</li> </ul>	<p>3.1 x 10<sup>8</sup></p> <p>2.8 x 10<sup>8</sup></p> <p>1.0 x 10<sup>7</sup></p> <p>5.0 x 10<sup>7</sup></p>	40 years

#### 4. Traffic Volumes for the Future Base Traffic Noise Level

Table H3.6 – Traffic volumes for the Future Base Traffic Noise Level

Carriageway	Direction	Location	AADT at 2045	HCV % at 2045
Grieve Parade	Northbound	North Of West Gate Freeway	17,500	27.0%
Grieve Parade	Southbound	North Of West Gate Freeway	19,500	26.0%
Grieve Parade	Northbound	South Of West Gate Freeway	20,000	33.0%
Grieve Parade	Southbound	South Of West Gate Freeway	20,000	26.5%
Millers Road	Northbound	North Of West Gate Freeway	20,000	18.0%
Millers Road	Southbound	North Of West Gate Freeway	18,500	23.0%
Millers Road	Northbound	South Of West Gate Freeway	21,000	11.0%
Millers Road	Southbound	South Of West Gate Freeway	21,000	10.0%
Williamstown Road	Northbound	North Of West Gate Freeway	17,000	9.5%
Williamstown Road	Southbound	North Of West Gate Freeway	18,000	9.0%
Williamstown Road	Northbound	South Of West Gate Freeway	18,500	7.5%
Williamstown Road	Southbound	South Of West Gate Freeway	18,500	7.0%
Hyde Street	Northbound	North Of West Gate Freeway	14,500	6.5%
Hyde Street	Southbound	North Of West Gate Freeway	14,000	7.0%
Hyde Street	Northbound	South Of West Gate Freeway	14,500	6.5%
Hyde Street	Southbound	South Of West Gate Freeway	14,000	7.0%
Simcock Avenue	Eastbound	Booker St to Hyde	5,000	9.5%

Carriageway	Direction	Location	AADT at 2045	HCV % at 2045
		St		
Simcock Avenue	Westbound	Booker St to Hyde St	4,500	10%
MacKenzie Road	Northbound	South Of West Gate Tunnel MacKenzie Rd Onramp	1,500	86.0%
MacKenzie Road	Southbound	South Of West Gate Tunnel MacKenzie Rd Onramp	1,500	91.0%
Footscray Road	Eastbound	East Of Sims Street Ramps	30,500	18.0%
Footscray Road	Westbound	East Of Sims Street Ramps	30,500	14.5%
Footscray Road	Eastbound	East Of Dock Link Road	29,000	19.0%
Footscray Road	Westbound	East Of Dock Link Road	31,000	18.0%
Footscray Road	Eastbound	Northwest Of Dudley Street	27,500	3.5%
Footscray Road	Westbound	Northwest Of Dudley Street	28,500	2.5%
Dynon Road	Eastbound	At rail overpass	21,000	3.5%
Dynon Road	Westbound	At rail overpass	21,000	4.0%

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**5. Not Used**

## Part H4 - Intersections and Interchanges

### 1. Intersections and Interchanges

- (a) Project Co must provide new interchange ramp control with the Roads as defined in Table H4.1.

Table H4.1 - Interchange traffic control

Interchanges	Control
Hyde Street / West Gate Tunnel Ramps (Ramp H1)	Traffic Signals
MacKenzie Road / West Gate Tunnel Ramps (Ramps P1/P2) and Footscray Road / MacKenzie over-height bypass	Traffic Signals
Appleton Dock Road / West Gate Tunnel Ramps (Ramps P3)	Traffic Signals
Footscray Road / West Gate Tunnel Ramps (Ramp F1/F2)	Traffic Signals
Dynon Road / West Gate Tunnel Ramps (Ramp D1/D2)	Traffic Signals
Simcock Avenue / West Gate Tunnel Ramps (Ramp H2)	Priority Control
Ramps D1/D2 and Ramps F1/F2	Traffic Signals

- (b) Project Co must provide new intersection control with the Roads as defined in Table H4.2.

Table H4.2 - Intersection traffic control

Location	Control
Wurundjeri Way Extension / West Gate Tunnel Ramps (Ramp D1/D2)	Traffic Signals
Wurundjeri Way Extension / Dynon Road	Traffic Signals
Simcock Avenue / Douglas Parade	Traffic Signals



## Part H5 - Traffic Performance Criteria

### 1. Performance Criteria

- (a) Freeways and ramps must accommodate the peak hour design volumes and vehicle mixes in Part H3 with at least an operating Level of Service of D based on density assessment outputs from a microsimulation model, complying with the RMS Traffic Modelling Guidelines.
- (b) Intersections and interchanges listed in Table H5.1 must accommodate the design hour traffic volumes in Part H3 with:
  - (i) except as identified in Table H5.2, a degree of saturation of no more than 0.9 based on SIDRA analysis taking into account closely spaced intersections or a Level of Service of D based on outputs from a microsimulation model; and
  - (ii) all turning lanes accommodating 95 percentile traffic queue lengths.
- (c) Intersections and interchanges listed in Table H5.2, must meet the criteria set out in section 2(b) as modified by the criteria set out in the 'Constraints' column of Table H5.2,

Table H5.1 – Intersections and interchanges to be assessed

Location
Little Boundary Road and Geelong Road
Grieve Parade and Blackshaws Road
Grieve Parade and West Gate Freeway (Ramp G1/G2)
Millers Road and West Gate Freeway (Ramp M1/M2/M3/M4)
Williamstown Road and West Gate Freeway (Ramp W1/W2/W3/W4)
Hyde Street and West Gate Tunnel Ramp (Ramp H1)
Hyde Street and Francis Street
West Gate Tunnel Ramp (Ramp H2) and Simcock Avenue
Douglas Parade and Simcock Avenue
MacKenzie Road and West Gate Tunnel (Ramp P1/P2)
Footscray Road and MacKenzie Road over-height bypass
Footscray Road and Sims Street loop
Footscray Road and Linfox access

Location
Footscray Road and Dock Link Road
Footscray Road and Melbourne Market Gate 1
Footscray Road, Appleton Dock Road and West Gate Tunnel (Ramp P3)
Footscray Road and CityLink NB Entry Ramp
Dynon Road ramps (Ramp D1/D2) and Footscray Road ramps (Ramp F1/F2)
Footscray Road, CityLink SB Entry Ramp and West Gate Tunnel (Ramp F1/F2)
Footscray Road, Pearl River Road and CityLink SB Exit Ramp
Footscray Road and Waterfront Way
Footscray Road, Docklands Drive, Wurundjeri Way and Harbour Esplanade
Wurundjeri Way and Dudley Street
Wurundjeri Way and Docklands Stadium Entry (Car Park D&E)
Wurundjeri Way and Docklands Stadium Entry (Car Park C)
Wurundjeri Way and Bourke Street
Wurundjeri Way and Flinders Street
Dynon Road and CityLink NB Entry Ramp
Dynon Road and CityLink SB Exit Ramp
Dynon Road and West Gate Tunnel (Ramp D1/D2)
Dynon Road and Wurundjeri Way Extension
West Gate Tunnel (Ramp D1/D2) and Wurundjeri Way Extension
Dynon Road and Dryburgh Street

Table H5.2 - Intersection Performance Criteria

Location and Time	Constraint
Footscray Road, Docklands Drive, Harbour Esplanade,	The degree of saturation must not exceed 0.95

Location and Time	Constraint
Wurundjeri Way  AM	
Footscray Road, Docklands Drive, Harbour Esplanade, Wurundjeri Way  PM	Lowest possible degree of saturation without significant physical changes to the intersection.
Hyde Street, Francis Street	Lowest possible degree of saturation without significant physical changes to the intersection.
Footscray Road and CityLink NB Entry Ramp	Lowest possible degree of saturation without widening the existing bridge structure. The intersection must include the provision of two right turn lanes from Footscray Road eastbound to CityLink NB Entry Ramp.
West Gate Tunnel Ramp (Ramp H2) and Simcock Avenue	Optimise the design of the intersection within the scope of works set out in the Concept Design based on traffic volumes provided by the State.

## Part H6 - Public Transport Facilities and Pedestrian and Cyclist Paths

### 1. Existing Bus, Tram and Train Services

Project Co must retain all existing bus, tram and train services and meet the requirements in Part H13.

### 2. Pedestrian, Veloway and Cycle Paths

- (a) Project Co must retain all existing pedestrian and cyclist connections within the Construction Site, and provide new connections as detailed in Table H6.1.
- (b) Design requirements (e.g. design life, geometry, vertical clearance etc.) must be in accordance with the requirements provided in Part B and Part H14.

Table H6.1 Pedestrian, Veloway and shared use paths

Location	Pedestrian (Ped) path, Veloway or Shared Use Path (SUP)	Pedestrian, Veloway and Shared Use Path Scope
Kororoit Creek	SUP - both sides	<p>Provide shared use paths on both sides of Kororoit Creek within the bridge works area in accordance with Hobsons Bay City Council requirements.</p> <p>Provide SUP extensions on east side of Kororoit Creek extending to Grieve Parade (south of West Gate Freeway), and connecting to existing SUP north of Geelong Road with an additional connection along the south of Geelong Road to the intersection with Grieve Parade.</p>
Between Grieve Parade and Millers Road	Ped - across WGF	<p>Reinstate grade separated pedestrian connection over the West Gate Freeway. Pedestrian connection to be provided at all times through duration of Works.</p> <p>Provide stair connections in addition to DDA compliant ramps and locate ramp entrance points as close as practicable to the existing locations.</p> <p>Provide increased accessibility to overpass from all routes from Lynch Road to Houston Court via footpath connections on the northern side of the West Gate Freeway.</p>
Between Old Geelong Road / Kororoit Creek intersection and Millers Road	SUP – upgrade of existing	Upgrade the existing Federation Trail along the current alignment from Millers Road to Old Geelong Road / Kororoit Creek intersection. The upgrade is to include the replacement of the existing pavement.
Millers Road	SUP - both sides	Shared use path on both sides of Millers Road to connect with the West Gate Freeway ramp intersections and Federation Trail. Requires modification to existing bridge abutments.

Location	Pedestrian (Ped) path, Veloway or Shared Use Path (SUP)	Pedestrian, Veloway and Shared Use Path Scope
Newport Freight Rail Line	SUP - west side	<p>Provide shared use path connection under the West Gate Freeway on the west side of the Newport Freight Railway Line connecting to the Federation Trail on the north side, and connecting to existing road or path networks north and south of the West Gate Freeway.</p> <p>All new structures to maintain the existing top of abutment setback to the rail line as is provided by existing structures.</p>
Between the Newport Freight Railway Line and Williamstown Road	Ped - across WGF	<p>Reinstate grade separated pedestrian connection over the West Gate Freeway. Pedestrian connection to be provided at all times through duration of works.</p> <p>Provide stair connections in addition to DDA compliant ramps and locate ramp entrance points as close as practicable to the existing locations.</p>
Williamstown Road	SUP - both sides	<p>Provide shared use path on both sides of Williamstown Road (connecting across all West Gate Freeway on ramps and off ramps, and connecting to paths accessing Federation Trail north of the West Gate Freeway).</p>
Federation Trail - Millers Road to Williamstown Road	SUP	<p>Retain/replace Federation Trail on north side of the West Gate Freeway. Crossing at Millers Road remains at grade using the traffic signals.</p> <p>Provide new off-road Federation Trail shared use path on north side of the West Gate Freeway, adjacent to Fogarty Avenue between Mc Ivor Reserve and Williamstown Road.</p>
Federation Trail extension - Williamstown Road to Hyde Street	SUP	<p>Provide continuation of Federation Trail to provide a continuous off-road shared use path to Hyde Street, including:</p> <ul style="list-style-type: none"> <li>- Grade separated SUP over Williamstown Road;</li> <li>- Grade separated SUP over Williamstown railway line;</li> <li>- Connection to Hyde Street on the north side of the West Gate Bridge;</li> <li>- Connection to Hall Street, extending to Spotswood train station;</li> <li>- Connect to Stony Creek and Hyde Street reserve shared path (including new crossing of Stony Creek) and path to Hughes Street; and</li> <li>- Provision of a signalised crossing to connect Federation Trail to the existing shared use path on the east side of Hyde Street.</li> </ul>

Location	Pedestrian (Ped) path, Veloway or Shared Use Path (SUP)	Pedestrian, Veloway and Shared Use Path Scope
Yarraville - Footscray connection	SUP	A segregated integrated bicycle connection linking Hyde Street to Maribyrnong River, including a grade-separated crossing of Whitehall Street to Harris Street. Provide connection to link to the new shared use path bridge over the Maribyrnong River adjacent to Footscray Road.
Footscray Road generally between Shepherd Bridge and the western bank of the Moonee Ponds creek	Veloway	<p>Provide an elevated and fully grade separated Veloway connection from the new shared use path bridge over the Maribyrnong River to the western bank of the Moonee Ponds Creek, including grade separations at:</p> <ul style="list-style-type: none"> <li>- MacKenzie Road over-height vehicle bypass;</li> <li>- Footscray Road;</li> <li>- Dock Link Road;</li> <li>- Appleton Dock Road;</li> <li>- South Dynon precinct access road; and</li> <li>- Ramps F1, F2 and F4.</li> </ul> <p>The new Veloway is to include two secure and alarmed emergency egresses to the existing shared use path on the southern side of Footscray Road at appropriate locations.</p> <p>The Veloway path must not encroach onto the Port of Melbourne land.</p>
Footscray Road - existing SUP	SUP	Retain existing Footscray Road SUP, and upgrade existing sub-standard width path crossing Moonee Ponds Creek on south side of Footscray Road, with a new shared use path bridge between Pearl River Road and east of Moonee Ponds creek.
Footscray Road crossing (Moonee Ponds Creek section of Capital City Trail connection to Footscray Road shared use path)	SUP	Improve the safety and efficiency of the Capital City Trail crossing of Footscray Road considering the large volume of cyclists using this crossing as well as the signalised intersection performance criteria.
Footscray Road - western bank of Moonee Ponds Creek to east of Waterfront Way	SUP	Provide a new shared use path from the western bank of Moonee Ponds Creek (north of Footscray Road) to connect to the southern side east of Waterfront Way, including a grade separated crossing of Footscray Road.

Location	Pedestrian (Ped) path, Veloway or Shared Use Path (SUP)	Pedestrian, Veloway and Shared Use Path Scope
Dynon Road	Ped - on Dynon Road south side + SUP for missing link	Retain/replace the Dynon Road bridge pedestrian path, and provide a shared use path between Dynon Road east end (Ireland Street) to connect to existing shared use path near CityLink ramps. This must also provide a connection to the Capital City Trail along Moonee Ponds Creek.

## Part H7 - Freeway Ramp Metering Signals

### 1. Freeway ramp metering signals

- (a) For ramps outside the Leased Area as set out in Table H7.1, and Table H7.1A, freeway ramp signals must:
- (i) consist of the number of lanes at the stop line identified in Table H7.1 and Table H7.1A;
  - (ii) provide the storage requirements identified in Table H7.1;
  - (iii) accommodate the design volumes identified in Table H7.1A;
  - (iv) meet the requirements of the VicRoads Freeway Ramp Signals Handbook, based on a four minute wait time; and
  - (v) be connected to the VicRoads FMS Communication Network.

Table H7.1 – Freeway ramp signal lanes

Ramp	Storage Req.	No. Lanes at the stop line	Notes
<b>CityLink / West Gate Freeway Interchange</b>			
CityLink SB to West Gate Freeway WB	680 m	2	CityLink SB to West Gate Freeway WB
<b>M80 Ring Road / Princes Freeway / West Gate Freeway Interchange</b>			
Geelong Road to Princes Freeway (Ramp R11)	1,120 m	4	
M80 Ring Road to Princes Freeway (Ramp R7)	1,570 m	4	Storage length to be clear of upstream noses including future upstream Boundary Road ramp nose as contemplated in Attachment B.

Table H7.1A – Freeway ramp signal requirements

Ramp	Design Volume	No. Lanes at the stop line	Notes
M80 Ring Road / Princes Freeway / West Gate Freeway Interchange			
Princes Fwy to eastbound collector-distributor (Ramp R3)	1,600 veh/h	4	



Ramp	Design Volume	No. Lanes at the stop line	Notes
M80 Ring Road to eastbound collector-distributor (Ramp R5)	1,990 veh/h		

- (b) For Ramps within the Leased Area as set out in Table H7.2 and Table H7.3, freeway ramp signals must:
- (i) consist of the number of lanes at the stop line in accordance with the VicRoads Freeway Ramp Signals Handbook unless specified in Table H7.2 and Table H7.3;
  - (ii) accommodate the design volumes identified in Table H7.2;
  - (iii) have lane storage lengths calculated to VicRoads Freeway Ramp Signals Handbook, based on a four minute wait time unless specified in Table H7.3; and
  - (iv) be connected to the Project Co Communication Network and then connect to the VicRoads FMS Communication Network to operate.

Table H7.2 – Freeway ramp signal requirements

Ramp	Design Volume	No. of Lanes at the stop line	Notes
<b>West Gate Fwy</b>			
Williamstown Rd westbound entry ramp (Ramp W4)	1,250 veh/h (1,000 veh/h from Williamstown Road, 250 veh/h from Hyde Street WB (Ramp H2))	3	
Millers Rd westbound entry ramp (Ramp M4)	950 veh/h		
<b>West Gate Tunnel</b>			
West Gate Tunnel exit ramp to CityLink (Ramp C1)	1,120 veh/h	2	
Footscray Road northbound entry ramp to CityLink (Ramp F3)	1,130 veh/h	2	
Ramps D2 + F2	2,000 veh/h		Single ramp meter to be located downstream of Ramps D2 and

Ramp	Design Volume	No. of Lanes at the stop line	Notes
			F2
Footscray Rd westbound entry ramp west of Appleton Dock Rd (Ramp P4)	250 veh/h	2	

Table H7.3 – Freeway ramp signal requirements

Ramp	Storage Req.	No. of Lanes at the stop line	Notes
<b>West Gate Fwy</b>			
Grieve Parade east bound entry ramp (Ramp G1)	750m	3	Layout is a metered priority lane. Refer to Figure 6.9 of VicRoads Freeway Ramp Signals Handbook. Priority lane is for trucks and buses only (not T2).
Millers Road eastbound entry ramp (Ramp M2)	800m	3	Layout is a metered priority lane. Refer Figure 6.9 of VicRoads Freeway Ramp Signals Handbook. Priority lane is for trucks and buses only (not T2).
MacKenzie Road westbound entry ramp (Ramp P2)	360m	2	

## Part H8 - Operational Redundancy

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### 1. Operational redundancy

- (a) During the O&M Phase, the Freeway must be capable of being configured so that traffic can be diverted onto other carriageways as described in section 1(c) in the event that the West Gate Bridge or the Tunnels are closed.
- (b) Operational redundancy plans must be developed in accordance with the FMS Agreement for the following scenarios:
  - (i) Midblock closures on the West Gate Freeway between the M80 Ring Road interchange and Williamstown Road as set out in section 1(c)(i) and Diagram H8.1;
  - (ii) West Gate Bridge closed eastbound as set out in section 1(c)(ii) and Diagram H8.2;
  - (iii) West Gate Bridge closed westbound as set out in section 1(c)(iii) and Diagram H8.3;
  - (iv) Tunnel closed eastbound as set out in section 1(c)(iv) and Diagram H8.4; and
  - (v) Tunnel closed westbound as set out in section 1(c)(v) and Diagram H8.5.
- (c) Lane arrangements and median opening treatments must include:
  - (i) Midblock closures on the West Gate Freeway between the M80 Ring Road interchange and Williamstown Road. Median openings located at:
    - A. Midblock between Grieve Parade and Millers Road in both directions between the West Gate Freeway collector-distributor and West Gate Freeway main carriageway;
    - B. Midblock between Millers Road and Williamstown Road in both directions between the West Gate Freeway collector-distributor and West Gate Freeway main carriageway; and
    - C. Midblock between Grieve Parade and Millers Road between the West Gate Freeway main carriageways.
  - (ii) In the event of a West Gate Bridge eastbound closure:
    - A. Median opening from West Gate Freeway main carriageway to West Gate Freeway collector-distributor east of the diverge to Williamstown Road / Hyde Street;
    - B. West Gate Freeway main carriageway to operate as a single lane eastbound from the M80 interchange;
    - C. Tunnel to operate as three lanes eastbound from West Gate Freeway collector-distributor; and
    - D. Ramp F1 to operate as two lanes.
  - (iii) In the event of a West Gate Bridge westbound closure;

- A. Tunnel to operate as three lanes from viaduct above Footscray Road;
  - B. Median opening from West Gate Freeway collector-distributor to West Gate Freeway main carriageway east of Williamstown Road / Hyde Street entry ramp; and
  - C. Ramp P4 to operate as two lanes with the use of the shoulder.
- (iv) In the event of a West Gate Tunnel eastbound Tunnel closure:
- A. West Gate Freeway collector-distributor to operate as two lanes eastbound from M80 interchange; and
  - B. Ramp A1 to operate as two lane ramp.
- (v) In the event of a West Gate Tunnel westbound Tunnel closure:
- A. West Gate Freeway collector-distributor to operate as two lanes from Ramp H2 to Ramp A2;
  - B. Ramp A2 to operate as two lanes; and
  - C. All ramps from city and Port of Melbourne connections closed.
- (d) Operational redundancy plans must be capable of being implemented within 15 minutes of an incident which results in three or more lanes closed on the West Gate Bridge or two or more lanes in the Tunnels in either direction.
- (i) The Relevant Infrastructure must include the ability to:
    - A. remotely control (open/close) the emergency access/egress functionality in or between the separation barriers;
    - B. open the median barriers at appropriate locations;
    - C. close the lanes and ramps using the Freeway Management System; and
    - D. open additional lanes and shoulders to provide capacity where required.
  - (ii) Additional traffic management may be implemented after the initial 15 minute response time for major unplanned closures.

Diagram H8.1 - West Gate Tunnel collector-distributor or main carriageway redundancy scenarios

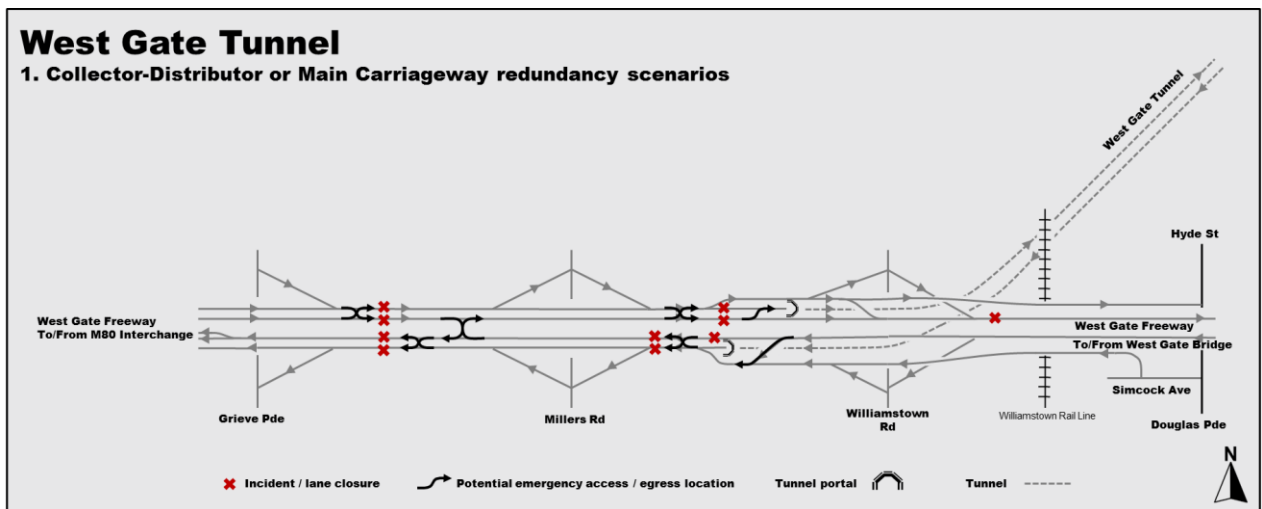


Diagram H8.2 – West Gate Bridge eastbound redundancy scenario

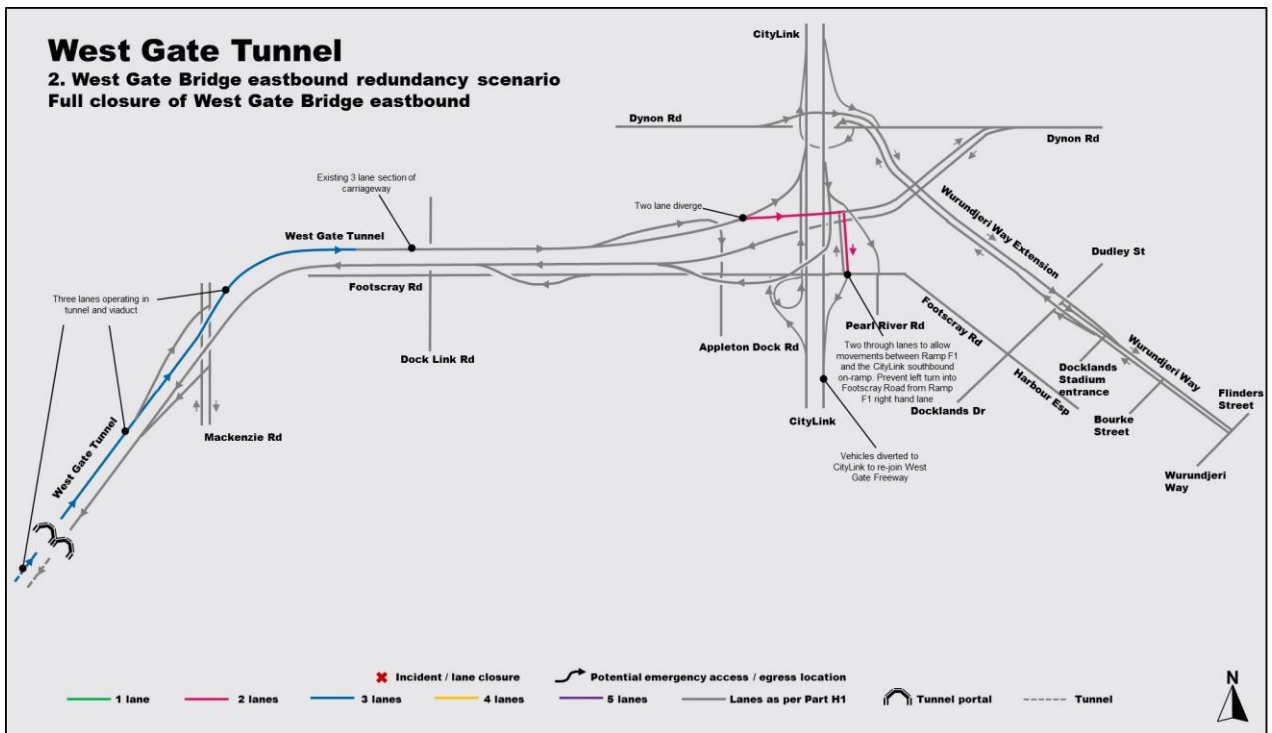
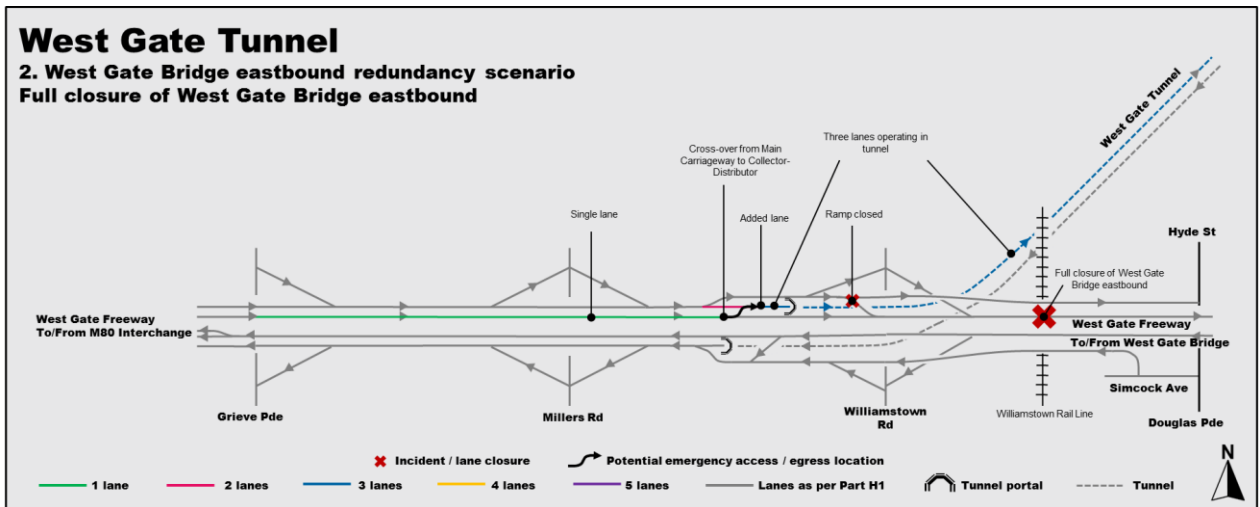


Diagram H8.3 - West Gate Bridge westbound redundancy scenario

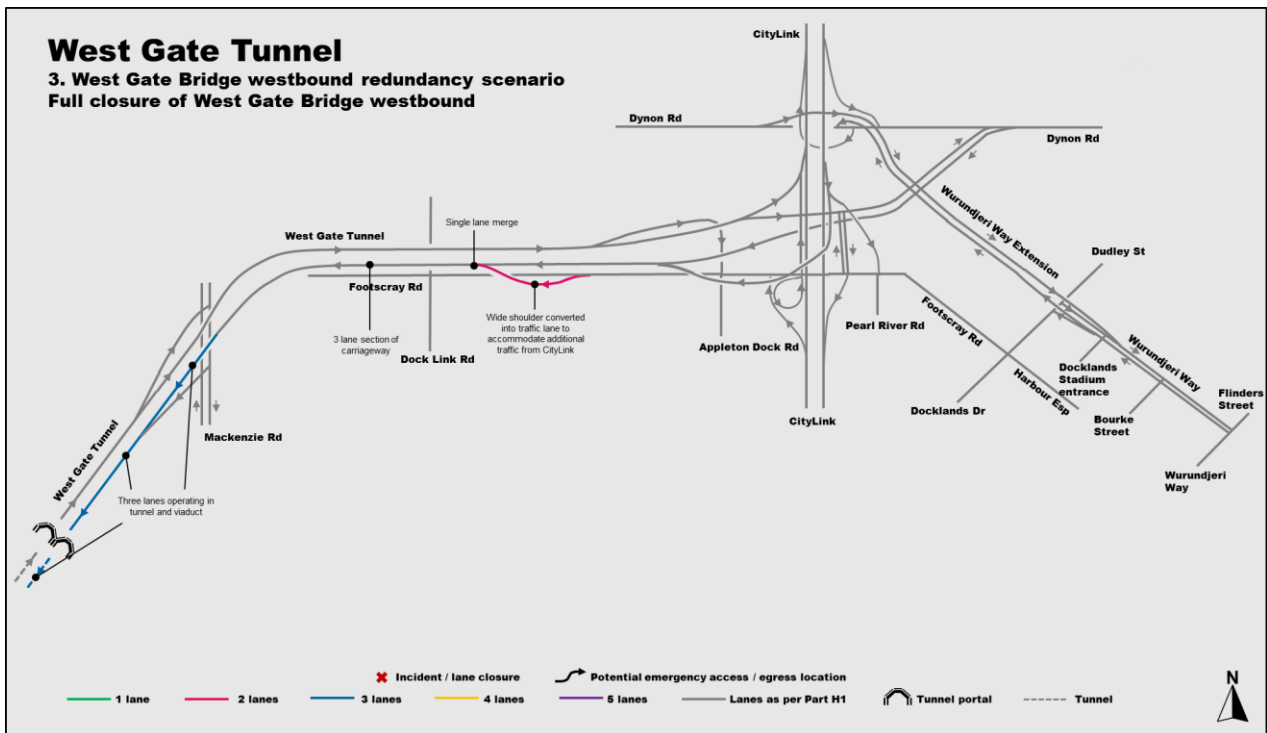
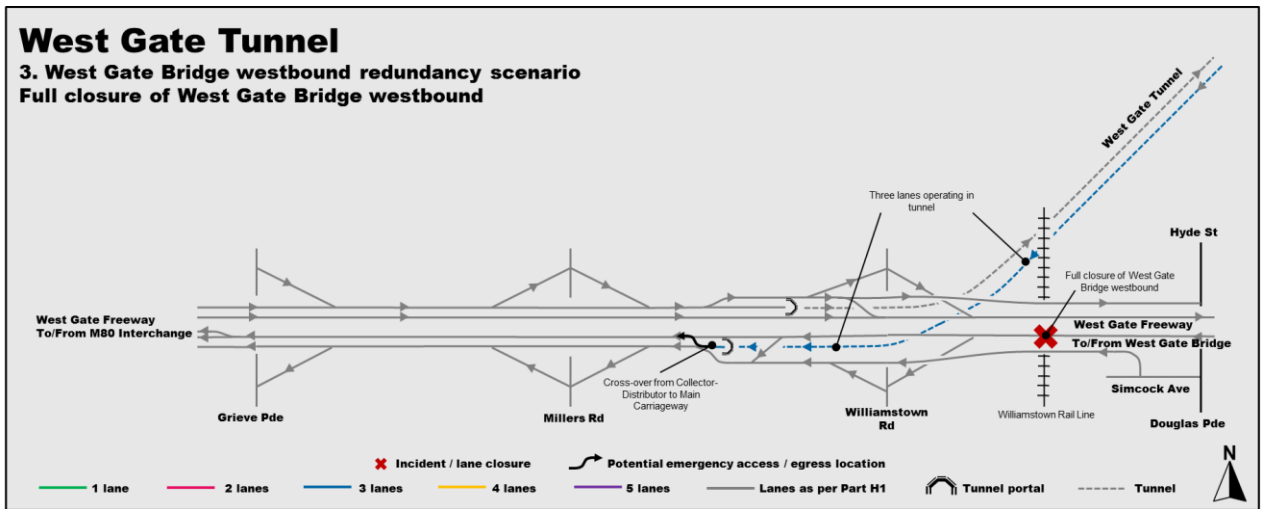


Diagram H8.4 – Tunnel eastbound redundancy scenario

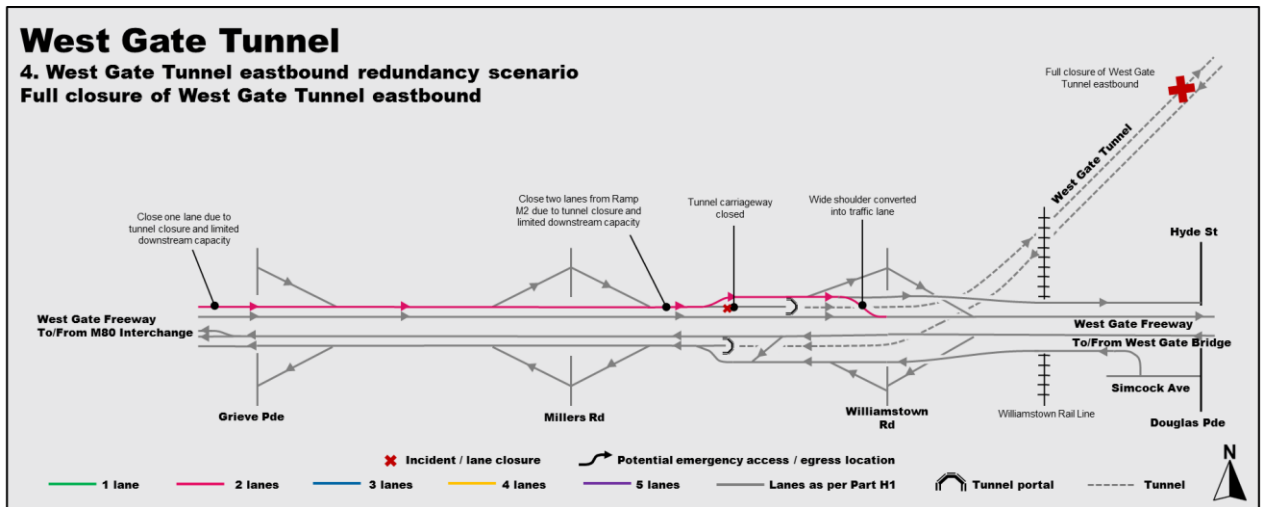
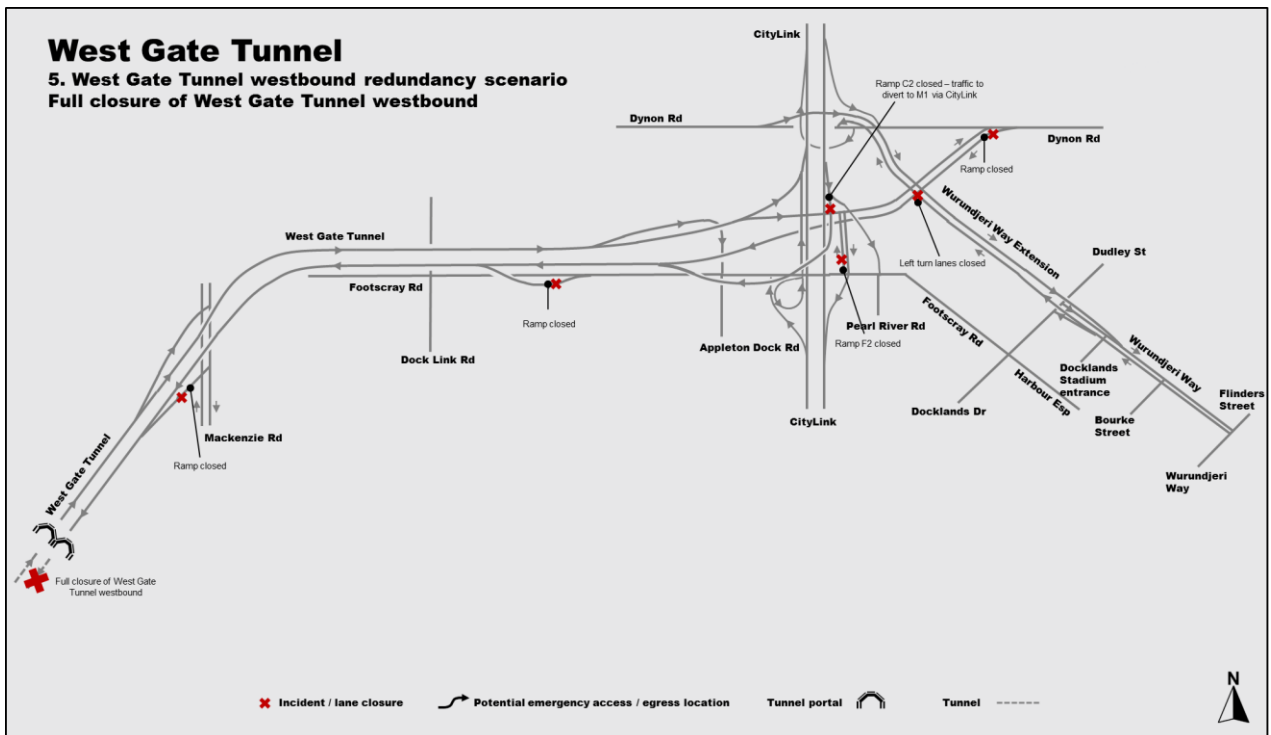
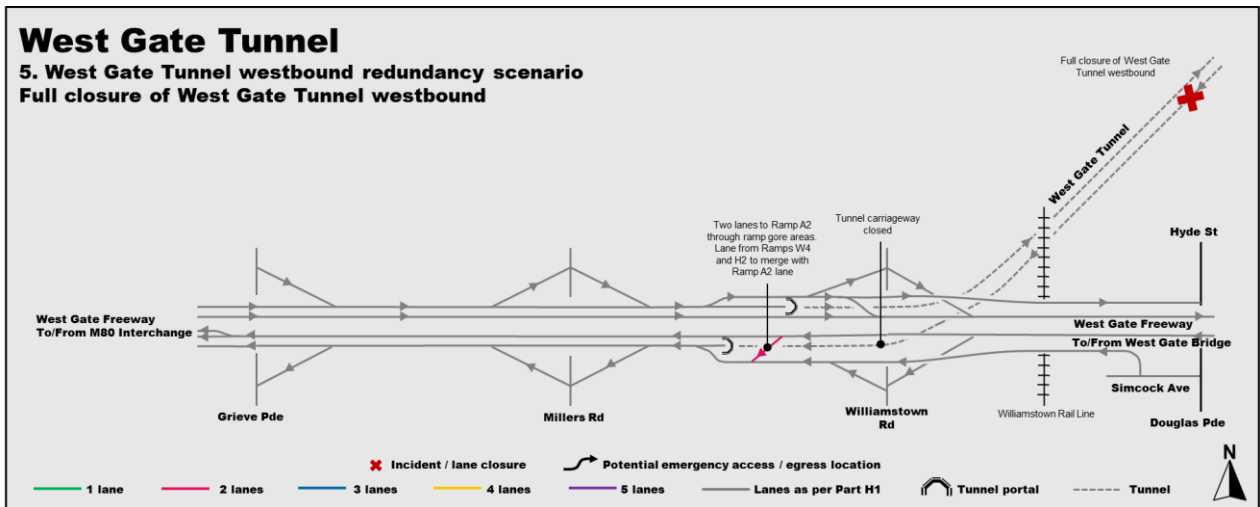




Diagram H8.5 – Tunnel westbound redundancy scenario



### 1. Directional Signage Requirements

- (a) Directional signage must meet the requirements in section 1(a)(i) to (iv).
  - (i) Objective - The objective of the directional signage scheme is the development, implementation and maintenance of a comprehensive, integrated and easily understood directional signage system for the Freeway and the surrounding road network that:
    - A. supports the integration of the Freeway with the existing arterial road system, and the efficient operation of the road network;
    - B. promotes the safe operation of the Freeway and the overall road network;
    - C. facilitates navigation on the road network, including access to, travel along, and egress from the Freeway; and
    - D. ensures consistency with the existing direction signing system on Melbourne's arterial roads, including freeways and tollways, as documented in VicRoads Traffic Engineering Manual and other references as listed in the Reference Documents.
  - (ii) Types - The types of signage that constitute directional signage include:
    - A. advance direction signs;
    - B. intersection direction signs;
    - C. trailblazer signs;
    - D. advance exit signs;
    - E. exit direction signs; and
    - F. reassurance direction signs.
  - (iii) Extent - The directional signing scheme must be developed, implemented and maintained to cover, as a minimum, the extent of the Freeway, Roads and the surrounding road network identified in Diagram H9.1.
  - (iv) Design and Implementation
    - A. Design
      - 1) Project Co must conduct an inventory of the existing directional signage within the extent of the directional signage scheme defined in section 1(a)(iii).
      - 2) Project Co must prepare a directional signage scheme for all directional signs within the extent of the directional signage scheme and obtain VicRoads agreement.

- 3) Project Co must prepare a sign face design for these directional signs and obtain VicRoads agreement.

**B. Construction**

- 1) Project Co must supply and erect new and modified signs and supports within the extent of the directional signage scheme.
- 2) Project Co must effectively secure, mask and subsequently unmask signs as necessary.
- 3) Project Co may not remove existing directional signage until agreed by VicRoads.
- 4) Project Co must remove all redundant directional signs and supports within the extent of the directional signage scheme area as shown in Diagram H9.1.

Diagram H9.1 - Directional Signage Area



## Part H10 - Road Safety Camera Hardware

### 1. General

- (a) Project Co must provide 6 road safety camera sites as set out in section 2 and design, construct and, where applicable, maintain:
- (i) a centralised technical equipment room housing road safety camera technical cabinets as set out in section 3(a)(i);
  - (ii) a localised technical equipment room for each road safety camera site inside the Tunnel as set out in section 3(a)(ii);
  - (iii) a lockable roadside technical cabinet for each road safety camera site outside the Tunnel as set out in section 3(b);
  - (iv) a communication conduit and pit sub system for all road safety camera sites as set out in section 5; and
  - (v) a power conduit and pit sub system at all road safety camera sites as set out in section 4.

### 2. Road Safety Camera Sites

- (a) The road safety camera sites:
- (i) are to be located in accordance with Table H10.1;

Table H10.1 – Road safety camera sites

Location	Location No
Tunnel Camera Site 1 (eastbound traffic) - approximately 400 metres after Tunnel entrance	INBOUND WD11E
Tunnel Camera Site 2 (eastbound traffic) - approximately 400 metres prior to Tunnel exit	INBOUND WD13E
Tunnel Camera Site 3 (westbound traffic) - approximately 400 metres after Tunnel entrance	OUTBOUND WD13W
Tunnel Camera Site 4 (westbound traffic) - approximately 400 metres prior to Tunnel exit	OUTBOUND WD11W
Roadway Camera Site (eastbound traffic) - On the West Gate Freeway at the Grieve Parade Bridge, Brooklyn	INBOUND GH
Roadway Camera Site (westbound traffic) - On the West Gate Freeway, approximately 405 metres east of Millers Road, Altona North	OUTBOUND GA

- (ii) are to be configured to meet Department of Justice and Regulation usual requirements;

- (iii) must allow for the following systems to be supplied, installed and maintained by the Department of Justice and Regulation or its contractors:
  - A. Ground Based Units/Cabinets (containing computer control and communications equipment);
  - B. incident capture cameras and associated flash illuminators;
  - C. variable speed video monitoring cameras; and
  - D. vehicle speed detectors, including:
    - 1) TIRTL (The Infrared Traffic Logger) system integrated into safety barriers;
    - 2) in-road sensors;
    - 3) above the land/road radar; and
    - 4) tracking LIDAR located adjacent to the roadway,provided that such supply, installation, maintenance and access must:
    - E. not impede on any emergency access or egress paths; or
    - F. not be invasive or compromise the structural integrity of any part of the Relevant Infrastructure; and
    - G. be carried out in accordance with clause 13.3(b) of this Agreement; and
- (iv) must consist of the following items designed, constructed and maintained by Project Co:
  - A. overhead supporting infrastructure within and outside the Tunnels to facilitate road safety cameras and other detection devices:
    - 1) located centrally above each lane;
    - 2) with the ability to support a maximum of three road safety cameras and associated equipment weighing up to 250kg/lane;
    - 3) located outside the traffic envelope plus an additional safety margin of 1-metre at a minimum above the traffic envelope (where practicable); and
    - 4) with the ability to adjust road safety camera infrastructure both laterally longitudinally and vertically within each lane.

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### **3. Technical equipment rooms and cabinets**

- (a) Project Co must design and construct:
  - (i) a centralised technical equipment room housing technical cabinets which consists of:

- A. ten full height lockable 45RU 19 inch rack cabinets;
  - B. one dedicated fibre optic patch panel to connect to all the road safety camera sites;
  - C. 240V 50Hz single phase, 30A isolated power supply, per rack cabinet; and
  - D. data feed regarding the status of relevant LUMS; and
- (ii) a localised technical equipment room at each road safety camera site inside the Tunnel which consists of:
- A. one full-height lockable 45RU 19" inch rack cabinet;
  - B. one fibre optic patch panel;
  - C. 240V 50Hz single phase, 50A isolated power supply;
  - D. 50 metre maximum distance conduit run to vehicle speed detectors and TIRTLS from the localised equipment room (excluding cables to be provided and maintained by the Department of Justice and Regulation);
  - E. conduit run to LUMS cameras (excluding fibre optic cables to be provided and maintained by the Department of Justice and Regulation); and
  - F. data feed regarding the status of relevant LUMS.
- (b) Project Co must design, construct and maintain:
- (i) A lockable roadside technical cabinet at each road safety camera site outside the Tunnel which consists of:
- A. suitably sized concrete pad to house a roadside technical cabinet as well as providing a safe working substrate;
  - B. 240V 50Hz single phase, 50A isolated power supply;
  - C. fibre optic termination panel;
  - D. conduit run to vehicle speed detectors and TIRTLS (excluding cables to be provided and maintained by the Department of Justice and Regulation);
  - E. conduit run to LUMS cameras (excluding cables to be provided and maintained by the Department of Justice and Regulation); and
  - F. data feed regarding the status of relevant LUMS.

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#### **4. Road safety camera power sub system**

Project Co must design, construct and maintain a road safety camera power sub system:

- (a) for the use of the Department of Justice and Regulation;
- (b) which meets the requirements of Part H19;

- (c) which consists of:
  - (i) power pits/points of supply that:
    - A. are located adjacent to each point of connection relative to the road safety camera system;
    - B. are lockable; and
    - C. meet the usual requirements of the Department of Justice and Regulation; and
  - (ii) power conduits 100mm in diameter or equivalent (excluding cables to be provided and maintained by the Department of Justice and Regulation) that:
    - A. connect each power pit to each connection point at each road safety camera site;
    - B. are located in straight lines (where practicable) between power pits and connection points or are a set distance from a continuous roadside element with a minimum radius of 800m; and
    - C. connect to each technical equipment room or roadside technical cabinet; and
- (d) which meets the usual power requirements of the Department of Justice and Regulation.

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## 5. Road safety camera communication sub system

Project Co must design, construct and maintain a road safety camera isolated communication sub system:

- (a) for the sole use of the Department of Justice and Regulation;
- (b) which consists of:
  - (i) communication pits or breakout points that:
    - A. are located adjacent to each point of connection relative to the road safety camera system;
    - B. are lockable (pits); and
    - C. meet the usual requirements of the Department of Justice and Regulation; and
  - (ii) communication conduit 100mm in diameter or equivalent (excluding cables to be provided and maintained by the Department of Justice and Regulation) that:
    - A. connect each communications pit to each connection point at each road safety camera site;
    - B. is located in a straight line (where practicable) between communication pits and connection points or is a set distance

from a continuous roadside element with a minimum radius of 800m;

- C. connects to each localised technical equipment room or roadside technical cabinet; and
- D. connects each localised technical equipment room and roadside technical cabinet to form a backbone which connects to the centralised technical equipment room.

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## 6. Other infrastructure

Project Co must construct, build and maintain:

- (a) housings for roadside TIRTL integrated into the barriers, with a 100mm in diameter power cable conduit and a 100mm in diameter communication cable and back (excluding cables to be provided and maintained by the Department of Justice and Regulation) to the localised technical equipment room or roadside technical cabinet;
- (b) clear line of sight void on the edge of the roadway, housing for roadside tracking LIDARs with a 100mm conduit (excluding cables to be provided and maintained by the Department of Justice and Regulation) back to the localised technical equipment room inside the Tunnel;
- (c) clear line of sight concrete pad on the edge of the roadway, housing for roadside tracking LIDARs with a 100mm conduit (excluding cables to be provided and maintained by the Department of Justice and Regulation) back to the roadside technical cabinet outside the Tunnel;
- (d) in-road vehicle sensor break out pits adjacent to the roadway at road safety camera sites inside and outside the Tunnel, with fully sealed conduits (excluding cables to be provided and maintained by the Department of Justice and Regulation) back to the roadside technical cabinet; and
- (e) mounting points for variable speed video monitoring cameras up to 30kg to monitor LUMS displays.

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## 7. Access

Project Co must provide uninterrupted access to the technical equipment room and cabinets for:

- (a) Telstra for IPWAN portal support; and
- (b) the Department of Justice and Regulation and its contractors for maintenance and operations,

on the condition that such access:

- (c) complies with the Site Access and Interface Protocols and any generally applicable safety and security requirements of Project Co;
- (d) does not unnecessarily interfere with the carrying out of the Project Activities;
- (e) does not damage the Relevant Infrastructure; and
- (f) does not impede on any emergency egress paths.



## Part H11 - Communication Infrastructure

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### 1. Communication Infrastructure

- (a) Project Co must:
  - (i) provide the necessary communication infrastructure for the sole use of the State which must:
    - A. consist of a concealed communication conduit containing 1 x 96 core fibre in each direction of the Freeway and within the ITS Interface Area, each of which is isolated from any Project Co conduit;
    - B. include all appropriate pits for the communication conduits;
    - C. include a new hut and node and all associated infrastructure connected to the new communications conduits:
      - 1) located in the ITS Interface Area near the West Gate Freeway at the M80 Ring Road Interchange; and
      - 2) connected to the VicRoads communications network; and
    - D. be in accordance with VicRoads usual requirements; and
  - (ii) maintain the VicRoads communications conduits, fibres and access pits up to and including the last access pit within the Leased Area. Maintenance of the part of the communications conduits and fibres in the Leased Area after the last pit will be the responsibility of the State.
- (b) Project Co must:
  - (i) provide the necessary communication infrastructure for the sole use of the State which must:
    - A. consist of a separate concealed communication conduit containing a 1 x 144 core fibre on one side of the Freeway, which is isolated from any Project Co conduit;
    - B. include all appropriate pits for the communication conduits;
    - C. include node access points the number of which is to be agreed in consultation with VicTrack and the State;
    - D. be in accordance with VicTrack usual requirements; and
  - (ii) maintain the communications conduits, fibres and access pits up to and including the last access pit within the Leased Area. Maintenance of the part of the communications conduits and fibres in the Leased Area after the last pit will be the responsibility of the State.

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### 2. Vehicle to Infrastructure

Project Co must provide cabling for a Vehicle to Infrastructure roadside equipment point on all VMS and LUMS gantries. This cabling must include:

- (a) 1 x CAT6a Ethernet cable;
- (b) 1 x 3-pair, Screened Data cable; and
- (c) 1 x 2-core+E(2.5m2) Power cable.

## Part H12 - RSS and Tolling Back Office

### Part H12A - RSS

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#### 1. General

Project Co must supply an RSS comprising works, equipment, hardware, software and processes, which has the functionality and capability to detect, identify, record and manage information about Vehicles using the Freeway, including OBUs for use within Vehicles. The RSS must transmit such information to the TBO to enable toll collection activities in relation to the Freeway.

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#### 2. RSS Performance Requirements

##### 2.1 Verification

- (a) Where an Error Rate is stipulated in this Part H12A, the verification of the performance of the relevant sub-system of the RSS against that Error Rate is to be carried out for each Detection Zone at least once in each successive 12-month period during the Term, with the first of those periods commencing on the date of Tolling Completion.
- (b) The verification method for each Detection Zone will consist of Project Co conducting tests as described in the following sections for the relevant Toll Point (where an Error Rate is stipulated) and comparing the performance of the relevant sub-system of the RSS against the Error Rates. These tests will include testing:
  - (i) at the relevant Toll Point;
  - (ii) involving a sample size of traffic, density of traffic and composition of Vehicles within the parameters set out in section 2.2(c); and
  - (iii) where applicable, during a period of typical peak usage of the Toll Point which allows for a statistically significant number of events to be measured.
- (c) Project Co will provide the State with a written report setting out the nature of the verification tests performed under section 2.1(b) above and the results of that testing:
  - (i) within 10 Business Days after the completion of that testing, if that testing indicates non-compliance with the stipulated Error Rates (such report to include proposed remediation activities); or
  - (ii) otherwise, in the next monthly progress report submitted to the State in accordance with Part F7.
- (d) For the purposes of calculating an Error Rate stipulated in this Part H12A, the extent to which the Error Rate for a Detection Zone has been impacted by:
  - (i) third party faults and damage caused by service providers and other civil contractors not engaged by Project Co and/or OpCo which cannot reasonably be mitigated by Project Co;
  - (ii) restrictions or controls imposed by the Emergency Services;
  - (iii) events beyond the reasonable control of Project Co, and the effects of which cannot reasonably be mitigated by Project Co or OpCo;

- (iv) defects in systems maintained by the State or its Associates independently of Project Co, OpCo and their respective contractors causing Device or system outages;
- (v) physical damage to components of the RSS caused by traffic incidents;
- (vi) actions reasonably required to comply with a direction from the State or its Associates in accordance with this Agreement or otherwise lawfully given; and
- (vii) outages of the relevant sub-system of the RSS during a period of planned maintenance of a sub-system of the RSS that occurs in accordance with the O&M Manuals or O&M Phase Management Plan,

will be disregarded in the calculation of that Error Rate.

## 2.2 Vehicle Detection Performance

- (a) The RSS must have a Vehicle detection capability (**Vehicle Detection Capability**) which detects all Vehicles passing through each Detection Zone.
- (b) The Vehicle Detection Error Rate must be  $\leq 0.05\%$  for each Relevant Period, within the traffic and environmental parameters set out in section 2.2(c) below, where the **Vehicle Detection Error Rate** is defined as:

$$\text{Primary Vehicle Detection Error Rate} = \frac{t_V - d_V}{t_V}$$

Where:

$t_V$  = actual number of Vehicles passing the relevant Detection Zone during the Relevant Period

$d_V$  = number of Vehicles passing the relevant Detection Zone within the traffic and environmental parameters set out in section 2.2(c) below, which are detected by the Vehicle Detection Capability during the Relevant Period.

This metric is independent of whether or not the Vehicle is carrying an OBU.

- (c) The Vehicle Detection Capability for each Detection Zone must accurately detect Vehicles and otherwise operate in accordance with the requirements of this Part H12A within the following traffic and environmental conditions:
  - (i) Vehicles travelling at any speed from 0 – 160 km/h inclusive;
  - (ii) Vehicles at a traffic density of up to 55 Vehicles per lane per minute;
  - (iii) Vehicles at a peak traffic density of one Vehicle per lane per second for simultaneous convoys of ten Vehicles per lane simultaneously through all lanes at the relevant Toll Point;
  - (iv) in all weather conditions applicable for Melbourne including fog, mist, lightning and rain (with a maximum rainfall of no more than 100mm per hour);
  - (v) in all ambient light conditions applicable for Melbourne;
  - (vi) at any angle of incident sun light;

- (vii) detect as separate Vehicles any pair of Vehicles where the lateral distance (i.e. from lane to lane) between the Vehicles is  $\geq 0.5$  m; and
  - (viii) detect as separate Vehicles any pair of Vehicles where the longitudinal distance between the Vehicles (i.e. from the front and rear) is  $\geq 0.6$ m when the Vehicles are travelling up to 40km/h and  $\geq 2$ m where the Vehicles are travelling greater than 40 km/h and up to 100 km/h.
- (d) The Vehicle Detection Capability for each Detection Zone must record the time of detection of each Vehicle using the RSS Reference Time. All sub-systems and components of the RSS must be regularly (and no less frequently than quarterly) synchronised to the actual time and date to avoid material time drift between the RSS Reference Time and the actual time and date.

### 2.3 Vehicle Classification Performance

- (a) The RSS must have a Vehicle classification capability which undertakes a preliminary classification of each Vehicle travelling through the relevant Detection Zone into the applicable Vehicle Class based upon the characteristics of the Vehicle and (subject to section 2.3(b) below) irrespective of any trailer attached to the vehicle or, in relation to any motorcycle, any sidecar or fore car attached to the Vehicle. The accuracy of the preliminary Vehicle classification will be confirmed and the correct Vehicle Class for application of tolls determined by the TBO, irrespective of the Vehicle Class determined by the RSS.
- (b) An HCV will be classified as an HPFV when its length (inclusive of trailers) exceeds 26m.

### 2.4 Tag Detection Performance

- (a) The RSS must include a Tag detection capability (**Tag Detection Capability**) for each Detection Zone.
- (b) The Tag Detection Capability for each Detection Zone must:
- (i) be capable of successfully completing a Tag Transaction with any Tag that is compliant with AS4962 including all Interoperable Tags on issue in Australia;
  - (ii) operate within the traffic and environmental parameters set out in section 2.2(c) with a Tag Detection Error Rate of  $\leq 0.02\%$  for each Relevant Period. The **Tag Detection Error Rate** is defined as:

$$\text{Tag Detection Error Rate} = \frac{t_T - n_T}{t_T}$$

Where:

$t_T$  = true number of Tags passing the relevant Toll Point within the traffic and environmental parameters set out in section 2.2(c) during the Relevant Period; and

$n_T$  = true number of Tags passing the relevant Toll Point within the traffic and environmental parameters set out in section 2.2(c) during the Relevant Period; and for which a Tag Transaction Error does not occur,

provided that the values  $t_T$  and  $n_T$  above each exclude:

- (1) Tags that are not installed by a road user in accordance with the applicable manufacturer's instructions; or
- (2) Tags that are hand-held in Vehicles; or
- (3) Tags in Vehicles in which multiple Tags are installed at the time of the Vehicle passage through the Detection Zone; or
- (4) Tags that are not performing due to damage by the road user or for reasons of battery failure.

When verifying the Tag Detection Error Rate under section 2.1, for the purposes of section 2.1(b)(iii), a Test Sample will be taken to be a statistically significant number of events and for the purposes of that verification the formulae in this section 2.4(b)(ii) will be applied as though the words "for each Relevant Period" or "during the Relevant Period" were replaced with "for the Test Sample". A **Test Sample** means 200 instances of a Tag or Tags passing the relevant Toll Point, where such Tag or Tags has/have been provided and installed in Vehicles by or on behalf of Project Co so that the exclusions in paragraphs (1) to (4) above do not apply to the passage of those Tags through the Toll Point;

- (iii) not conduct a Tag Transaction with, or otherwise interact, with any Tag at a time when that Tag is outside of the relevant Detection Zone.

- (c) For each Tag travelling through the relevant Detection Zone, the Tag Detection Capability must:

- (i) accurately record the time of detection of the Tag using the RSS Reference Time; and
- (ii) accurately and securely process and record all data elements associated with a Tag Transaction, without a Tag Transaction Error,

for a Tag Transaction to be taken to have been completed successfully.

## 2.5 Image Capture Performance

- (a) The RSS must automatically capture and record the following images of all Vehicles passing through any Detection Zone:
  - (i) front image including the area containing the Vehicle's licence plate at a sufficient image quality to enable a human image reviewer using the RSS to accurately determine the Licence Plate Number and State of Registration of the Vehicle from the captured image; and
  - (ii) rear image including the area containing the Vehicle's licence plate at a sufficient image quality to enable a human image reviewer using the RSS to accurately determine the Licence Plate Number and State of Registration of the vehicle from the captured image.
- (b) For each Detection Zone, the RSS must capture at least one front or rear image to the required quality for every Vehicle passing through the Detection Zone with an Image Capture Error Rate A of  $\leq 0.05\%$  for each Relevant Period in any traffic conditions, where the **Image Capture Error Rate A** is defined as:

$$\text{Image Capture Error Rate } A = \frac{d_V - n_V}{d_V}$$

Where:

$d_v$  = detected number of Vehicles passing the relevant Detection Zone during the Relevant Period

$n_v$  = number of Vehicles passing the relevant Detection Zone during the Relevant Period for which either the front or rear image was captured as required by section 2.5(a).

- (c) For each Detection Zone, the RSS must capture all of the front and rear images to the required quality for every Vehicle passing through the Detection Zone with an Image Capture Error Rate B of  $\leq 0.1\%$  for each Relevant Period under any traffic conditions, where the **Image Capture Error Rate B** is defined as:

$$\text{Image Capture Error Rate B} = \frac{d_v - c_v}{d_v}$$

Where:

$d_v$  = detected number of Vehicles passing the relevant Detection Zone during the Relevant Period

$c_v$  = number of Vehicles passing through the relevant Detection Zone during the Relevant Period for which each front and rear image was captured as required by section 2.5(a)

## 2.6 Monitoring

- (a) The RSS must include a capability to detect and alert reduction in the level of performance of the Vehicle Detection Capability (**Monitoring Capability**).
- (b) The Monitoring Capability must enable a threshold of performance to be established and when not met, an alert must be sent to the appropriate operator for investigation.
- (c) The Monitoring Capability must include RSS components that can operate independently of the TBO.

## 2.7 OCR Capability Performance

- (a) The RSS must process the images captured for each Vehicle passing through any Detection Zone to automatically identify, and record the LPN of, the Vehicle making that passage and provide a confidence level (**Confidence Level**) for each identified character and the overall identified LPN (**OCR Capability**).
- (b) For each Vehicle passing through a Detection Zone, the OCR Capability for that Detection Zone must:
- (i) determine and record the Confidence Level in its determination of the relevant LPN (and of each distinct character in the relevant LPN);
  - (ii) automatically determine and record the LPN for the Vehicle;
  - (iii) automatically determine and record the State of Registration for the Vehicle; and
  - (iv) determine and record the Confidence Level in the accuracy of the determined State of Registration.

- (c) Where the RSS is unable to automatically identify a Vehicle passing through a Detection Zone, the RSS must record this fact in association with the information required to be recorded under section 2.2(d) for that passage of the Vehicle through that Detection Zone.
- (d) The OCR Capability must perform in accordance with the following performance criteria:
  - (i) in at least 90% of detected and determined LPNs over each Relevant Period, the result provided is correct under the following conditions:
    - A. the front of the Vehicle, including the Licence Plate area, is not being obscured or rendered unreadable by interference, damage or dirt; and
    - B. the rear of the Vehicle, including the Licence Plate area, is clearly visible in at least one image without being obscured or rendered unreadable by interference, damage or dirt.

## 2.8 Correlation of Vehicle Information Performance

- (a) The RSS must generate complete records correlating all the data relating to each Vehicle passing any Toll Point including:
  - (i) the Vehicle detection information as described in section 2.2(d);
  - (ii) the Vehicle classification information as described in sections 2.3(a) and 2.3(b);
  - (iii) any Tag Transaction information referred to in section 2.4(c) for where the spatial and temporal location of the Tag in the relevant Detection Zone is physically correlated to the spatial and temporal location of the Vehicle;
  - (iv) the images captured of the Vehicle as described in section 2.5(a); and
  - (v) the OCR Capability results described in section 2.7(b) and 2.7(c).
- (b) The RSS must correctly correlate the information required to be captured in section 2.8(a) for 99.99% of Vehicles passing the relevant Toll Point over a Relevant Period.
- (c) The RSS must identify when it detects that a likely duplication has occurred due to inability to confidently correlate the information in section 2.8(a).

## 2.9 Exchange of Information with TBO

- (a) The RSS must interface with the TBO for the exchange of the following:
  - (i) all transactional information required to be collected by the RSS;
  - (ii) operational status information for the RSS; and
  - (iii) status lists for OBUs.

## 2.10 RSS Stored Data

- (a) The RSS must have the capacity to store all transactional information (including images) for the passage of Vehicles through any Detection Zone without manual intervention for at least 14 days (regardless of traffic conditions).



- (b) The RSS must provide mechanisms to prevent, and enable detection of, unauthorised access to or tampering with, all data collected in relation to the passage of Vehicles and/or OBUs through a Detection Zone, including images and associated data blocks. This mechanism must include the generation of secure digital signatures based on robust encryption algorithms and cryptographic keys over all messages, images and image data blocks.
- (c) The RSS must include methods of maintaining a system of cryptographic keys used to provide the digital signatures used for access and tamper protection and which:
  - (i) protects the key values from unauthorised access or disclosure at all times; and
  - (ii) enables the keys to be changed over at any time whether due to exposure of a key or as part of reasonable information security operations and practices.
- (d) The RSS must be able to securely load and store the Roadside Keys for each issuer of Interoperable Tags in Australia, with minimum storage for at least 50 distinct EFC Context Marks.
- (e) The RSS must maintain all data used by the functions of the Roadside System in a manner that ensures the consistency and integrity of the data between the various functional modules of the RSS at all times.

## 2.11 Manage RSS Configuration

The RSS must enable remote access to each Toll Point for the purposes of administration and configuration of the Toll Point and monitoring and control of all aspects of the sub-systems and components installed at the Toll Point that do not require physical interaction of the Operator with the Roadside Equipment.

## 2.12 Manage RSS Operations

- (a) The RSS must be capable of producing a passage report for any period nominated by the Operator all passages of Vehicles through any Detection Zone, and all data required under this Part H12A to be collected and stored in respect of such passage, within that period.
- (b) The RSS must provide detailed and automated monitoring of all of its sub-systems, including as a minimum:
  - (i) the current operational status of hardware and software;
  - (ii) adverse operational conditions of hardware (servers, storage devices, network components), including:
    - A. the identification of hardware elements operating beyond defined thresholds for resource utilization (including CPU idle and disk space);
    - B. identification of hardware elements operating outside of designed operating environmental conditions (including temperature);
    - C. identification of hardware elements that have failed (even if these components have failed-over to a redundant sub-component); and

D. identification of hardware elements operating in degraded modes,

to the extent that sub-section (ii) requires the provision of detailed and automated monitoring of CPU and RAM usage and environmental conditions of shock, dust and humidity, such monitoring is not required explicitly for each and every piece of equipment.

(iii) adverse operational conditions of all software (both custom and COTS), including:

A. processing throughput;

B. the availability of resources;

C. identification of software elements that have failed (even if the sub-component has failed-over to a redundant sub-component); and

D. identifications of software elements operating in degraded modes, and

in respect of sub-section 2.12(b)(iii)A and 2.12(b)(iii)B, such monitoring is not required for each and every piece of equipment; and

(iv) automatic generation of alarms when sub-systems, components and/or sub-components are experiencing adverse operational conditions as set out in sections 2.12(b)(ii) or 2.12(b)(iii).

(c) The RSS must monitor sub-systems, components and sub-components in real-time.

(d) The RSS must provide an Operator with visibility of the status of all sub-systems, components and sub-components of the RSS.

(e) The RSS must support operation in a number of different modes including:

(i) operational mode;

(ii) off-line mode;

(iii) test mode; and

(iv) maintenance mode.

## 2.13 RSS Availability

(a) The availability of the RSS must be as defined in Part H19.

(b) The RSS must be able to suffer any single-point failure and recover on repair of that failure:

(i) without corruption or loss of data already committed (that is, stored on a disc in RSS, ready for transmission to TBO) at the time the failure occurred;

(ii) without loss of data integrity for data already committed at the time the failure occurred;

(iii) without the need for manual manipulation of data; and

- (iv) without reduction in the security of the RSS.

## **2.14 RSS Data Security**

- (a) The RSS must use Best Industry Practices in regard to data security and access.
- (b) The design of the RSS must include taking all reasonable steps necessary to ensure that no unauthorised party:
  - (i) is allowed physical or electronic access to the RSS; and
  - (ii) prevents the RSS from being available.
- (c) The design of the RSS must incorporate all reasonable steps necessary to ensure that no virus, worm, trojan horse or other software or configuration that may cause an unauthorised change to the RSS is allowed in or access to the RSS through password and physical shielding.

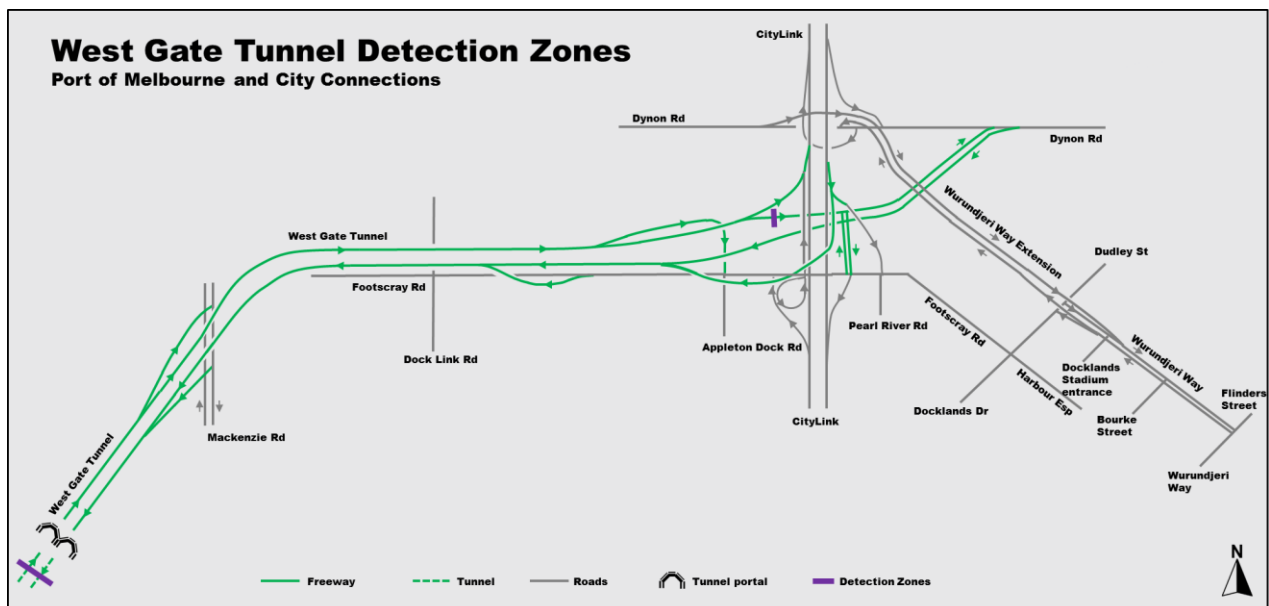
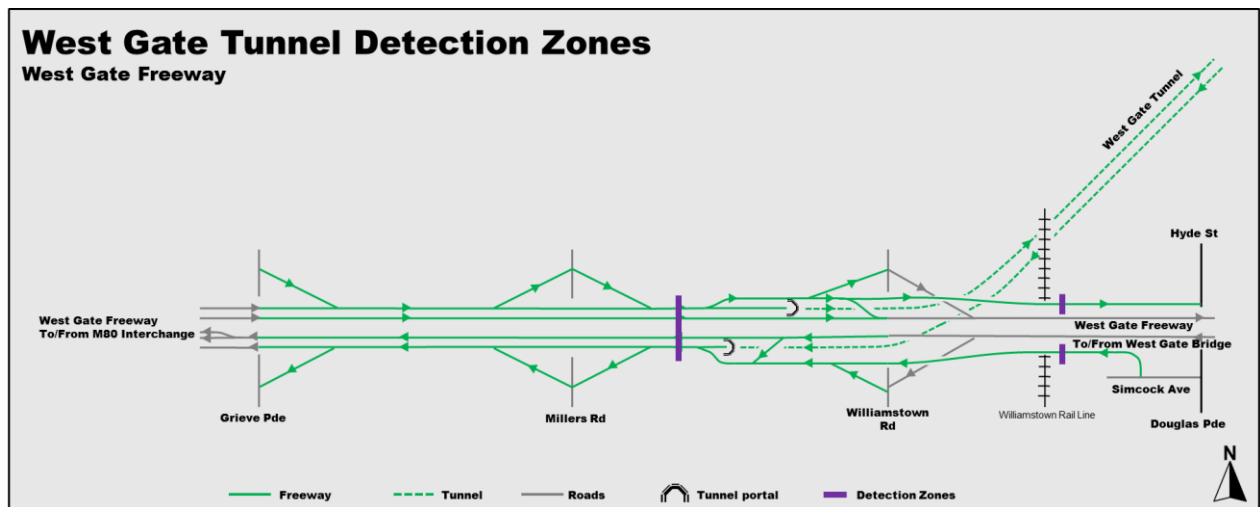
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## **3. RSS Infrastructure Requirements**

### **3.1 General**

- (a) Toll Points are to be provided on the Freeway to accommodate Roadside Equipment to be used specifically to capture information from passing Vehicles for the purposes of tolling.
- (b) Diagram H12.1.1 shows the high level plan of the proposed Detection Zones that require Toll Points on the Freeway. The Detection Zones are:
  - (i) on the West Gate Freeway between Millers Rd and Williamstown Rd;
  - (ii) on the Hyde St entry/exit ramps to/from the West Gate Freeway (Ramps H1 and H2);
  - (iii) on the Freeway at a point east of the Williamstown Road and Hyde St entry/exit ramps (Ramps W1 and W4, Ramps A1 and A2 and Ramps H1 and H2) and before the MacKenzie Road entry/exit ramps (Ramps P1 and P2); and
  - (iv) on the inbound lanes of the Freeway at a point east of Appleton Dock Rd and the CityLink exit and before the Footscray Road eastbound exit ramp (Ramp F1).

Diagram H12.1.1 – West Gate Tunnel Detection Zones



### 3.2 RSS Infrastructure

- (a) Any roadside technical shelter should be located in such a way that it is provided protection from traffic in accordance with applicable safety standards of the State (and applicable Australian Standards).
- (b) Any roadside infrastructure must be located in such a way that it can be accessed by maintenance personnel freely and safely.
- (c) The RSS must operate in a manner that does not impede the free flow of Vehicles through any Toll Point.
- (d) The RSS must use equipment in accordance with the requirements described in the PSR.
- (e) The RSS must be installed to comply with all relevant Standards.

### 3.3 Toll Point General Requirements

- (a) An appropriate envelope must be established to provide a location for the Roadside Equipment including any poles or gantries for mounting Roadside Equipment, and any roadside technical shelters or cabinets for each Toll Point location.
- (b) Toll Points must comply with the following requirements:
  - (i) a minimum clearance of 25m either side of the tolling gantry is required to be free of other road furniture inside the barriers or boundaries of the carriageway to avoid interference with the RSS;
  - (ii) a Tolling Node Point into which Project Co can connect into a dual-redundant communications network and dual-redundant power supply; and
  - (iii) 2 x 100mm Electrical and 2 x 100mm communications conduits from the Tolling Node Point to the Toll Point location specifically for the purposes of the tolling Roadside Equipment.

**Part H12B - Not Used**

## Part H13- Allowances for Future Infrastructure

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### 1. General

- (a) The Works must:
- (i) not preclude, the design and construction of the future infrastructure as identified in sections 2, 3, 4, 5, 7(a), 8, 9, and 11 in this Part H13 and items LVP3 and LVP4 in Part H21; and
  - (ii) make allowance for the future infrastructure as identified in sections 6, 7(b) and 10,
- and must be constructed to ensure any required future modifications to the Relevant Infrastructure and the Returned Facilities which are required to construct the Future Infrastructure are minimised to the extent practicable.
- (b) Preliminary Design Documentation and Certified Design Documentation must demonstrate that the Works have been designed and will be constructed to meet the requirements of section 1(a).
- 

### 2. Western Road Corridor - Northern Route

Do not preclude a connection to a future freeway from near the Maribyrnong River crossing to the M80 north of Boundary Road.

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### 3. Tram line along Dynon Road

Do not preclude the provision for a tram line along Dynon Road between the City and Footscray.

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### 4. Future Tram Depot

Do not preclude a new tram depot between Dynon Road and Footscray Road in the general vicinity of the Moonee Ponds Creek.

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### 5. Bus connections along Footscray Road

Do not preclude any future bus routes along Footscray Road between the City and Footscray.

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### 6. M80 Ring Road and Princes Freeway

- (a) Allowance must be made for any future widening and/or connections including ITS infrastructure, to both the M80 north of the West Gate Freeway and the Princes Freeway west of the M80 as shown in Diagram H13.1 and as set out in Attachment B.
- (b) Works must provide for civil infrastructure including earthworks, pavement and drainage from the westbound collector-distributor diverge at Ramp R10/R12 to the expansion joint at the eastern abutment of Ramp R9 to allow for a future separated carriageway from the westbound collector-distributor carriageway to Boundary Road at the M80 interchange.

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## **7. Newport to Sunshine Freight Line**

- (a) Do not preclude the provision for one additional track on the Newport to Sunshine Freight Line between Francis Street and Brunel Street.
- (b) Allowance must be made in the Construction Area for the future lowering of the Newport to Sunshine Freight Line between Francis Street and Brunel Street with a minimum vertical clearance of 7.1 metres to all overhead structures along the rail corridor.

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## **8. Rail corridor parallel to Wurundjeri Way**

Do not preclude the future widening of the rail corridor parallel to Wurundjeri Way between La Trobe Street and Dudley Street including the rail bridge over Dudley Street to accommodate an additional two tracks for freight services.

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## **9. FMS**

The Works must not preclude VicRoads' ability to deliver the VicRoads' Vehicle-to-Infrastructure and Infrastructure-to-Vehicle Cooperative ITS roadmap "*Getting VicRoads fit in time by 2020*".

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## **10. North Yarra Main Sewer**

In the event that the North Yarra Main Sewer is relocated as part of the Works, the relocation must consider the future network plans of Melbourne Water for the North Yarra Main Sewer.

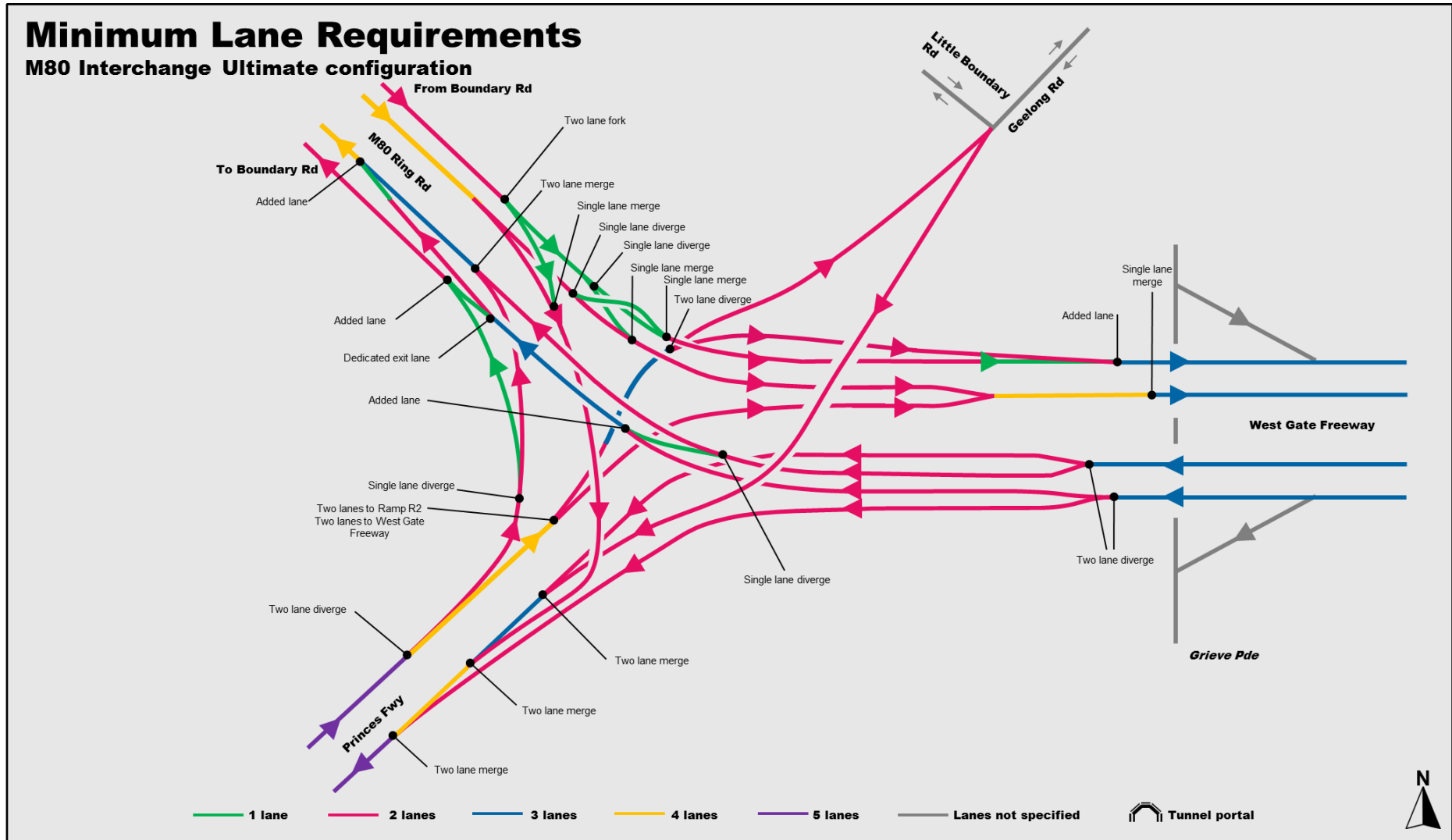
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## **11. Freight Rail Connection**

Do not preclude an additional two tracks for freight services from the western side of Dudley Street to the port rail line which provides access to the Port of Melbourne under Footscray Road at the Appleton Dock Road intersection.



Diagram H13.1 – M80 Ring Road and Princes Freeway



## Part H14 - Over-Dimensional Routes, Higher Mass Limit and B-Double Network

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### 1. Over-dimensional routes 5, 5a and 8

Where the Works may impact or overlap over-dimensional (OD) Route 5, Route 5a and Route 8, Project Co must ensure that in carrying out the Works:

- (a) OD Route 5, Route 5a and Route 8 are maintained at all times unless otherwise agreed by VicRoads as part of a WTMP for OD Route 5, Route 5a and Route 8 as at Financial Close;
- (b) a minimum vertical clearance of 5.9m for new overhead constraints is maintained on OD Route 5, Route 5a and Route 8;
- (c) a minimum vertical clearance of 6.1m for overhead pedestrian structures is maintained on OD Route 5, Route 5a and Route 8;
- (d) OD Route 5, Route 5a and Route 8 are able to meet VicRoads usual requirements for over dimensional vehicle routes;
- (e) a minimum vertical clearance of 5.9m under:
  - (i) Ramp R6 (M80 Ring Road to eastbound main carriageway);
  - (ii) Ramp R7 (M80 Ring Road to Princes Freeway);
  - (iii) the Grieve Parade overpass above all carriageways;
  - (iv) the Geelong Road overpass (Ramp R11); and
  - (v) new overhead constraints being installed on Princes Freeway approaching the M80 interchange; and
- (f) for Dohertys Road overpass:
  - (i) no reduction in vertical clearance on existing carriageways and ramps; and
  - (ii) a minimum vertical clearance of 5.4m on new carriageways and ramps.

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### 2. Over-dimensional route - MacKenzie Road

Provision must be made for over-dimensional vehicles from MacKenzie Road to access OD Route 5a on Footscray Road.

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### 3. Higher Mass Limits (HML) Network and B-Double Network

- (a) Where the Works impact upon the existing HML Network or B-Double Network, Project Co must ensure that in carrying out the Works:
  - (i) the HML Network or B-Double Network (as applicable) is maintained at all times unless otherwise agreed by VicRoads as part of a WTMP; and
  - (ii) the HML Network or B-Double Network (as applicable) is able to meet VicRoads usual requirements for HML or B-Double routes (as applicable).

## Part H15 Access Requirements

Table H15.1 – Conditional Access

Plan No	Parcel No	Time at which access to be provided	Additional conditions of access
Land Availability Plan WDA-WGTP-LAP-10 Rev G	Road reserve south of Primula Avenue		Land within the road reserve contains an air quality monitoring station. In addition to any conditions imposed by VicRoads, the use of this land for a construction compound will be conditional upon not impacting on the air quality monitoring station or the operations of the air quality monitoring station in any way, including having an adverse impact on the air quality monitored by the station. This will need to be addressed by Project Co in the preparation of the CEMP (Construction Environment Management Plan).
Land Availability Plan – Utility Infrastructure Works WDA-WGTP-LAP-33 Rev G & WGTP-WGTP-LAP-34 Rev G	_749.EB1	6 months	Parcel 502 is occupied by the Italian Social Club. Parcel _749.EB1 is within an access driveway that is not a public road. Access for utility infrastructure works through Parcel 502.2(502.EB1 & _749.EB1) must be maintained at all times by way of Parcel _749.EB1 or alternate access being provided to the satisfaction of the owner and occupant of the land.
Land Availability Plan WDA-WGTP-LAP-9 Rev G	534	14 months	Access to parcel 534 will be provided to Project Co at 14 months for any permanent works, including removal of any existing structures to enable road works. In the event that Project Co requires earlier access for disassembling or removing the transmission tower associated with utilities relocation works, Project Co will need to negotiate with (AusNet Services) or other associated power company to obtain access the land to undertake these works.
Land Availability Plan – Utility Infrastructure Works WDA-WGTP-LAP-32 and WDA-WGTP-LAP-33 Rev G	534A.EA1 533.EA1 532.EA1 531.EA1 530.EA1 529.EA1 528.EA1 527.EA1 526.EA1 525.EA1	8 months	The State agrees to provide access to the land identified in easements 525.EA1 to 534A.EA1 (inclusive) to enable permanent infrastructure to be contained within the easements areas.  The State will provide these areas based on the requests made by Project Co and any request for additional areas will be dealt with in accordance with this Agreement.

Plan No	Parcel No	Time at which access to be provided	Additional conditions of access
Land Availability Plan – Utility Infrastructure Works WDA-WGTP-LAP-33 Rev G and WDA-WGTP-LAP-34 Rev G	498.EA1 498.EAS1 498.EAS2 498.EAS3	12 months	The access to property 498 for utility relocation works shown as 498.EA1, 498.EAS1, 498.EAS2 & 498.EAS3 will be conditional on AusNet Services agreeing that the easement buffer shown on the plans is sufficient for their requirements and will not encroach over existing buildings.  If AusNet Services does not accept the proposed easement buffer or any part of the business conducted from the land is impacted necessitating their relocation, this land will be made available at 26 months.
Land Availability Plan WDA-WGTP-LAP-11 Rev G	496 & 497	4 months	Parcels 496 and 497 contains infrastructure including a Melbourne Water monitoring building and a City West Water access pit. If the works on this Parcel will impact on this infrastructure, then access to the parcel will be conditional upon Project Co reaching agreements with Melbourne Water, City West Water and any other relevant authority in relation for the relocation of the infrastructure, including the monitoring building and the access pit, to locations to be approved by Melbourne Water and City West Water prior to commencing any works.
Land Availability Plan WDA-WGTP-LAP-11 Rev G	486, 488, 489, 490 and 1551	18 months	Parcels 486, 488, 489, 490 and 1551 constitute land owned by GPU Powernet (AusNet Services). Access to this land is conditional upon the relocation of the transmission towers situated on the land and any consequential infrastructure works associated with the Brooklyn Terminal Station (BLTS), including reconfiguration of the BLTS site, to the satisfaction of AusNet Services as evidenced by its certification that all works are completed.
Land Availability Plan WDA-WGTP-LAP-13 Rev G	395A	26 months	Parts of the Westgate Golf Club are situated on either side of the West Gate Freeway. Pedestrian and vehicular access underneath the West Gate Freeway for users of the golf club must be maintained at all times .
Land Availability Plan – Utility Infrastructure Works WDA-WGTP-LAP-35 Rev G	391.SB1 391A.EB1, 391D.EB1, 394.SB1,  394.SB2 _860.EB1, 1065.EB1, 1065.EB2	4 months	Access to these areas of the West Gate Bridge exclusion area for Utility Infrastructure Works will be subject to complying with section 5.13(c) of Part B.

Plan No	Parcel No	Time at which access to be provided	Additional conditions of access
Land Availability Plan WDA-WGTP-LAP-14 Rev G	596A.3	18 months	Access to this area of the West Gate Bridge exclusion area will be subject to complying with section 5.13(c) of Part B.
Land Availability Plan WDA-WGTP-LAP-14 Rev G WDA-WGTP-LAP-15 Rev G	2202.2 391.3 391A.2 394.5 391.2	12 months	Access to these areas of the West Gate Bridge exclusion area will be subject to complying with section 5.13(c) of Part B.
Land Availability Plan WDA-WGTP-LAP-13 Rev G WDA-WGTP-LAP-14 Rev G	394A.2 393 392.4 394A.1	4 months	Access to these areas of the West Gate Bridge exclusion area will be subject to complying with section 5.13(c) of PSR Part B.
Land Availability Plan WDA-WGTP-LAP-17 Rev G	15, 23, 24,25 and 26	4 months 26 months	Access to Parcels 15, 23, 24, 25 and 26 will be conditional on Youell Street and Maribyrnong Street remaining open until provision of truck access to the property at 107-109 Whitehall Street has been made available, including construction of Lyons Street to the satisfaction of all relevant authorities.
Land Availability Plan WDA-WGTP-LAP-18 Rev G	13	18 months	Any access to the area shown as Parcel 13 will be conditional on retaining access (including river access) to the pontoon in the river. In the event that access is not able to be maintained, the pontoon (and associated carpark shown on Parcel 14A.1) will need to be relocated to the satisfaction of all relevant authorities and port entities.
Land Availability Plan WDA-WGTP-LAP-18 Rev G	14A.1	26 months	If access through Parcel 13 to the pontoon in the river, is to be relocated, then the carpark contained within Parcel 14A.1 must also be relocated to the satisfaction of all relevant authorities and port entities.
Land Availability Plans WDA-WGTP-LAP-21 Rev G and WDA-WGTP-LAP-22 Rev G	608.2	18 months	Parcel 608.2 is a Citipower site. Access to this land is limited to the stratum over the land required for the infrastructure to be constructed. Such access is conditional upon any infrastructure relocation or site reconfiguration required by Citipower being completed by Project Co to the satisfaction of Citipower as evidenced by its certification that all works are completed.
Land Availability Plan WDA-WGTP-LAP-39	608.ED1 and 608.ED2	12 months	Access is conditional upon any infrastructure relocation or site reconfiguration required by Citipower being completed by Project Co to the

Plan No	Parcel No	Time at which access to be provided	Additional conditions of access
			satisfaction of Citipower as evidenced by its certification that all works are completed.
Land Availability Plans WDA-WGTP-LAP-31 to WDA-WGTP-LAP-40 Rev G (inclusive)	Land subject to the notation "ED"		Access to this land will only be provided for the purposes of drainage easement works.
Land Availability Plans WDA-WGTP-LAP-31 to WDA-WGTP-LAP-40 Rev G (inclusive)	Land subject to the notation "EAS"		Access to this land will only be provided for the purposes of transmission tower and overhead transmission wires work.
Land Availability Plans WDA-WGTP-LAP-31 to WDA-WGTP-LAP-40 Rev G (inclusive)	Land subject to the notation "EB"		Access to this land will only be provided for the purposes of electricity works below ground.
Land Availability Plans WDA-WGTP-LAP-31 to WDA-WGTP-LAP-40 Rev G (inclusive)	Land subject to the notation "SB"		Access to this land will only be provided for the purposes of sewerage works below ground.

Table H15.2 – Additional Land Parcels A

Plan No	Parcel Reference	Purpose	Earliest Date for Access	Conditions for access
WDA-WGTP-ALP-001	AP1	Temporary  Access for construction	4 months after Financial Close	State to provide approved CHMP by Earliest Date for Access.  Project Co is responsible for the consequences of any approval conditions arising out of any amendments to the Key Approvals after the date of this Agreement relating to making this parcel available.
WDA-WGTP-ALP-001	AP2	Temporary / Permanent  Access for construction of	4 months after Financial Close	State to provide approved CHMP by Earliest Date for Access.  Project Co is

Plan No	Parcel Reference	Purpose	Earliest Date for Access	Conditions for access
		noise walls		responsible for the consequences of any approval conditions arising out of any amendments to the Key Approvals after the date of this Agreement relating to making this parcel available.
WDA-WGTP-ALP-003	AP5	Temporary Access for construction	18 months after Financial Close	State to provide approved CHMP by Earliest Date for Access.  Project Co is responsible for the consequences of any approval conditions arising out of any amendments to the Key Approvals after the date of this Agreement relating to making this parcel available.
WDA-WGTP-ALP-004	AP6  (part of the land contained in Certificate of Title Vol 11367 Fol 005)	Temporary / Permanent  Access for construction of kerb and channel works	24 months after Financial Close	State to provide approved CHMP by Earliest Date for Access.  Project Co is responsible for the consequences of any approval conditions arising out of any amendments to the Key Approvals after the date of this Agreement relating to making this parcel available.
WDA-WGTP-ALP-005	AP7	Permanent  Construction of road works	The later of the date on which the approved CHMP is provided and the date specified in the Rail Licence	State to provide approved CHMP within 4 months after Financial Close.  Project Co is responsible for the consequences of any approval conditions arising out of any amendments to the Key Approvals after

Plan No	Parcel Reference	Purpose	Earliest Date for Access	Conditions for access
				the date of this Agreement relating to making this parcel available.
WDA-WGTP-ALP-006	AP8	Temporary  Decommissioning and removal of V/Line stabling as set out in section 20 of Part B.	2 October 2019	State to provide approved CHMP by Earliest Date for Access.  Project Co is responsible for the consequences of any approval conditions arising out of any amendments to the Key Approvals after the date of this Agreement relating to making this parcel available.

Table H15.3 – Additional Land Parcels B

Plan No	Parcel Reference	Purpose	Earliest Date for Access	Conditions for access
WDA-WGTP-ALP-002	AP3	Temporary  Construction of Freeway drainage	14 months after Financial Close	State to provide approved CHMP by Earliest Date for Access, if access is able to be provided.  Access is subject to the State using its reasonable endeavours to provide access by the Earliest Date for Access.  Project Co is responsible for the consequences of any approval conditions arising out of any amendments to the Key Approvals after the date of this Agreement relating to making this parcel available.
WDA-WGTP-ALP-002	AP4	Temporary	14 months after	State to provide approved CHMP by



Plan No	Parcel Reference	Purpose	Earliest Date for Access	Conditions for access
		Construction of Freeway drainage	Financial Close	<p>Earliest Date for Access, if access is able to be provided.</p> <p>Access is subject to the State using its reasonable endeavours to provide access by the Earliest Date for Access.</p> <p>Project Co is responsible for the consequences of any approval conditions arising out of any amendments to the Key Approvals after the date of this Agreement relating to making this parcel available.</p>

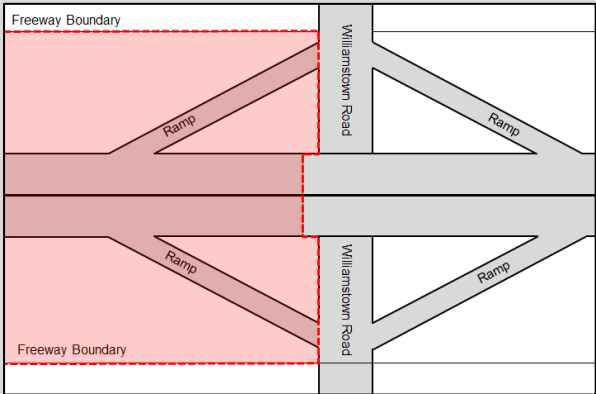
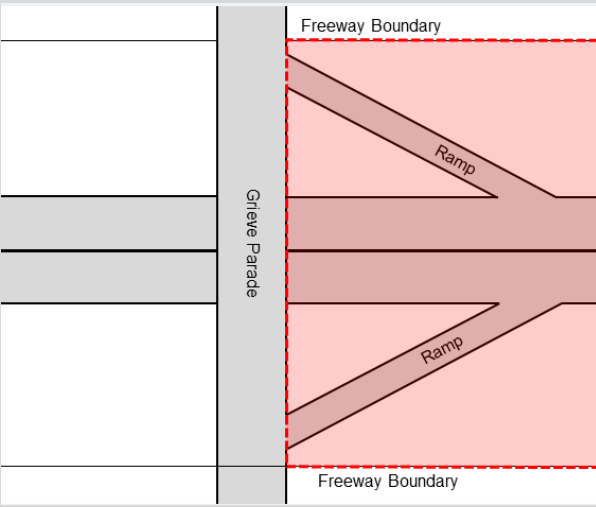
## Part H16 – Lease Principles

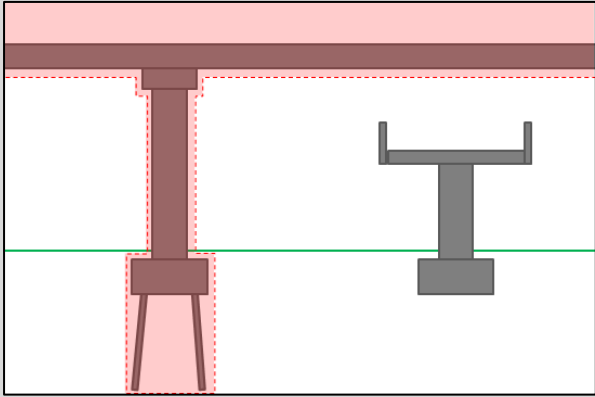
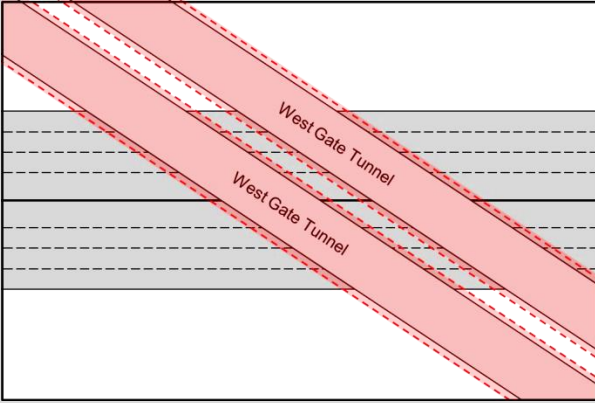
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### 1. Boundary of Lease

- (a) The boundary of the Leased Area will be that shown on the Proposed Leased Area Plans set out in section 2 of Part J, unless modified in accordance with this Part H16.
  - (i) The vertical limits of the Leased Area are to:
    - A. extend 15 metres below the existing surface; and
    - B. extend vertically above the existing surface to the extent required to cover that part of the Works installed to operate the Freeway and to enable use of the Freeway for the passage of vehicular traffic,unless otherwise varied in accordance with Diagram H16.1.
  - (ii) The Lease Plans will be developed as follows:
    - A. to include all of the West Gate Freeway reservation from the eastern drip line of the Grieve Parade bridge to the western expansion joint of the bridge over Williamstown Road (LP01 and LP02);
    - B. where the Freeway or ramps are supported on earth embankments or retaining walls, the boundary shall be three metres past the toe of the batter or three metres from the base of the retaining wall; and
    - C. where the Freeway or ramps are in cut, the boundary shall be three metres from the top of the cut.
  - (iii) Where the Lease Principles result in parcels of acquired land that are of a size that is not suitable for redevelopment or are landlocked, these parcels will be incorporated into the Leased Area.

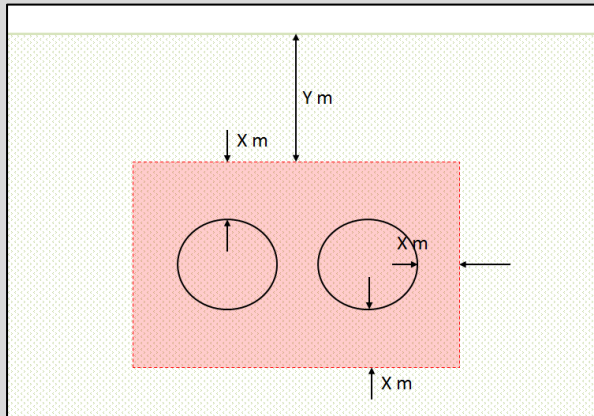
Diagram H16.1 – Lease Principles

Location	Lease Principle
West Gate Freeway	
<p>LP01 – West Gate Freeway eastern connection</p>  <p>The diagram shows a plan view of the West Gate Freeway's eastern connection. A central vertical road is labeled 'Williamstown Road'. Four ramps connect this road to the freeway. The ramps on the left side are shaded in light red, and the ramps on the right side are shaded in light grey. Dashed red lines indicate the 'Freeway Boundary' on both the top and bottom. The ramps are labeled 'Ramp'.</p>	<p><u>Area Boundary</u></p> <p>The eastern boundary of the Leased Area on the West Gate Freeway is the western expansion joint of the bridge over Williamstown Road.</p>
<p>LP02 – West Gate Freeway western connection</p>  <p>The diagram shows a plan view of the West Gate Freeway's western connection. A central vertical road is labeled 'Grieve Parade'. Two ramps connect this road to the freeway. The ramps are shaded in light red. Dashed red lines indicate the 'Freeway Boundary' on both the top and bottom. The ramps are labeled 'Ramp'.</p>	<p><u>Area Boundary</u></p> <p>The western boundary of the Leased Area is the eastern drip line of the Grieve Parade bridge over the West Gate Freeway.</p>

Location	Lease Principle
<p data-bbox="188 280 820 315">LP03 – Structures over land not leased to Project Co</p>  <p data-bbox="427 772 663 808">Longitudinal section</p>  <p data-bbox="488 1330 603 1366">Plan view</p>	<p data-bbox="925 280 1126 315"><u>Lower Boundary</u></p> <p data-bbox="925 342 1382 468">The Leased Area will provide 100 mm buffer around the pier, pile cap, piles and under the structures as shown by the dotted line.</p> <p data-bbox="925 499 1110 535"><u>Area Boundary</u></p> <p data-bbox="925 562 1398 656">The Leased Area will extend one metre past the outside of the outer bridge barriers (as shown in plan view).</p>

## Tunnels

### LP04 – Tunnels - *other than cut and cover*



Tunnel cross section

### All Boundaries

Where no Tunnel infrastructure extends more than 1m out from the tunnel lining,  $X = 5\text{m}$  from the tunnel inner lining.

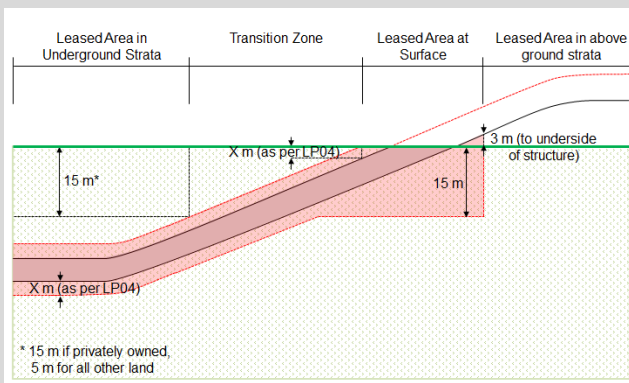
Where Tunnel infrastructure extends more than 1m out from the tunnel inner lining, the boundary is to be extended vertically and/or horizontally to cater for the protrusion with  $X = \text{protrusion from the tunnel inner lining} + 3\text{m}$ .

### Upper Boundary

Additionally

Under residential property the distance between the natural surface and the top of the Leased Area ( $Y$ ) must be greater than 15m.

### LP05 – Transition between Tunnel to surface and surface to above ground

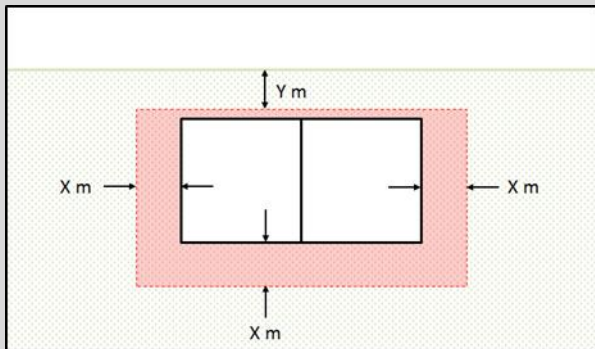


### Upper Boundary

The upper limit of the Leased Area in the transition zone will be determined in a case by case basis for each property.

## Tunnels

### LP06 – Cut and Cover Tunnels



### Upper Boundary

Higher of:

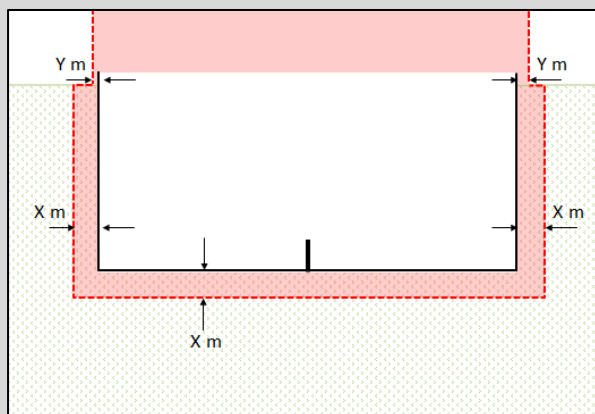
- the upper most surface of the structural component; and
- Y.

Y = 5 metres below the natural surface.

### Side and Lower Boundary

As per LP04

### LP07 – Transition from cut and cover Tunnels and surface road



### Area Boundary

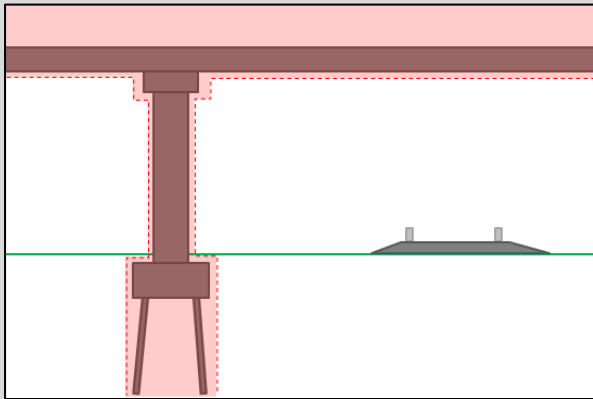
For distance Y (measured from the outside of the structural element)

- When abutting land is park land Y = 1m
- When land abutting is roadside Y = 100mm
- When land abutting is road pavement Y = 0m (ie the outside face of the structure and/or barrier)

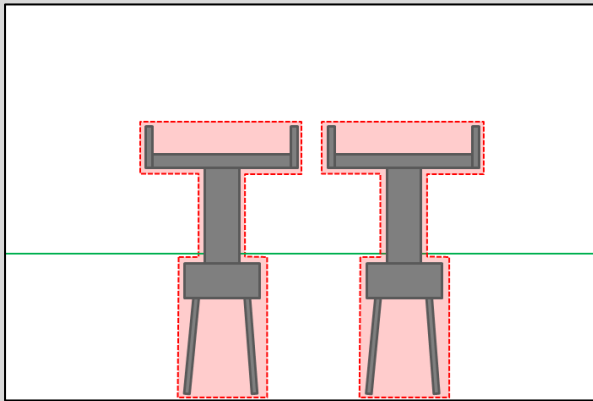
For distance X as per LP04.

Over rail

LP08 – West Gate Tunnel over rail



Longitudinal section



Cross Section

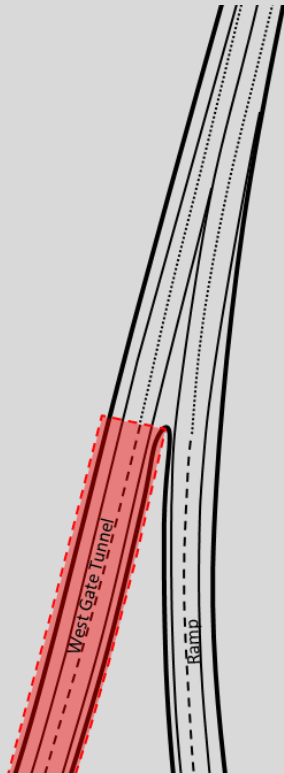
Lower Boundary

As per LP03

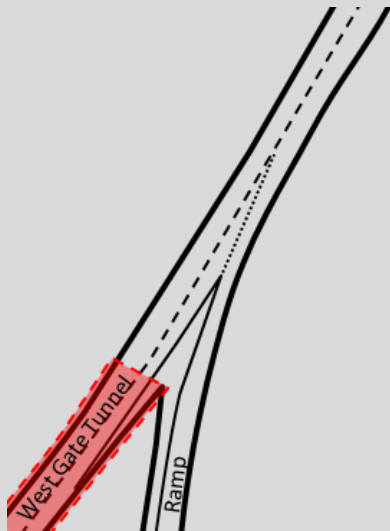
Area Boundary

As per LP03

LP09 – Entry and exit ramps



West Gate Tunnel exit Ramp - plan view



West Gate Tunnel entry Ramp – plan view

Area Boundary

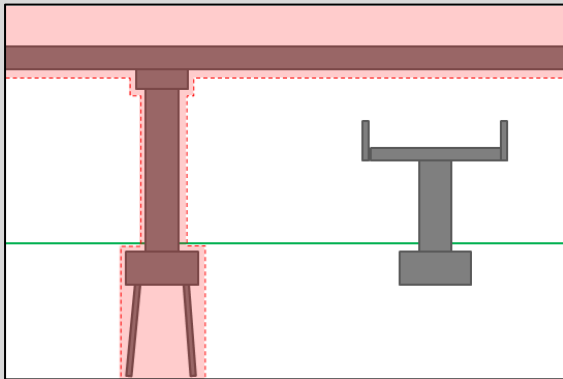
Perpendicular across the ramp from the ramp concrete nose or the barrier attenuator, whichever gives the larger area.

The barrier attenuator is within the Leased Area.

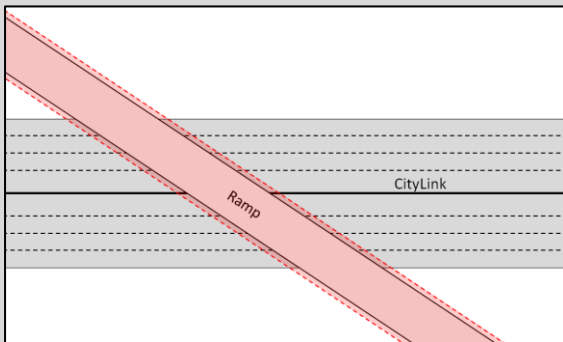


## CityLink

### LP10 – Eastern interchange over CityLink



Longitudinal section



Plan view

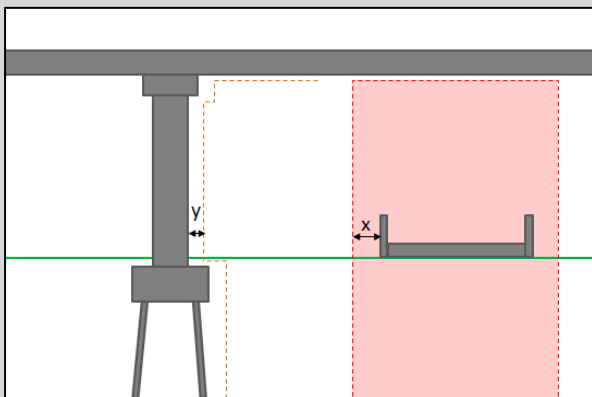
### Lower Boundary

Provide 100mm buffer around the pier, pile cap, piles and under the structure as shown by the dotted line.

### Area Boundary

1m past the outside of the outer bridge barriers (as shown in plan view).

### LP11 – Eastern interchange under CityLink



Longitudinal section

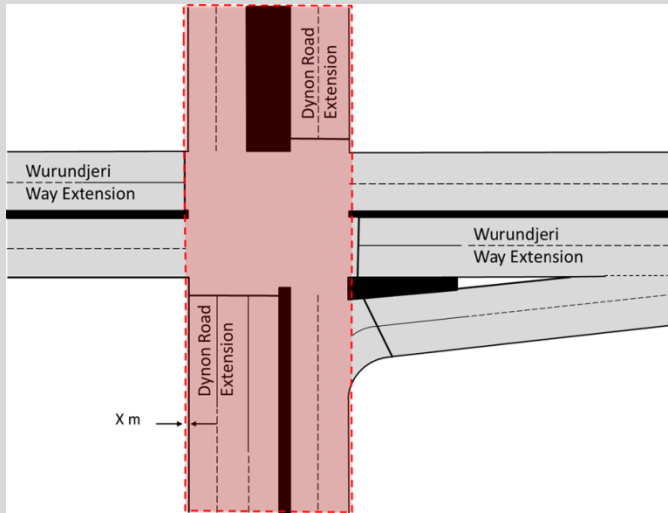
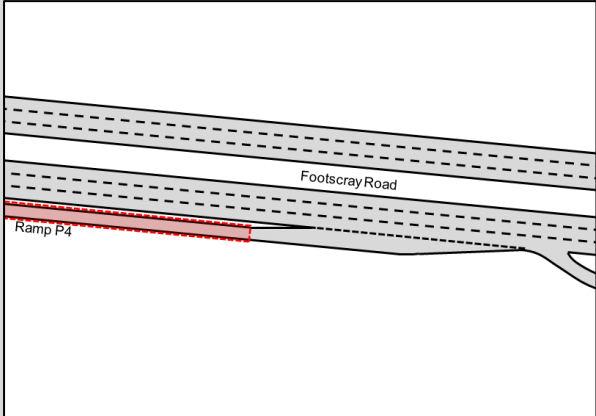
### Upper Boundary

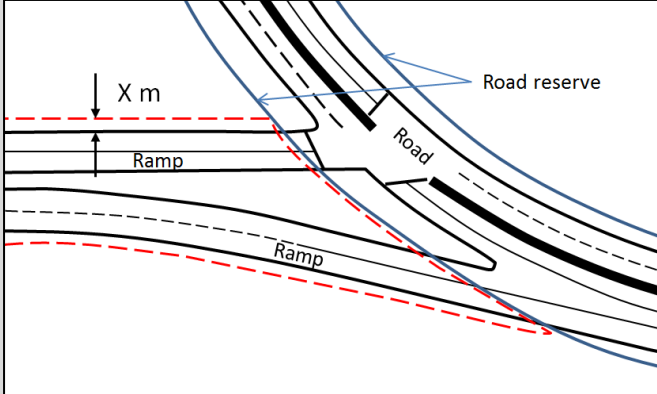
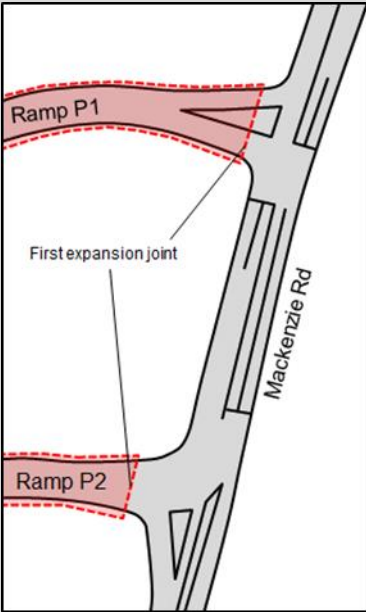
Provide 100mm buffer from the underside of the structure.

### Area boundary

1m from the back of the barrier (X).

If CityLink piers or infrastructure is within 1m from the back of the barrier, the Leased Area boundary is 100mm from that infrastructure (Y).

Intersections with Roads	
<p data-bbox="188 282 900 342">LP12 – Dynon Road Link Intersection with Wurundjeri Way Extension</p> 	<p data-bbox="922 282 1110 315"><u>Area Boundary</u></p> <p data-bbox="922 342 1377 439">The Leased Area will extend past the outside of the outer bridge barriers as shown.</p> <p data-bbox="922 470 1433 651">Project Co is not required to maintain traffic signals at this intersection and must allow the Responsible Road Authority access rights in accordance with clause 25.5(d)(ii) of this Agreement to maintain the traffic signals as State Assets.</p> <p data-bbox="922 683 1134 712">X = the lesser of:</p> <ul data-bbox="922 745 1410 887" style="list-style-type: none"> <li>• the back of barrier to the boundary of the Project Area; and</li> <li>• 1.0m.</li> </ul>
Location	Lease Principle
<p data-bbox="188 1014 868 1048">LP13 – Footscray Road westbound on-Ramp (Ramp P4)</p> 	<p data-bbox="922 1014 1110 1048"><u>Area Boundary</u></p> <p data-bbox="922 1077 1401 1137">Perpendicular across the ramp from the ramp concrete nose.</p> <p data-bbox="922 1169 1390 1229">Lateral boundary is the back of kerb or face of the retaining wall.</p>

Location	Lease Principle
<p>LP14 – Other intersections of West Gate Tunnel Ramps at signalised intersections with other Roads (including Hyde Street and other Footscray Road ramps)</p> 	<p><u>Area Boundary</u></p> <p>X = Minimum 3 m from the back of kerb or as shown on the Lease Plans. Road reserve forms boundary between West Gate Tunnel Ramp and adjacent road.</p> <p>At the intersection of the ramps with the other road the boundary across the ramp will be as per the green line identified in Figure 2 of the Road Management Act 2004 – Code of Practice – Operational Responsibility for Public Roads.</p> <p>Project Co is not required to maintain traffic signals at these intersections and must allow the Responsible Road Authority access rights in accordance with clause 25.5(d)(ii) of this Agreement to maintain the traffic signals as State Assets.</p> <p>For the avoidance of doubt, traffic signals referred to above does not include ramp signals.</p>
<p>LP15 - West Gate Tunnel Ramps at MacKenzie Road</p> 	<p><u>Area Boundary</u></p> <p>Perpendicular across the ramp from the first expansion joint on the ramp.</p> <p>Other boundaries as per LP03</p>
<p>Other</p>	

LP16

Any minor areas of land identified by the State which would otherwise result in that area being inaccessible or land locked is to be included in the Leased Area.

LP17

Any other area of land agreed with the State, which would otherwise be included in the definition of Maintained Off-Freeway Facilities is to be included in the Leased Area.

LP18 - Shared Use Paths - Any sections of SUP constructed as part of the Project that are within the Proposed Leased Area Plans and that are not otherwise covered by the preceding Lease Principles

Width:

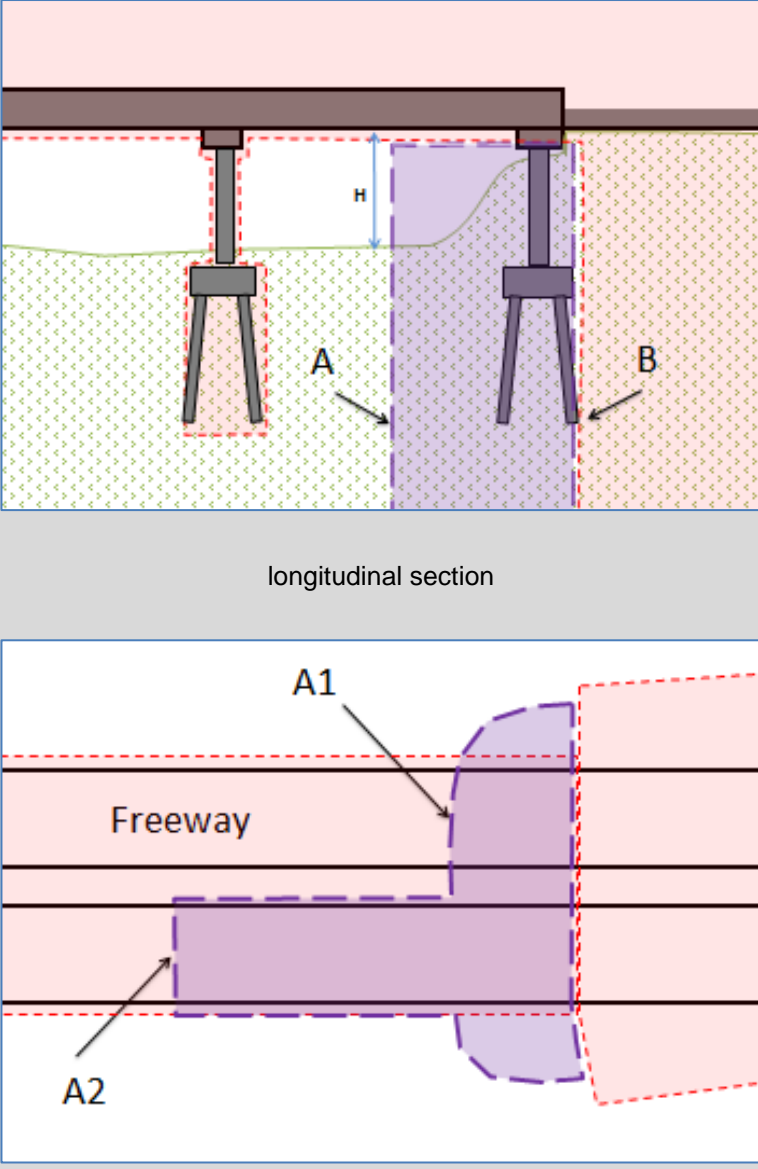
- Where SUP is at grade, the path and 0.5m either side of the paved area
- Where SUP is on structure, boundaries as per LP03
- Transition from surface to structure to occur when the distance to the underside of structure is 1.5m.

**Table notes:**

West Gate Tunnel Leased Area

## Part H17 - Maintenance Principles

Table H17.1

Location	Guideline
MP01 – Freeway related signage	<p>The following are Maintained Off-Freeway Facilities:</p> <p>All signs and associated support structures, and direction signs attached to the same support structures, that incorporate electronic equipment operated by Project Co.</p>
<p>MP02 – Freeway abutments</p>  <p>longitudinal section</p> <p>plan</p>	<p>The areas within the following boundaries are Maintained Off-Freeway Facilities:</p> <p><u>Upper Boundary</u> Strata Leased Area boundary.</p> <p><u>Boundary A</u> When Road underneath, boundary is the outer edge of the footpath or shared use path. Otherwise it is the greater of:</p> <ul style="list-style-type: none"> <li>• 3m past the toe of batter as per A1; or</li> <li>• the point at which H becomes greater than 2m as per A2.</li> </ul> <p><u>Boundary B</u> Leased Area boundary.</p>

Location	Guideline
MP03 – Freeway supported by retaining wall.	3m past base of retaining wall.
MP04 – Entry and exit Ramps connecting the Freeway to Roads that are not within the Leased Area and not within the area enclosed by the relevant green line identified in the Road Management Act 2004 – Code of Practice – Operational Responsibility for Public Roads – Figure 2.	<p>The areas within the following boundaries are Maintained Off-Freeway Facilities:</p> <ul style="list-style-type: none"> <li>• The boundary (across the Ramp) nearest to the intersection, being as per the green line in Figure 2;</li> <li>• The boundary (across the Ramp) furthest from the intersection being the boundary of the Leased Area; and</li> <li>• The boundary either side of the Ramp being in accordance with the principles depicted in Figure 2.</li> </ul>
<p>MP05 – Shared use paths</p> <p>All sections of shared use path (SUP) constructed as part of the Project, including structures, at the locations shown on the plans attached in Attachment D.</p>	<p>Unless otherwise shown in the plans the Maintenance Area will be:</p> <ul style="list-style-type: none"> <li>• Where the SUP is at grade, the path and 0.5m either side of the paved area.</li> <li>• Where the SUP is on structure, the boundaries shown in LP03 of the Lease Principles.</li> <li>• Transition from surface to structure to occur when the distance to the underside of structure is 1.5m.</li> </ul>
MP06 - Landscaping All new areas of landscaping constructed as part of the Project at the locations shown on the plans attached in Attachment D.	Precise boundaries to be determined post completion of the landscaping.
<p>MP07 – Incident Response Staging Areas</p> <p>The Works constructed for the purposes of providing permanent incident response staging areas in accordance with sections 2.10(c) to 2.10(e) of Attachment C.</p>	
<p>MP08 - Stormwater Drains</p> <p>All sections of stormwater drainage constructed as part of the Project outside of the Leased Area including pipes, pits and other structures at the locations shown on the plans Attachment D.</p>	Physical limits of new drainage infrastructure

Location	Guideline
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**Table Notes :**

The diagram consists of two overlapping rectangular areas. The top area is a light red rectangle with a red dashed border, containing the text "Project Co Leased Area". The bottom area is a light purple rectangle with a purple dashed border, containing the text "Maintained Off Freeway Facility". The two areas overlap in the center.

## Part H18 – ITS Interface Area

### 1. ITS Interface Area

- (a) The ITS Interface Area is outlined in Table H18.1.
- (b) Additional VMS gantries must be provided within and on the approach to the ITS Interface Area as specified in Table H18.2.

Table H18.1 – ITS Interface Area

Freeway Section	From	To
Princes Freeway eastbound	2,050m west along the carriageway from the Doherty's Road overpass	M80 interchange
M80 Ring Road southbound	Pipe Road	M80 interchange

Table H18.2 – VMS Gantries

Freeway Section	Location
Princes Freeway eastbound	500m in advance of ITS Interface Area
Princes Freeway eastbound	1500m in advance of the Kororoit Creek Road overpass



## Part H19 - System and Traffic Incident Response Requirements

Table H19.1 – System and Traffic Incident Response Requirements

System	Performance Requirement <sup>2</sup>	Primary Monitoring and Reporting Period <sup>1</sup>
Tunnel Information Signing System	System Availability must be $\geq 99\%$	OMCS/Monthly
Emergency telephones and communications system	System Availability must be $\geq 99\%$	OMCS/Quarterly
Tunnel public address system	System Availability must be $\geq 99\%$	OMCS/Quarterly
Road safety camera electrical system <sup>3</sup>	System Availability must be $\geq 99\%$	OMCS/Quarterly
Lane Use Management System	System Availability including Variable Speed Limit Signs $\geq 99.8\%$	OMCS/Quarterly
Variable Message Signing System	System Availability must be $\geq 97\%$	OMCS/Monthly
Traffic Data System	System Availability must be $\geq 80\%$	OMCS/Quarterly
Automatic Incident Detection System	System Availability must be $\geq 99.9\%$	OMCS/Quarterly
Automatic Incident Detection System	At least 75% of detected AID Incidents are True Positive with an accuracy of +/- 10% based on average traffic platoon speed	SAT (System Acceptance Testing) at West Gate Tunnel Completion
Automatic Incident Detection System	Mean time to detect AID Incidents within 10 sec with an accuracy of +/- 10%	SAT (System Acceptance Testing) at West Gate Tunnel Completion
Automatic Incident Detection System	Incident alert/alarm to be raised within 20 secs from detection with a +/- 10% accuracy	SAT (System Acceptance Testing) at West Gate Tunnel Completion
Closed Circuit Television System	System Availability must be $\geq 99.9\%$	OMCS/Quarterly
Communication Network	System Availability $\geq 99.99\%$	NMS / Monthly
Communication Network	System Availability of backbone routers must be $\geq 99.99\%$	NMS / Monthly
Transmission of TMCS data	Performance of the communication services between the central system to end devices, namely:	SAT (System Acceptance Testing) at West Gate Tunnel Completion

System	Performance Requirement <sup>2</sup>	Primary Monitoring and Reporting Period <sup>1</sup>
	<ul style="list-style-type: none"> <li>• Vehicle detectors</li> <li>• Field processor: <ul style="list-style-type: none"> <li>○ LUMS</li> <li>○ Freeway ramp signals</li> <li>○ VMS</li> </ul> </li> <li>• Closed Circuit Television System: <ul style="list-style-type: none"> <li>○ less than 40ms one way</li> </ul> </li> </ul>	
Help phone system	System Availability $\geq$ 96%	OMCS/Quarterly
Traffic Incident response	Respond <sup>4</sup> to Traffic Incidents within 15 minutes <sup>6</sup> after identification or receiving notification of the Traffic Incident $\geq$ 80% of the time	OMCS/Monthly
Traffic Incident response	Clear <sup>5</sup> Traffic Incidents within 30 minutes <sup>7</sup> after identification or receiving notification of the Traffic Incident $\geq$ 70% of the time	OMCS/Monthly
Over-height Vehicle System	System Availability $\geq$ 99%	OMCS/Monthly
Over-height Vehicle System	Mean time to detect within 40 milliseconds with an accuracy of +/- 10%	SAT (System Acceptance Testing) at West Gate Tunnel Completion
Over-height Vehicle System	Alerts/Alarms (excluding advisory) data transmission rate less than 40 milliseconds one way from detection with a +/- 10% accuracy	SAT (System Acceptance Testing) at West Gate Tunnel Completion
Over-height Vehicle System	Display of warning message data transmission rate less than 40 milliseconds one way with an accuracy of +/- 10%	SAT (System Acceptance Testing) at West Gate Tunnel Completion
Tunnel Portal Barrier System	System Availability $\geq$ 99%	OMCS/Monthly
Tunnel Air Monitoring System	System Availability $\geq$ 99.9%	OMCS/Monthly
Tunnel Air Monitoring System	Alerts/Alarms within 2 secs from detection with a +/- 10% accuracy	SAT (System Acceptance Testing) at West Gate Tunnel Completion
RSS Availability	System Availability <sup>8</sup> $\geq$ 97% in each calendar month	TBO / Monthly
System Availability means the value calculated in accordance with the following formula:		

System	Performance Requirement <sup>2</sup>	Primary Monitoring and Reporting Period <sup>1</sup>
System Availability =	$\frac{((HP \times ND) - HL)}{((HP \times ND) - NA)} \times 100$ <p>where:</p> <p>HP = number of hours in reporting period (with the reporting period being that period set out in the column titled "Primary Monitoring and Reporting Period");</p> <p>ND = number of individual Devices;</p> <p>HL = aggregate total number of hours for which individual Devices are unavailable or not operational in the reporting period (whether simultaneously or otherwise), aggregated for each Device rounded up to the nearest hour (e.g. if 1 Device has 20 minutes of unavailability in the reporting period, and a second Device has 1 hour and 15 minutes of unavailability in the reporting period, HL = 2).</p> <p>Devices = the last item in the system that interacts with or monitors the User of the Freeway;</p> <p>NA = aggregate total number of hours (aggregated for each Device and rounded up to the nearest hour) in the reporting period in respect of which:</p> <ul style="list-style-type: none"> <li>• Project Co can demonstrate to the State's reasonable satisfaction that a Device did not need to be operational; or</li> <li>• a relevant Device or system is unavailable due to: <ul style="list-style-type: none"> <li>○ a State Act of Prevention;</li> <li>○ a Key Risk Event;</li> <li>○ a Force Majeure Event to the extent it is not a Key Risk Event;</li> <li>○ an FMS Failure;</li> <li>○ faults or damage caused by third party service providers or other civil contractors not engaged by Project Co and/or OpCo which cannot reasonably be mitigated by Project Co;</li> <li>○ road space availability - where a fault, defect or inoperability is detected on any of the systems during peak periods (6am - 8pm weekdays) Project Co is not required to address this issue if it would require lane closures or reduced speed limits to do so. Where these instances occur, these hours will be deducted from the System Availability calculation;</li> <li>○ restrictions or controls imposed by the Emergency Services;</li> <li>○ events beyond the reasonable control of Project Co or OpCo (including where damage is caused by traffic incidents or a third party), and the effects of which cannot reasonably be minimised, mitigated or avoided by Project Co or OpCo;</li> <li>○ defects in systems maintained by the State or its Associates independently of Project Co, OpCo and their respective contractors causing Device or system outages;</li> <li>○ a defect in or unavailability of a VicRoads nominated</li> </ul> </li> </ul>	

System	Performance Requirement <sup>2</sup>	Primary Monitoring and Reporting Period <sup>1</sup>
	<p>supplier device (only when spares or replacements are not reasonably available);</p> <ul style="list-style-type: none"> <li>○ actions reasonably required to comply with a direction from the State or its Associates in accordance with this Agreement or otherwise lawfully given;</li> <li>○ outage of the relevant Device during a period of planned maintenance of the Device or an underlying system in accordance with the O&amp;M Manuals or the O&amp;M Phase Management Plan;</li> <li>○ Devices not accessible or available due to major road works;</li> <li>○ a failure by the State to comply with its obligations, or an exercise by the State of its rights, under the FMS Agreement; or</li> <li>○ Utility Interruption.</li> </ul> <p><b>Table Notes:</b></p> <p><sup>1</sup> The primary monitoring system in the column titled 'Primary Monitoring and Reporting Period' is only the primary system for this monitoring. Other systems or methods of monitoring may be required to determine the system's performance.</p> <p><sup>2</sup> These performance requirements only apply to the systems and devices located within the Leased Area and the Maintained Off-Freeway Facilities.</p> <p><sup>3</sup> "Road safety camera electrical system" means the power supply to each distribution board within Project Co's responsibility to operate and maintain under the State Project Documents, that supplies power to the road safety camera site.</p> <p><sup>4</sup> "Response", "Respond" or "Responded" means, for the purposes of this Part H19, arrival of Project Co's incident response crew at the site of the relevant Traffic Incident.</p> <p><sup>5</sup> "Clearance", "Clear" or "Cleared" means, for the purposes of this Part H19, that all Lanes (excluding any shoulders used as emergency stopping lanes) affected by the relevant Traffic Incident is clear for the safe, continuous and efficient passage of vehicles.</p> <p><sup>6</sup> The timeframes within which a Traffic Incident must be Responded to will not apply to:</p> <ul style="list-style-type: none"> <li>● any Traffic Incident where: <ul style="list-style-type: none"> <li>○ a State Act of Prevention;</li> <li>○ a closure of any part of the road network by the State or its Associates;</li> <li>○ a User or other third party (except where such third party is an Associate of Project Co);</li> <li>○ a failure by the State to comply with clause 6.5(bb) of this Agreement;</li> <li>○ a failure by the State to comply with its obligations, or an exercise by the State of its rights, under the FMS Agreement;</li> <li>○ a Key Risk Event;</li> <li>○ an FMS Failure; or</li> <li>○ a Force Majeure Event to the extent it is not a Key Risk Event,</li> </ul> prevents, disrupts or hinders the ability of Project Co or its Associates to Respond to that Traffic Incident within the required timeframe, or</li> </ul>	

System	Performance Requirement <sup>2</sup>	Primary Monitoring and Reporting Period <sup>1</sup>
	<ul style="list-style-type: none"> <li>• any Traffic Incident which: <ul style="list-style-type: none"> <li>○ results in the State or other Authority assuming control of any part of the Freeway (including to allow access for Emergency Services vehicles) or intervening in any part of the management of a Traffic Incident;</li> <li>○ despite the best endeavours of Project Co's relevant incident response crew, cannot be Responded to within the required timeframe as a result of: <ul style="list-style-type: none"> <li>▪ the level of congestion on the Freeway in the westbound express carriageway between the southern Tunnel portal and Millers Road; or</li> <li>▪ the location of that crew relative to the location of the Traffic Incident at the time of identification or receipt of notification of that Traffic Incident (as applicable) and the constraints of the layout and topology of the M80 interchange; or</li> </ul> </li> <li>○ to Respond within the required timeframe would pose a serious risk to the health or safety of any person,</li> </ul> </li> </ul> <p>to the extent that the Traffic Incident was not caused or contributed to by a failure of Project Co to comply with the State Project Documents or any other act or omission of Project Co or any of its Associates.</p> <p><sup>7</sup> The timeframes within which a Traffic Incident must be Cleared will not apply to:</p> <ul style="list-style-type: none"> <li>• any Traffic Incident where: <ul style="list-style-type: none"> <li>○ a State Act of Prevention;</li> <li>○ a closure of any part of the road network by the State or its Associates;</li> <li>○ a User or other third party (except where such third party is an Associate of Project Co);</li> <li>○ a failure by the State to comply with clause 6.5(bb) of this Agreement;</li> <li>○ a failure by the State to comply with its obligations, or an exercise by the State of its rights, under the FMS Agreement;</li> <li>○ a Key Risk Event;</li> <li>○ an FMS Failure; or</li> <li>○ a Force Majeure Event to the extent it is not a Key Risk Event,</li> </ul> prevents, disrupts or hinders the ability of Project Co or its Associates to Clear that Traffic Incident, or</li> <li>• any Traffic Incident which: <ul style="list-style-type: none"> <li>○ results in the State or other Authority assuming control of any part of the Freeway (including to allow access for Emergency Services vehicles) or intervening in any part of the management of a Traffic Incident;</li> <li>○ requires the assistance of an accident allocation tow truck, heavy salvage or specialist equipment or specialist subcontractors;</li> <li>○ involves an abandoned vehicle on a Lane which is not a traffic running lane;</li> <li>○ involves Heavy Commercial Vehicles, High Productivity Freight Vehicles or Cars towing a trailer or caravan;</li> <li>○ requires the clean-up of spills or repair of damage to the Freeway;</li> </ul> </li> </ul>	

System	Performance Requirement <sup>2</sup>	Primary Monitoring and Reporting Period <sup>1</sup>
	<ul style="list-style-type: none"> <li>○ despite the best endeavours of Project Co's relevant incident response crew, cannot be Cleared within the required timeframe as a result of:               <ul style="list-style-type: none"> <li>▪ the level of congestion on the Freeway in the westbound express carriageway between the southern Tunnel portal and Millers Road; or</li> <li>▪ the location of that crew relative to the location of the Traffic Incident at the time of identification or receipt of notification of that Traffic Incident (as applicable) and the constraints of the layout and topology of the M80 interchange; or</li> </ul> </li> <li>○ to Clear within the required timeframe would pose a serious risk to the health or safety of any person,</li> </ul> <p>to the extent that the Traffic Incident was not caused or contributed to by a failure of Project Co to comply with the State Project Documents or any other act or omission of Project Co or any of its Associates.</p> <p><sup>8</sup> For the purposes of calculating the System Availability of the RSS, the relevant Devices will be the electronic OBU readers located on the tolling gantries.</p>	

## Part H20A Urban Design Principles

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### 1. General

This Part H20A outlines the urban design principles for the West Gate Tunnel. Project Co must design and construct the Works in a manner consistent with the urban design principles outlined in section 2.

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### 2. Urban design principles

The design and construction of the Works must be consistent with the following eight urban design principles:

- (a) urban integration – the Freeway corridor must be integrated with the surrounding urban and open space fabric to provide a better integrated environment serving both the community and road users including to:
  - (i) ensure an integrated design that:
    - A. achieves an infrastructure solution that is integrated with the adjacent land-uses;
    - B. shows a clear analysis of and responsiveness to the existing urban context;
    - C. demonstrates alignment with strategic visions and plans of the Victorian Government and the community;
    - D. mitigates impacts on communities in the surrounding areas by:
      - 1) integrating with adjacent stakeholders' development plans and provide enhancement to the Freeway corridor's relationship to the surrounding urban and social context;
      - 2) providing a Freeway corridor that achieves the functional and operational requirements while meeting the access and amenity needs of the existing communities;
      - 3) ensuring that innovative approaches are developed to address significant urban interface challenges, specifically future urban renewal areas; and
      - 4) providing high quality outcomes for residents and adjacent private and public land users with respect to:
        - a) protection of views and privacy;
        - b) noise amelioration;
        - c) overshadowing; and
        - d) providing access and security through design;
    - E. incorporates native and naturalised Australian species into the design of the Freeway corridor; and

- F. incorporates plant species appropriate to local government landscape strategies in adjacent open space areas and, into the existing landscape throughout the Freeway corridor creating a uniform and consistent landscape that aligns with the urban context.
- (b) identity - provide a legible and distinctive set of urban design elements in the Freeway corridor that assists with navigation, orientation and wayfinding including by:
  - (i) identifying the entrances of the West Gate Freeway and the West Gate Tunnel as quality thresholds to the CBD, the Port of Melbourne and Melbourne's west;
  - (ii) providing a distinctive identity for the Freeway through a variety of landscape and urban design elements between the major interchanges that recognises the different urban contexts through which the Freeway passes; and
  - (iii) enhancing the identity and character of neighbourhoods and precincts through which, the Freeway passes.
- (c) connectivity and wayfinding - provide a legible and distinctive experience for local communities and road users through application of appropriate urban design and landscape treatments including by:
  - (i) integrating existing and future proposed road networks and community mobility needs to improve connectivity across the Freeway corridor for all transport modes, including cycling and walking;
  - (ii) improving Freeway legibility by reinforcing identifiable elements that assist drivers to navigate their journey;
  - (iii) rationalising wayfinding signage through a coordinated and integrated signage and information system;
  - (iv) reinforcing wayfinding through the consistent and considered use of colour;
  - (v) assisting drivers' decision making and anticipation of route changes through the use of urban form as markers and threshold treatments; and
  - (vi) supporting the shared use path connections for pedestrians, cyclists and all commuters who use public and private transport.
- (d) resilience and sustainability - support measures to assist the West Gate Tunnel to become sustainable, enduring and resilient including by:
  - (i) enhancing the surrounding environment by avoiding and where not possible, providing mitigation to minimise noise, light, odour and air pollution;
  - (ii) providing a design that is enduring and functional for generations to come, meets the required Design Life, is readily maintainable, and provides a positive built legacy;
  - (iii) promoting positive and relevant social and cultural values through the design elements and integration of the Freeway alignment; and



- (iv) implementing environmentally sustainable design to minimise water and energy usage, improve ecological resilience in the natural environment and employ ecologically sensitive construction methodologies.
- (e) amenity - provide improved amenity for local communities, places and environs through which the Freeway passes including by:
  - (i) enhancing the amenity of the surrounding areas by avoiding and where not possible, minimising and mitigating the visual and physical impacts of the West Gate Tunnel; and
  - (ii) ensuring that the design of the alignment and elements of the Freeway considers the future commercial, residential and industrial development and enhances opportunities for open space amenity and meets the requirements relating to future public transport requirements (as listed in Part H13).
- (f) vibrancy - support and integrate with future and existing key civic spaces that support prosperous and healthy experiences including by conserving and enhancing safe public spaces through well considered and integrated design.
- (g) safety - create safe environments that assist in the development of a series of connected and resilient communities including by:
  - (i) improving personal safety along the route and in the surrounding areas through improved passive surveillance and application of safety design principles;
  - (ii) providing a design that supports the engendering of civic pride through the use of materials and products that are not easily vandalised and are readily maintainable;
  - (iii) maximising visibility and visual connections in the design; specifically in relation to overpasses, underpasses and blind corners; and
  - (iv) maximising visibility and visual connections through the design including in relation to overpasses, underpasses and blind corners.
- (h) accessibility - support accessible and inclusive environments so that positive activation and contribution to prosperity, well-being and the perception of care within communities is developed including by:
  - (i) maintaining accessibility through to the surrounding areas for all members of the community, whether able bodied or mobility impaired without barriers or differentiation;
  - (ii) creating functional pathways aimed at prioritising pedestrian and cycling accessibility across and through the Freeway corridor.

## Part H20B - UDS Requirements

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### 1. General

- (a) Project Co must design and construct the Works in a manner which:
    - (i) is consistent with the design measures outlined in section 2;
    - (ii) is consistent with the precinct and local area design guidelines outlined in section 3; and
    - (iii) without limiting section 1.2 of Part F5, is consistent with the intention and detail of the Urban Design Concept.
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### 2. Design Measures

#### 2.1 General

- (a) Achieve urban design excellence that resolves all urban integration issues and provides a clear and distinctive identity and character for the Project that is authentic, culturally relevant and that makes a positive contribution to the western region and serves as an enduring feature within Melbourne's greater urban environment.
- (b) Deliver a high quality urban design outcome that contributes to the cultural value and meaning of the urban environment, including through the conceptual approach, its detailed resolution and execution. The urban design outcome will demonstrate the effective collaboration between technical and urban design disciplines, including architectural and landscape design; deliver a solution that is integrated in detail and operates effectively at regional and local scales; and ensures that architectural, landscape and urban design elements and spaces are durable, easy to operate and maintain, and will age gracefully, consistent with the Urban Design Concept and strategic intent.
- (c) Deliver refined and well-resolved structural solutions that integrate visual, architectural and urban design considerations with technical requirements including structures and services to ensure well-proportioned, uncluttered and elegant structural outcomes that are consistent with the Urban Design Concept.
- (d) Provide clear strategies for the accommodation of and integration with adjacent future community use and urban renewal, including a design of Wurundjeri Way Extension which allows for the future E-Gate to implement a land/development bridge across the rail corridor to connect to the North Melbourne station level.
- (e) Minimise the loss of existing open space, in particular public open spaces, and improve the quality of existing public open spaces affected by the project, including minor and incidental landscapes and areas.
- (f) Develop new public open spaces, including:
  - (i) approximately 3.0 hectares of green open space adjacent to the southern westbound portal, south of the West Gate Freeway and west of the Newport railway line, Altona North;
  - (ii) approximately 1.7 hectares of green open space, north of the West Gate Bridge, south of Stony Creek and east of the Williamstown railway line, Yarraville;

- (iii) approximately 2.8 hectares of green open space and wetlands area east of Whitehall Street and south of Youell Street, Yarraville;
  - (iv) public access to the Maribyrnong River frontage precinct; and
  - (v) approximately 1.4 hectares of green open space north of Footscray Road and west of Moonee Ponds Creek, West Melbourne.
- (g) Increase the overall tree canopy and improve the quality and biodiversity of tree canopy and understorey cover across the Project Area, including through:
- (i) protection of retained existing trees and understorey areas;
  - (ii) establishment of new tree and understorey plantings in a rehabilitated industrial parcel of land adjacent to the southern Tunnel portal westbound;
  - (iii) establishment of new tree, understorey and riparian plantings in a rehabilitated parcel of land between the West Gate Bridge, Stony Creek and the Newport railway line;
  - (iv) establishment of new tree, understorey and riparian plantings within a new wetland environment in a rehabilitated industrial parcel of land adjacent to the northern Tunnel portal;
  - (v) establishment of new tree planting and understorey species along the Maribyrnong River environs, excluding the Port Lease Land but including the Port Transaction Land (both as defined under the Port Land Deed); and
  - (vi) establishment of new tree and understorey plantings within a rehabilitated industrial area adjacent to and within the Moonee Ponds Creek environs and within disused rail and industrial land.
- (h) Enable safe, amenable and convenient pedestrian movement including enabling walkable, well-connected neighbourhoods and bicycle movements for both current and future populations adjacent to the Relevant Infrastructure, including through:
- (i) upgrades and improvements to existing pathways and adjacent landscapes affected by the project;
  - (ii) creation of new connections to link existing pathways and spaces, including the Federation Trail;
  - (iii) integrated illumination of new structures and associated spaces to ensure clear sightlines and good visual linkages for pedestrians within pedestrian bridges, around entry and exit points to structures, and to pathways to and from surrounding areas;
  - (iv) a new Veloway with two emergency egress points; and
  - (v) new SUP bridge structures as listed in Part H6 using perforated steel cladding that is backlit at night unless otherwise stated in Part H6.
- (i) Incorporate relevant urban design requirements contained within local government Authority master plans, strategies and policies, including those set out in the:
- (i) City of Melbourne Urban Forest Strategy;
  - (ii) City of Melbourne Moonee Ponds Creek Draft Master Plan, including:

- A. upgrade of the Moonee Ponds creek riparian environments, creating biodiversity through new indigenous understorey plantings in bio-retention swales and along the riparian edges of the creek;
  - B. improvement of the soil conditions through the use of the bio-retention swales;
  - C. inclusion of rest areas, incorporating interpretative signage and indigenous cultural heritage references; and
  - D. upgrade of the current rail and industrial land use areas, creating new open space along Footscray Road and Moonee Ponds Creek and opening up future recreation and parkland opportunities for the Moonee Ponds Creek;
- (iii) City of Melbourne Urban Ecology and Biodiversity Strategy;
- (iv) Maribyrnong City Council Stony Creek Future Directions Plan, including the upgrade of Stony Creek on both sides of the creek corridor resulting in:
- A. developing the SUP connections to Hyde St;
  - B. an increase in riparian and parkland planting within Stony Creek, including ground treatment and weed control;
  - C. a new crossing of Stony Creek to connect with Hall Street and the existing Stony Creek pedestrian trails;
  - D. an upgrade to the Stony Creek backwash area entrance, with seating and signage to improve interpretation of environmental and cultural heritage references, and
  - E. an improvement of the connections to the SUP along Fogarty Avenue and the upgrade of the existing bridge crossing and access to the existing playground at The Boulevard;
- (v) Hobsons Bay City Council Donald McLean Reserve Plan, including:
- A. landscaping of the batter planting area alongside the ramp with additional canopy trees in line with the Donald McLean Reserve Plan;
  - B. planting additional canopy trees along the reserve boundary in areas affected by construction access in line with the Donald McLean Reserve Plan;
  - C. subject to any applicable Approvals, refurbishing the modular site office building as a new clubhouse facility, in line with the Donald McLean Reserve Plan;
  - D. subject to any applicable Approvals, using fill from construction works to create a buffer mound along Melbourne Road in line with the Donald McLean Reserve Plan; and
- (vi) subject to any applicable Approvals, Footscray River Edge Masterplan, including providing connectivity to the Maribyrnong River, to enable future implementation of the:

- A. Maribyrnong River Master Plan;
  - B. City of Melbourne Open Space Strategy;
  - C. City of Melbourne Arden Macaulay Structure Plan (April 2015 update);
  - D. City of Melbourne Access Docklands Strategy;
  - E. City of Melbourne Docklands Public Realm Plan; and
  - F. Victorian Planning Authority Draft Arden Vision & Framework.
- (j) Collaborate with relevant local government Authorities and a qualified public art consultant to facilitate the inclusion of public art that is high quality, integrated, and consistent with the Urban Design Concept by those local government Authorities (in open space outside the Leased Area).
  - (k) Incorporate both active and passive methods of graffiti and vandalism management.

## **2.2 Bridges, Viaducts, Elevated Roads and Other Structures**

- (a) Deliver urban design excellence and a high quality, integrated design outcome.
- (b) Achieve innovative, effective and elegant design solutions to solve critical project challenges to meet urban design objectives, and which are of a quality that meets or exceeds the quality of the most highly awarded bridge and elevated road projects, as assessed through the Urban Design Review Panel.
- (c) Provide an elegant, well-proportioned, uncluttered design outcome for all bridge and elevated road structures, ensuring their form, language, expression and detail is consistent with and contributes to the Urban Design Concept.
- (d) Integrate low energy lighting as a key urban design element or feature, including energy efficient long-life LED.
- (e) Provide a well-defined, responsive and sensitive response to enrich local community urban character, identity, significant views, linkages and open space amenity.
- (f) Ensure that all bridge and elevated road structures fulfil a clearly articulated role in wayfinding strategy for the project, consistent with the Urban Design Concept.
- (g) Integrate technical and urban design aspects of bridges and elevated road structures including structures and services to ensure concealment of drainage and conduits, and to facilitate safety and access for maintenance.
- (h) Deliver safe and non-threatening spaces associated with pathways and well-lit pedestrian bridges and under-croft areas and elevated structures, ensuring clear sightlines and good visual linkages to entry and exit points and to and from surrounding areas, and through provision of access to direct and reflected natural light, and the use of artificial lighting and CCTV in the elevated SUPs (including the Veloway) including entry and exit points;
- (i) Provide spaces associated with bridges and elevated roads to integrate current and future land uses, open spaces and community requirements, and provide high level amenity and sustainable, viable and biodiverse environments adjacent to waterways. Deliver these spaces through (subject to any applicable Approvals):

- (i) design of under-croft areas that support positive activation through informal recreation spaces such as basketball courts, table tennis tables and the like;
  - (ii) creation of informal recreation areas to support positive uses for hard paved areas of under-crofts; and
  - (iii) integration of the historic rail tracks adjacent to Maribyrnong Street to link with the existing Maribyrnong River waterfront landscape and create an interactive environment.
- (j) Achieve an innovative integrated outcome along interfaces with adjacent future urban renewal areas, including through:
- (i) Road alignments and levels that optimise availability of space for development and linkages across urban renewal sites;
  - (ii) provision for future SUP connections to Precinct 15, Bradmill and E-Gate; and
  - (iii) provision of a landscape buffer between the southern westbound Tunnel portal and Precinct 15.
- (k) Maximise access to direct and reflected light to under-croft spaces and under structures generally for the ground and creek environments to support safety, and viable landscaped areas.
- (l) Align piers and other support structures to optimise the usability and positive urban qualities of under-croft spaces.
- (m) Minimise visual clutter generally and minimise the extent of ancillary elements to new and existing bridges including traffic signs, and motorway management systems. Where applicable, design such elements as integrated, simple components that are consistent with the Urban Design Concept.
- (n) Facilitate excellent integration of and amenable, positive pedestrian interfaces with future urban renewal areas adjacent to the Footscray Road viaduct, and the city connection structures.
- (o) Minimise structural depths of the elevated viaducts including those over the Maribyrnong River, the Footscray Road viaduct and the city connections in order to reduce visual bulk and maximise access to direct light below.
- (p) Ensure that the city connections and crossings of Moonee Ponds Creek are aligned and designed to respond to and support current and anticipated land uses, and achieve design excellence in urban and riparian integration at the local scale.
- (q) Bridges, elevated roadways, viaducts and Tunnel portal structures are to be situated such that they complement the visual character of the existing natural and urban environments.

## 2.3 Portal, Tunnel and Ventilation Structures

- (a) Where Tunnel portals are adjacent to or within existing open space, create or enhance adjacent open spaces to improve amenity and ensure no net loss of open space.

- (b) Locate Tunnel portal and ventilation structures to minimise negative impacts on residential areas and public open spaces, and design these structures to contribute to the Urban Design Concept through their form, language, expression and detail.
- (c) Design Tunnel interiors to optimise safety, enhance the driver experience and to reference the local areas through which they pass.
- (d) Ensure Tunnel portals, ventilation structures and associated retaining walls, viaducts and ramps are designed as cohesive elements consistent with the Urban Design Concept.
- (e) Provide Tunnel portal structures that are safe, maintainable and compliant to all applicable standards.
- (f) Tunnel portal ventilation structures, excluding the 'eel net' tunnel entry structures, to be clad with a non-combustible proprietary 3mm thick solid aluminium cassette cladding system using one of Vitradual © (as supplied by Fairview Australia Pty Ltd) or Mondoclad © (as supplied by HVG Facades Pty Ltd) or an equivalent product as agreed between the State and Project Co.

The aluminium cladding is required to be finished in a Polyvinylidene Fluoride (PVDF) coating system, applied by the aluminium cladding manufacturer, and in a standard manufacturer's colour, finish and with a glare factor to be approved by the State; and also taking into account the requirements of sections 2.3(a) to (e) of Part H20B.

## 2.4 Noise Walls

- (a) Provide noise walls to mitigate the impacts of traffic noise on residential areas and as cohesive, unifying elements that are integral to the Urban Design Concept.
- (b) All noise wall elements must minimise overshadowing of residential properties, community facilities, open spaces, waterways, and valuable natural habitats.
- (c) Noise walls must be transparent in locations abutting residential properties where their deployment would substantially interfere with access to unfiltered daylighting, view, aspect or adjoining uses.
- (d) Where transparent noise wall panels overshadow private property, they should be:
  - (i) clear; or
  - (ii) light, natural colours.
- (e) Noise wall design and detail should address the community side to provide a visual solution in keeping with the 'human' scale of adjacent residential or commercial land uses, and to contribute to local urban character through scale, texture, colour and detail, consistent with the Urban Design Concept.
- (f) Noise wall faces on the community side are to be designed to provide safe environments and to contribute to the perception of safety.
- (g) Vegetation is to be used to improve the appearance of noise walls when viewed from the community side and, where appropriate, on the opposing road side, where viable, including by planting of trees, shrubs and groundcovers to mitigate the apparent height of noise walls.
- (h) Minimise the potential for vandalism of noise walls through material selection, treatments, detailing, positioning, and placement of vegetation.

## 2.5 Barriers and Railings

- (a) Design all barrier and railing elements as fully integrated elements within associated structures, landscapes and landforms, and to minimise visual clutter.

## 2.6 Retaining Walls

- (a) Design retaining walls to ensure their consistency with and contribution to the Urban Design Concept. Integrate their design to deliver elegant relationships with bridge structures and refine their detail to integrate with the adjacent landscape.
- (b) Where drainage channels, conduits and fixings are required, these elements are to be concealed.

## 2.7 Urban Landscape

- (a) Employ water sensitive urban design approaches throughout the project wherever possible.
- (b) Minimise loss of existing canopy trees, and increase tree canopy overall including through:
  - (i) establishment of new tree and understorey plantings to supplement existing retained plantings wherever possible; and
  - (ii) establishment of additional tree and understorey plantings along the residential interfaces of the West Gate Freeway to screen noise walls.
- (c) Achieve integration of tree vegetation canopy cover and lower storey planting combined with water treatment or harvesting into the project in the urban landscape, including through:
  - (i) planted storm water detention basins ensuring groundwater recharge and passive irrigation, fed by storm water from adjacent bridge structures, at:
    - A. alongside Dynon Road;
    - B. within the M80 interchange;
    - C. Hyde St on ramp adjacent to the Donald McLean Reserve;
    - D. Hyde St off ramp adjacent to the new pedestrian connection to Hall Street and Stony Creek Reserve;
    - E. Stony Creek Reserve; and
    - F. in the vicinity of Precinct 15 adjacent to the West Gate Freeway; and
  - (ii) planted swales located at the base of batters and adjacent to pathways to provide passive irrigation and groundwater recharge for landscape areas.
- (d) Engage effectively with each of the City of Melbourne, Hobsons Bay City Council and Maribyrnong City Council to facilitate outcomes consistent with their respective policies and strategies. Provide a written report capturing outcomes of the relevant engagement as part of the Design Documentation.



- (e) Increase tree canopy throughout the Project Area to improve amenity, sustainability, resilience and biodiversity, to provide relief from the urban heat island effect, and to enrich visual amenity.
- (f) Use vegetation as an effective anti-graffiti mitigation measure to limit access to target surfaces.
- (g) Employ learnings gained from planting design of recent successful and failed urban landscape planting in Melbourne's west to optimise viability, including through:
  - (i) soil preparation techniques, including ripping and cultivation ensuring effective breaking up the compacted soil base; and
  - (ii) use of locally indigenous species from the relevant Ecological Vegetation Classes (EVC) that are known to be successful in road environments in Melbourne's west, with a target of 90-95% of such species being successfully implemented.
- (h) Use Supportive Environment for Physical Activity (SEPA) principles published with the objective of making it easier, safer and more enjoyable for people to be physically active as part of everyday life.
- (i) Use Crime Prevention Through Environmental Design (CPTED) principles, including through:
  - (i) landscape design positioned proximate to SUP and trail routes that have good sightlines and long distance views, and minimise any tight corners where views are restricted;
  - (ii) locating pathways to ensure separation from objects and obstacles that block views and allow 'hiding spaces'; and
  - (iii) designing open space areas to support activation through recreational elements, including bike/BMX track, playground rest areas, interpretative areas or similar as relevant and appropriate in each location.
- (j) Integrate water sensitive urban design measures into the urban landscape.
- (k) Provide passive irrigation and use of permeable surfaces adjacent to softscape areas, including through:
  - (i) design of crossfall of pathways within parkland areas to be directed to the softscape edge and used within a grassed or planted swale to both direct the flow and also slow the flow allowing for infiltration of the runoff into the subgrade; and
  - (ii) lower order pathways for access tracks and pedestrian movement in sensitive area in flatter zones being surfaced with permeable gravel to provide a permeable surface, infiltration and ground water recharge.
- (l) Ensure all landscape works (hard and soft) within public open space adhere to the commensurate local government Authority requirements, standards, guidelines and technical notes.
- (m) Ensure all landscape works adhere to, as a minimum, Section 720 (February 2016) of the VicRoads Standard Specifications.

## 2.8 Road corridor and riparian landscape

- (a) Achieve the minimum tree replacement ratio required under Part H21 and comply with the landscape documentation as set out in Part K, and contribute to bio-diversity and viability of all landscapes within the Freeway corridor, including riparian landscapes and public open space within, adjacent to and affected by the West Gate Tunnel.
- (b) Minimise loss of tree canopy and facilitate reinstatement of canopy trees.
- (c) Increase tree canopy and planting to deliver a contribution to bio-diversity in the corridor and riparian landscapes within, adjacent to and affected by the West Gate Tunnel.
- (d) Design the road corridor landscapes and associated areas to contribute to a distinctive, responsive, viable and thriving landscape identity consistent with the Urban Design Concept.
- (e) Increase tree canopy throughout the road corridor and associated areas to improve amenity, sustainability, resilience and biodiversity; to provide relief from the urban heat island effect; and to enrich visual amenity.
- (f) Ensure tree canopy and lower storey amenity planting, combined with water sensitive urban design and water treatment/ harvesting are integrated into the Project Area.
- (g) Deliver maximum batter slopes of 3:1. Provide integrated retaining walls to minimise steep batters and to ensure excellent topsoil depth. Where steep grades are unavoidable, retaining walls are to be used to create flatter planting areas that can be successfully planted and maintained.
- (h) Use barriers (wire rope, concrete, as appropriate for the landscape character ) for protection of new and existing tree planting within clear zones.
- (i) High quality site preparation techniques are to be implemented including adequate ripping, mulching and top soil inclusion, including through:
  - (i) planting areas deep ripped to 300mm and cultivated to 150mm;
  - (ii) mulching at a depth between 75mm and 100mm subject to the location (garden beds or riparian environment); and
  - (iii) topsoil depth at 150mm over cultivated sub-base.
- (j) Provide integrated land forming with benching and low retaining walls designed to be consistent with the Urban Design Concept to create improved planting conditions.
- (k) Provide opportunities for passive irrigation through water sensitive road design techniques to assist soil moisture recharge.
- (l) Ensure all landscape works adhere to VicRoads Standard Specifications, including Section 720 (February 2016) and Melbourne Water Planting and Species Guidelines as a minimum.
- (m) Adhere to and satisfy the local municipal targets for tree canopy cover, tree species diversity and biodiversity , and be consistent with the:
  - (i) Urban Forest Strategy;
  - (ii) Urban Forest Precinct Plan for North and West Melbourne;

- (iii) Moonee Ponds Creek Plan;
  - (iv) Urban Ecology and Biodiversity Strategy;
  - (v) Maribyrnong City Council Stony Creek Future Directions Plan; and
  - (vi) Hobsons Bay City Council Kororoit Creek Regional Plan 2005 – 2030, and Donald McLean Reserve Plan.
- (n) Maximise performance, long term viability and contribution to the landscape character, amenity and design concept as a whole by considering local conditions and existing habitats and bio-diversity.
  - (o) Use species that are predominantly indigenous or native, are viable in consideration of mix and micro-climate, that will thrive and require low maintenance, and that contribute to character and identity consistent with the Urban Design Concept.

## 2.9 Earth Mounding

- (a) Earth mounding:
  - (i) must not exceed 3 metres in height or be steeper than 3:1 (except for steepening around obstacles);
  - (ii) must include benching and low retaining walls where required to create improved planting conditions; and
  - (iii) must be formed as naturalistic elements which are seamlessly integrated with the surrounding landscape, or as design elements consistent with other aspects of the Works.

## 2.10 Planting and Vegetation

- (a) Landscape design must be low maintenance and designed to protect and enhance the environmental values of the Project Area.
- (b) Planting densities and the structure and composition of plant communities must be designed to maximise potential for natural regeneration, maximise habitat value and minimise competition from weeds.
- (c) Species that are, or have the potential to become, environmental weeds must not be used.
- (d) Existing vegetation and other environmentally sensitive areas, including:
  - (i) sensitive vegetation areas around the Donald McLean Reserve; and
  - (ii) sensitive vegetation areas around key waterways,
 must be fenced, maintained and protected during construction in accordance with AS 4970 2009 and applicable Project Plans.
- (e) Sensitive habitat must be permanently fenced to prevent damage from incompatible uses.
- (f) Use fencing that is consistent with the Urban Design Concept and is recessive in character (eg. black mesh).
- (g) Planting must be at the minimum densities set out in Table H20B.1.

Table H20B.1 - Planting type, density and size

Planting type	Density	Size
Wetland	Average 6 - 8 / m <sup>2</sup>	Virocell / Tubestock
Stream restoration	6 / m <sup>2</sup>	Virocell / Tubestock
Habitat corridor	6 / m <sup>2</sup>	Virocell / Tubestock
Grasses / tussocks	5 / m <sup>2</sup>	Virocell / Tubestock
Massed ground covers	2 / m <sup>2</sup>	Virocell / Tubestock
Massed small shrub planting	1.5 / m <sup>2</sup>	Virocell / Tubestock
Massed large shrub planting	0.7 / m <sup>2</sup>	Virocell / Tubestock
Indigenous tree planting - mulched beds	0.2 / m <sup>2</sup>	Virocell / Tubestock
Indigenous tree planting - mown grass areas	N/A	Virocell / Tubestock
Native tree planting	N/A	(15-20 Litre pot, 1.5m high, 30mm trunk diameter)
Intersection feature trees	N/A	(15-20 Litre pot, 1.5m high, 30mm trunk diameter)

- (h) Plant selection, design and layout are to:
- (i) adhere to the local government Authority tree canopy cover requirements, tree species diversity and biodiversity targets; and
  - (ii) be consistent with the Urban Forest Strategy and Urban Forest Precinct Plan for North and West Melbourne.

## 2.11 Pedestrian, Veloway and Cycle Infrastructure

- (a) Consult with local government Authorities and any other relevant Authorities to assist in the implementation of coordinated improvements to the shared use path and Veloway network and to support and foster new patronage where possible, including those related to the application of Part H6.
- (b) Shared use paths, Veloways and pedestrian spaces must be safe and inclusive and integrate lighting where appropriate, with effective passive surveillance and CPTED and dementia-friendly communities principles, including:
  - (i) SUPs are to incorporate lighting where appropriate including undercroft areas, and bridges and where road lighting does not provide adequate light spill;
  - (ii) the Veloway must:

- A. follow a grade no steeper than 3.5%; and
  - B. have appropriate lighting to ensure a safe travel journey and the large radius curves allow for long sight lines to ensure CPTED principles are met;
- (iii) improve wayfinding and legibility around sites affected by the West Gate Tunnel, with consideration of new infrastructure and impacts on existing pathways and linkages, using design and signage consistent with the Urban Design Concept; and
  - (iv) ensure adherence to the Melbourne Water Shared Pathway Guidelines (2009) and the VicRoads Traffic Engineering Manual Volume 1, Chapter 5 (1999) as a minimum.

Nothing in this section 2.11(b) requires the Veloway to be otherwise than for cyclists only.

## **2.12 Fences, Balustrades and Screen Elements**

- (a) All screen elements, balustrades and fences must be integrated as part of the technical and urban design solution, using high quality, enduring, robust and sustainable materials. Where ancillary fencing is required that is not a feature within the Urban Design Concept, design fencing to be recessive (eg. black mesh).

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## **3. Precinct and Local Area Design Guidelines**

### **3.1 M80 Interchange**

- (a) Protect existing view lines to the 'House in the Sky' sculpture. If alterations to the view lines or to the sculpture itself are required, a local area and precinct-scaled professionally developed art strategy for this work must be provided that has been approved by the owner of the sculpture and artist.
- (b) Ensure that all Tunnel portal frame structures are of an equal or higher built and visual quality to those documented within the Urban Design Concept for the new Maribyrnong River crossing and Footscray Road structures.
- (c) Ensure that open views to the Kororoit Creek environs from the Freeway are maintained and enhanced, as part of an integrated urban design solution.
- (d) Improve amenity of SUPs both along the Kororoit Creek Trail and the Federation Trail.
- (e) Upgrade the Kororoit Creek Trail from the existing trail north to Geelong Rd following Bluestone Bridge.
- (f) Provide lead in paths to Kororoit Creek Trail from existing footpaths, on road cycling lanes and the existing off road trail network.

### **3.2 West Gate Freeway**

- (a) Minimise impact on the W L J Crofts Reserve and D N Duanne Reserve function and quality, whilst maximising usable park spaces.
- (b) Enhance adjacent open space at Lynch Road Reserve.

- (c) Provide a landscape buffer (for example vegetation and mounding) to Donald McLean Reserve that is consistent with and supports the Donald McLean Reserve Masterplan.
- (d) Support implementation of Maribyrnong City Council's Open Space Strategy, including in relation to interface treatments to Francis Street, Stony Creek and community areas east of Williamstown Road.
- (e) Grieve Parade and Millers Road from Geelong Road to Altona Gate are to be locations for replacement and enhancement of canopy vegetation lost due to the Project, in consultation with the relevant local government Authority;
- (f) Incorporate wayfinding to nearby public transport, including a new SUP connection to Spotswood Station, including signage to assist pedestrians and cyclists to navigate along the new route.
- (g) Ensure that pedestrian bridge infrastructure is safe, attractive, well-sited to support connectivity and well integrated into the adjacent open spaces so that it is 'user-friendly' and does not negatively impact upon the functionality of the public areas.
- (h) Deliver and improve amenable, safe pedestrian and bicycle connections under all motorway overpasses.
- (i) Design noise walls to ensure sensitive siting and detail in response to adjacent residences and public realm areas, and include planting to streetscape interfaces, including along Fogarty Avenue.

### **3.3 Southern Tunnel Portal**

- (a) Where affected by the project, Anderson Reserve and Stony Creek corridor are to be sensitively improved to integrate with any redevelopment of adjacent open space and there must be no net loss of high quality open space in the immediate reserve and creek corridor areas. Any additions to open spaces are to adhere to the Maribyrnong City Council's Stony Creek Future Directions Plan, Open Space Strategy and Recreation Strategy.
- (b) Protect and preserve open space and residential amenity for areas of Anderson Reserve, Hyde Street and the Stony Creek corridor that are not required for the Works.
- (c) Provide noise and visual attenuation strategies that include walls, earth forming and planting at the Donald McLean interface to facilitate the reserve's role as a key neighbourhood park and community social space, and to accommodate future recreation developments as outlined under Hobsons Bay City Council's Donald McLean Reserve Masterplan.
- (d) Provide integrated public art in consultation with Maribyrnong City Council and Hobsons Bay City Council and demonstrate resolved solutions within the Design Documentation, and consistent with the Urban Design Concept.

### **3.4 Northern Tunnel Portal**

- (a) Where the West Gate Tunnel interfaces with the Maribyrnong River corridor, Footscray Wharf and other public open space areas, improve, integrate and redevelop adjacent open space to ensure no net-loss of high quality public open space in the immediate vicinity, and to address the principles set out in the Maribyrnong City Council's Footscray River Edge Masterplan.

- (b) Provide integrated public art in consultation with Maribyrnong City Council and Hobsons Bay City Council and develop resolved solutions within the Design Documentation, and consistent with the Urban Design Concept.

### **3.5 Maribyrnong River**

- (a) Where the West Gate Tunnel interfaces with the Maribyrnong River, the urban design must improve access to the river, and the quality of public realm spaces affected and provide a framework for future open space development.
- (b) Minimise negative impacts of new structures at ground level to maximise useable, safe under-croft space through siting and design of piers, decks and ancillary elements, and to maximise access to natural light at ground level.
- (c) The bridge and its associated structures must demonstrate urban design excellence, convey a strong 'sense of place' and be consistent with the Urban Design Concept and its contribution to identity for the inner and greater western region.
- (d) Provide integrated public art in consultation with Maribyrnong City Council and Hobsons Bay City Council and develop resolved solutions, and consistent with the Urban Design Concept.

### **3.6 Footscray Road**

- (a) Reinststate and enhance tree canopy. Innovative, practical and enduring responses must be provided which conform to the City of Melbourne's Urban Forest Strategy, including the diversity and canopy cover targets.
- (b) Incorporate water sensitive urban design, storm water collection, treatment and re-use as integrated systems within the road corridor for Footscray Road.
- (c) Deliver a safe, amenable pedestrian and cycling environment through design alignment and detail, and the use of passing areas, exits, ambulance accesses and emergency communications.

### **3.7 City and CityLink Connections (including Moonee Ponds Creek, Wurundjeri Way and E-Gate)**

- (a) Demonstrate that urban integration strategies effectively respond to and facilitate positive long term outcomes for the E-Gate and Dynon Road urban renewal precincts.
- (b) Provide for future pedestrian and cycling access and connectivity, public open space and addresses to Footscray Road and Moonee Ponds Creek.
- (c) Maximum number of two elevated road structures over the Moonee Ponds Creek.
- (d) Achieve an improved Moonee Ponds Creek corridor as described in the City of Melbourne's Moonee Ponds Creek Plan and the City of Melbourne's Open Space Strategy. The four aspects to the creek that must be resolved and improved are, liveability, urban ecology, connectivity and flood management. Provide strategies for dealing with these four aspects of the Moonee Ponds Creek design and ensuring that the West Gate Tunnel will integrate with the City of Melbourne's Moonee Ponds Creek Master Plan and the Capital City Trail.
- (e) Ensure that the alignment of the West Gate Tunnel and its supporting structures significantly minimises the creation of isolated areas of land whose value to future urban renewal is significantly decreased.

- (f) Improve the function of the Federation Trail and Capital City Trail, including through:
  - (i) ensuring that the convergence point between the two trails minimises conflict and manages the cyclist and pedestrian volume during peak use periods; and
  - (ii) eliminating the on-grade crossing at Footscray Rd and providing a safe elevated solution that improves the function of both trails.
- (g) Provide evidence that functional and generous pedestrian linkages between North Melbourne Station, West Melbourne and the E-Gate urban renewal site will be facilitated , to support pedestrian flows to/from North Melbourne, E-Gate and Docklands.
- (h) Achieve pedestrian connectivity across Dudley Street between Harbour Esplanade and Wurundjeri Way so that it functions effectively and provides levels of safety and amenity commensurate with the broader Docklands and Digital Harbour public realms.



## Part H21 - Environmental Performance Requirements

The following table sets out the Environmental Performance Requirement identifiers.

ID	EPR
EMP	Environmental management
AQP	Air quality
BP	Business
CHP	Cultural heritage
CSP	Contaminated soil and spoil management
EP	Ecology
GGP	Greenhouse gas emissions
GMP	Ground movement
GWP	Groundwater
LPP	Land use planning
LVP	Landscape and visual
NVP	Noise and vibration
SP	Social and community
SW	Surface water
TP	Transport
WMP	Waste management

Table H21.1

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
<b>Environmental Management</b>						
<b>Environmental Management Framework</b> - to provide a transparent framework with clear accountabilities for managing environmental effects and hazards associated with construction and operation phases of the Project, in order to achieve acceptable environmental outcomes	AS/NZS ISO 14001: Environmental management systems – requirements with guidance for use for construction and operation  Legislation and policy as identified in all EPRs	To control adverse effects and support beneficial environmental outcomes in the delivery of the project.	EMP1	<b>Environmental Management Strategy</b>  Prepare an Environmental Management Strategy to provide an overarching framework to address environmental requirements including relevant environmental laws, key approvals, approval conditions, the environmental performance requirements (EPRs). The Environmental Management Strategy covers the construction and operations phases of the project and is to be prepared to the satisfaction of the Minister for Planning under the Incorporated Document applicable to the project.  The Environmental Management Strategy must incorporate an Environmental Management System that complies with AS/NZS ISO 14001: Environmental management systems – requirements with guidance for use for construction and operation.  The approved Environmental Management Strategy must be made publicly available on a clearly identifiable website for at least five years after the commencement of operation of the project.	All	Project Co (State will publish the Environmental Management Strategy)
			EMP2	<b>Environmental Management Plans</b>  Prepare and implement a Construction Environmental Management Plan (CEMP), Worksite Environmental Management Plans (WEMPs), Operations Environmental Management Plan (OEMP) and other plans as required by the Environmental Performance Requirements (EPRs) in accordance with the Environmental Management Strategy.  The development of the Environmental Management Strategy, the CEMP, the WEMPs and OEMP must include consultation with relevant councils, VicRoads, Melbourne Water, EPA Victoria and other authorities as relevant. These consultation processes must be described in the Environmental Management Strategy.  The CEMP must be prepared in accordance with EPA Victoria Publication 480, Environmental Guidelines for Major Construction Sites (EPA 1996). The CEMP and OEMP must be prepared to the satisfaction of the IREA.	All	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			EMP3	<b>Environmental compliance</b> Appoint an Independent Reviewer and Environmental Auditor to review and approve the CEMP and OEMP to ensure compliance with the Environmental Management Strategy and EPRs and to undertake environmental audits of compliance with the approved Environmental Management Strategy, CEMP, WEMPs and OEMP. The IREA must produce six monthly audit reports which Western Distributor Authority must forward to the Minister for Planning during construction and other approval authorities as appropriate. Audit reports must be made publicly available.	Pre-construction, construction, operation	Project Co (State will forward audit reports to the Minister for Planning and will publish audit reports only)
			EMP4	<b>Complaints management system</b> Prior to the commencement of works, other than preparatory works as referred to in the Incorporated Document), develop and implement a process for the recording, management, and resolution of complaints from affected stakeholders consistent with Australian Standard AS/NZS 100002:2014 Guidelines for Complaint Management in Organisations.  The complaints management system must be consistent with the Communications and Community Engagement Plan required under EPR SP2.	Pre-construction, construction	Project Co
<b>Air Quality</b>						
<b>Health, amenity and environmental quality</b> – to minimise adverse air quality, noise and vibration effects on the health and	<i>Environment Protection Act 1970</i> State Environment Protection Policy (SEPP) – Ambient Air Quality SEPP – Air Quality Management (AQM)	To manage Tunnel emissions to protect the beneficial uses of the air environment	AQP1	<b>Tunnel ventilation system design</b> Design and construct a tunnel ventilation system to meet the requirements of the SEPP (AQM) and in accordance with the requirements of the EPA Victoria Works Approval, including provision for retrofitting of tunnel ventilation pollution control equipment if subsequently required.	Detailed design, construction	Project Co
			AQP2	<b>Zero portal emissions</b> Design and implement a tunnel ventilation system to achieve zero portal emissions.	Detailed design, operation	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
amenity of nearby residents, local communities and road users during both construction and operation of the Project.		To ensure in-tunnel air quality is safe for motorists and others using the Tunnel	AQP3	<p><b>In tunnel air quality</b></p> <p>Design and implement a tunnel ventilation system to introduce and remove air from the tunnels to meet in tunnel air quality requirements for carbon monoxide (CO) and best practice standards for NO<sub>2</sub> listed below.</p> <p>Achieve a longitudinal air velocity in the Tunnels not exceeding 10 metres/second.</p> <p>In tunnel air quality must meet the following standards:</p> <ul style="list-style-type: none"> <li>• Maximum peak CO value of 150ppm</li> <li>• 15-min. average CO value of 50ppm</li> <li>• 2-hour average CO value of 25ppm</li> <li>• 15-minute average NO<sub>2</sub> value of 0.5 ppm.</li> </ul> <p>Apply best practice Australian management techniques to minimise impact on health from in tunnel exposure to PM<sup>2.5</sup> and PM<sup>10</sup>.</p>	Detailed design, operation	Project Co.  In relation to applying best practice Australian management techniques to minimise impact on health from in tunnel exposure to PM <sup>2.5</sup> and PM <sup>10</sup> . Project Co as per Best O&M Practices, otherwise the State.
		To protect beneficial uses of the air environment for the surface sections of West Gate Tunnel Project	AQP4	<p><b>Ambient air quality monitoring</b></p> <p>Develop and undertake an ambient air quality monitoring program in consultation with EPA to measure the air quality impacts of West Gate Tunnel Project, including monitoring during construction, and five years post opening of the Project, or such lesser period as agreed with EPA Victoria at the following air quality monitoring station locations:</p> <ul style="list-style-type: none"> <li>• Millers Road (north of the West Gate Freeway), Brooklyn</li> <li>• Primula Avenue, Brooklyn</li> <li>• Donald McLean Reserve, Spotswood</li> <li>• Francis Street, Yarraville</li> <li>• Woods Street, Yarraville</li> <li>• Yarraville Gardens, Yarraville.</li> </ul> <p>Results of the monitoring are to be made publicly available on a website related to the project, or through EPA Victoria's Air Watch website on a monthly basis.</p>	Construction, operation	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			AQP5	<p><b>In-tunnel air quality and ventilation structure emissions compliance</b></p> <p>Monitor the in-tunnel air quality and ventilation structure emissions during operation of the ventilation system to demonstrate compliance with EPR AQP3, SEPP (Air Quality Management) and the EPA Victoria licence to the satisfaction of EPA Victoria. Report the monitoring results publicly on a quarterly basis for five years post opening of the Project or such lesser period as agreed with EPA Victoria.</p> <p>Take remedial action, to the satisfaction of EPA Victoria, if standards outlined in EPR AQP3 are not met.</p>	Operation	Project Co
			AQP6	<p><b>Air quality during construction</b></p> <p>Manage construction activities in accordance with EPA Victoria Publication 480 Guidelines for Major Construction Sites, to maintain air quality to a standard which does not prejudice the health and amenity of nearby residents, open spaces and community facilities.</p> <p>Develop and implement an Air Quality Management and Monitoring Plan (AQMMP) as part of the CEMP including in respect of dust, odour, and construction vehicle emissions to minimise impacts during construction, including setting out requirements and methods for:</p> <ul style="list-style-type: none"> <li>• Identifying sources and nature of airborne pollutants</li> <li>• Identifying the location of sensitive receptors</li> <li>• Monitoring</li> <li>• Mitigation options to minimise impacts on local air quality</li> <li>• Procedures for record keeping and reporting.</li> </ul>	Construction	Project Co
			AQP7	<p><b>Roadside air quality mitigation strategy</b></p> <p>Develop and implement a roadside air quality mitigation strategy, to the satisfaction of the EPA, for specific locations where post-construction monitoring shows a significant deterioration of air quality as a result of the Project.</p>	Operation	State

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
<b>Business</b>						
<b>Social, business, land use, public safety and infrastructure</b> – to minimise adverse effects on the social fabric of the community, including with regard to community cohesion, access to community services and facilities, business functionality, changes to land use, public safety and access to infrastructure.		To minimise impacts on business and commercial facilities	BP1	<b>Damage or impacts on third party property and infrastructure</b> Through detailed design and construction, and in consultation with relevant land owners and parties as necessary, design and construct the works to minimise, to the extent practicable, impacts to, and interference with, third party property and infrastructure and to ensure that infrastructure and property is protected during construction and operation. Any damage caused to property or infrastructure as a result of the Project must be appropriately remedied in consultation with the property or asset owner.	Detailed design, construction	Project Co
			BP2	<b>Access and amenity for business and commercial facilities</b> Access to, and amenity of, potentially affected business and commercial facilities must be protected, where practicable, by responding to the Project urban design principles and vision and implementing the principles of Crime Prevention Through Environmental Design. Any reduction in the level of access, amenity or function of any business or commercial facility must be minimised to the extent and duration necessary to carry out the relevant construction related works. Potentially affected business and commercial facilities must be provided with adequate notification of potential impacts and temporary access arrangements. Emergency access must be maintained at all times. All permanent access to business and commercial facilities affected by the works is to be restored, or relocated as agreed with the relevant property owner, including associated landscaping and restoration works, and temporary access arrangements put in place for the duration of construction must be removed when construction has ceased.	Detailed design, construction	Project Co
			BP3	<b>Screening</b> Screening must be erected at the boundary of construction sites that adjoin residential or commercial properties, consistent with the surrounding context, in consultation with the relevant local councils, affected property owners and occupiers.	Construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			BP4	<p><b>Impacts on operation of community, private recreation and council facilities and services</b></p> <p>Where the operation of community, private recreation and council facilities and services are directly impacted by the Project, mitigation and management measures must be implemented in consultation with the appropriate stakeholders including the relevant local council to minimise these impacts to the extent practicable.</p>	All	Project Co
		To minimise impacts on business through engagement during construction	BP5	<p><b>Business Involvement Plan</b></p> <p>As part of the Communications and Community Engagement Plan (see EPR SP2), develop and implement a Business Involvement Plan, in consultation with affected local Councils, affected businesses, relevant local trader association, and other affected stakeholders, in advance of works commencing (other than preparatory works as referred to in the Incorporated Document).</p> <p>Councils and affected stakeholders (including affected businesses and relevant local trader association) are to be consulted on progress of construction activities, including significant milestones, potential impacts, mitigation measures, changed traffic and parking conditions, and other matters which are of interest or concern to them. The plan must be published on the project website for the duration of construction and include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Identification of relevant stakeholders</li> <li>• Procedures to disseminate information regarding the construction schedule, construction progress, key milestones, changes in traffic and parking conditions and environmental management measures</li> <li>• Procedures to engage with stakeholders including affected businesses and relevant local trader associations, and through which affected businesses and relevant local trader associations can provide comment or feedback in relation to environmental management or delivery of the Project</li> <li>• Procedures that would be implemented to resolve any issues or disputes that may arise between parties relating to the environmental management or delivery of the Project</li> <li>• Procedures to minimise impact on access to business and commercial premises during construction and to restore permanent access (refer EPR BP2).</li> </ul>	Pre-construction, construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
		To minimise impacts on utility assets	BP6	<p><b>Utility assets</b></p> <p>Through detailed design and construction, minimise impacts on utility assets, to the extent practicable, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Stormwater and sewer assets</li> <li>• Electricity transmissions assets (overhead and underground lines)</li> <li>• Gas and fuel pipelines</li> <li>• Communications lines (e.g. fibre optic cables and VicRoads trunk fibre).</li> </ul> <p>To the extent relocations are required to facilitate the Project, protect and where required, modify utility assets to the satisfaction of asset owners.</p>	Detailed design, construction	Project Co
			BP7	<p><b>Gas utilities</b></p> <p>Unless agreed otherwise with the asset owner, ensure that:</p> <ul style="list-style-type: none"> <li>• No works are undertaken within 3.0 metres of any licensed transmission gas pipeline or underground regulating station</li> <li>• Subject to the requirement below, clearances to all gas assets are as per the Conditions of Works as detailed in SP AusNet Technical Standards TS2607.1, TS2607.2 and TS2607.3, as amended or replaced from time to time</li> </ul> <p>Risk assessments and safety studies detailing the impact on gas network infrastructure are completed in accordance with AS2885, which is the Standards Australia standard for the design, construction, testing, operations and maintenance of gas and petroleum pipelines that operate at pressure in excess of 1050 kPa, as amended or replaced from time to time.</p>	Detailed design, construction	Project Co
			BP8	<p><b>Business disruption</b></p> <p>Minimise disruption to businesses to the extent practicable from temporary occupation of land.</p>	Detailed design, construction	Project Co
			BP9	<p><b>Business acquisition process</b></p> <p>Minimise disruption to businesses to the extent practicable from the acquisition of interests in land, and work with business and land owners to endeavour to reach agreement on the terms for possession of the land.</p>	Design, construction	State



EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
<b>Cultural Heritage</b>						
<b>Cultural heritage</b> – to avoid or minimise adverse effects on Aboriginal and historical cultural heritage values	<i>Aboriginal Heritage Act 2006</i>	To minimise impacts on sites of Aboriginal cultural significance	CHP1	<b>Cultural Heritage Management Plan</b> Comply with and implement the Cultural Heritage Management Plan (CHMP) approved under the <i>Aboriginal Heritage Act 2006</i> .	Detailed design, construction	Project Co
	<i>Heritage Act 1995</i>	To minimise impacts on both known (identified) and unidentified archaeological historic sites and values and To protect structural integrity of known historic sites and values and To record historical values of buildings, streetscapes or relocate/ reuse small structures if feasible that are disturbed by the Works	CHP2	<b>Design and construction to minimise impacts on heritage</b> Undertake detailed design of the permanent and temporary works to minimise impacts where practicable, on the cultural heritage values of heritage places in consultation with Heritage Victoria and/or local councils (as applicable). Prior to commencement of works that affect heritage structures, features or places, develop and implement in consultation with the relevant heritage authority: <ul style="list-style-type: none"> <li>Physical protection measures for heritage structures, features and places as appropriate</li> <li>A methodology for any required dismantling, storage or reinstatement of heritage fabric (with reference to the ICOMOS Burra Charter 2013).</li> </ul> <i>Note: The project must meet the requirements of the Heritage Act 2017 (formerly Heritage Act 1995)</i>	Detailed design, pre-construction, construction	Project Co
			CHP3	<b>Archaeological Management Plan</b> Develop an Archaeological Management Plan detailing measures to avoid, minimise, mitigate or manage disturbance of archaeological sites and values affected by the works. Undertake investigations in accordance with the Guidelines for Investigating Historical Archaeological Artefacts and Sites, Heritage Victoria 2014 and to the satisfaction of the Executive Director, Heritage Victoria. The Management Plan must include: <ul style="list-style-type: none"> <li>Requirements for background historical research, excavation methodology, research design, reporting and artefact management and analysis</li> <li>The incorporation of strategies relating to the protection of sites of archaeological interest in relevant master plans</li> <li>Protocols for managing previously unidentified historical archaeological sites discovered during the works.</li> </ul>		

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			CHP4	<p><b>Monitoring of heritage sites and places</b></p> <p>Undertake vibration monitoring during demolition, excavation and construction within an appropriate distance (as determined by a technical assessment) of heritage sites and places in the Victorian Heritage Register (VHR) at risk of impact and monitor their condition during and post construction for settlement and structural integrity disturbance as a result of the proposed works. Report the results to the Executive Director, Heritage Victoria and take remedial action, if required, to the satisfaction of the Executive Director, Heritage Victoria.</p> <p>(Also refer to EPR GMP3 and NVP11)</p>	Construction	Project Co
			CHP5	<p><b>Archival photographic records</b></p> <p>Prior to construction, undertake archival photographic recording (interior and exterior) of all heritage buildings, streetscapes or places disturbed by the works in accordance with Heritage Victoria's specification for the archival photographic recording of heritage places.</p>	Pre-construction	Project Co
			CHP6	<p><b>Port Phillip Monument</b></p> <p>Develop and implement an approach to maintain a link between the Port Phillip Monument and the Maribyrnong River, including establishing an appropriate setting in consultation with the City of Melbourne which allows for interpretation, either on the existing or an alternative site.</p>	Detailed design, construction	Project Co
			CHP7	<p><b>Heritage interpretation strategy</b></p> <p>In consultation with the relevant local councils and Aboriginal community develop and implement a heritage interpretation strategy for the Project which seeks to explore historical and Aboriginal cultural heritage themes. The strategy must include an audit of existing heritage interpretation. The strategy may include installation of signage regarding local heritage places and is to have a particular focus on the Kororoit Creek area, Footscray/Maribyrnong River area, and the Moonee Ponds Creek area.</p>	Pre-construction, construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			CHP8	<p><b>Shipwrecks</b></p> <p>To confirm the presence of shipwrecks at the Maribyrnong River crossing, including the <i>Hilaria</i> (S331) which is thought to be located on the west bank of the river, undertake preliminary high-resolution sonar scan of river environs within the area to be affected by the works and targeted diving for sub-surface anomalies within the area affected by the works. Based on the results of investigations, as appropriate develop management measures in consultation with Heritage Victoria; these could include consideration in the detailed design and a detailed program of archaeological investigation.</p> <p>If the <i>Edina</i> (S199) is affected by works, record appropriately and relocate, if practicable, to a more secure location within the Maribyrnong riverine landscape or include as part of an interpretation strategy for display in the local area, to the satisfaction of Heritage Victoria.</p> <p>Engage a suitably qualified and experienced maritime archaeologist to undertake these tasks.</p>	Pre-construction, construction	Project Co
			CHP9	<p><b>Maribyrnong River front (Footscray)</b></p> <p>Where practicable in detailed design retain evidence of historical infrastructure and services in the vicinity of the Maribyrnong River front (Footscray), including rail tracks and the bluestone drain (Billy Button Creek). If removal is required, record in accordance with EPR CHP5. Apply the heritage interpretation strategy (EPR CHP7) as appropriate.</p>	Detailed design	Project Co
			CHP10	<p><b>Bluestone bridge</b></p> <p>Undertake any works at and/or in the immediate vicinity of the bluestone bridge over Kororoit Creek (HO259) in a manner which avoids to the extent practicable disturbing surviving evidence of early road surfacing, including to the approaches to the bridge.</p>	Construction	Project Co
			CHP11	<p><b>Rail turntables</b></p> <p>Through detailed design, avoid impacts to rail turntables to the extent practicable. Make every effort to maintain rail turntables in situ. If it is necessary to remove one of the rail turntables, develop and implement a methodology for the salvage and storage of one of the turntables to provide the opportunity for future reinstatement at an alternative site.</p>	Detailed design	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			CHP12	<b>Flinders Street</b> Undertake any works in the vicinity of the two VHR heritage places (No. 2 Goods Shed and the Flinders Street Retaining Wall) in a manner which avoids disturbance to the extent practicable.	Construction	Project Co
<b>Contaminated Soil &amp; Spoil Management</b>						
<b>Waste Management</b> – to manage excavated spoil generated by the project in accordance with the waste hierarchy and relevant best practice principles	The Environment Protection Act 1970 Environment Protection (Industrial Waste Resources) Regulations 2009 SEPP – Prevention and Management of Contamination of Land	To protect the beneficial uses of land and minimise risk to human health and ecosystems from exposure to contaminated soils	CSP1	<b>Contaminated soil requirements</b> The CEMP must include processes and measures to manage contaminated soil (including paste) that comply with relevant standards, guidelines, statutory requirements and best practice including but not limited to: <ul style="list-style-type: none"> <li>SEPP – Prevention and Management of Contaminated Land, 2002</li> <li>SEPP – Air Quality Management, 2001 (in respect of odour)</li> <li>Environment Protection (Industrial Waste Resource) Regulations 2009</li> <li>Industrial Waste Management Policy (Waste Acid Sulphate Soils) 1999</li> <li>National Environment Protection (Assessment of Site Contamination) Measures 2013</li> <li>Environment Protection (Scheduled Premises) Regulations 2017</li> <li>WorkSafe Occupational Health and Safety Regulations 2007 (Asbestos)</li> <li>Relevant Industrial Waste Resource Guidelines.</li> </ul>	Construction	Project Co
			CSP2	<b>Contaminated soil and spoil management</b> The CEMP must include a sub-management plan that sets out the requirements and methods for contaminated soil and spoil management developed to the satisfaction of EPA Victoria. The contaminated soil and spoil management plan must include undertaking a detailed assessment prior to any excavation of potentially contaminated areas to identify location, types and extent of any contaminated land and properties within or adjacent to the Project boundary, and sensitive land uses affected by construction activity outside the Project boundary, and assessing the potential impact for human health, environmental risk and odour. This assessment must include but not be limited to consideration of the following: <ul style="list-style-type: none"> <li>Potential contamination risks, including landfill gas migration at the former quarry locations and landfills in accordance with Landfill BEPM</li> </ul>	Pre-construction, construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				<p>publication 788</p> <ul style="list-style-type: none"> <li>• Potential contamination risks associated with any alteration of the 220kV power lines and any other utilities</li> <li>• Potential contamination risks associated with any works to the North Yarra Main Sewer</li> <li>• Potential contamination risks and waste classification of the sediments in the Maribyrnong River and Moonee Ponds Creek</li> <li>• Potential impacts posed by contamination sources adjacent to the northern portal area</li> <li>• Presence of soil contamination where excavations are proposed in the South Dynon rail yards</li> <li>• Potential contamination risks in locations where public open spaces are proposed.</li> </ul> <p>The CEMP via the contaminated soil and spoil management plan must also include requirements and methods for:</p> <ul style="list-style-type: none"> <li>• Characterising soil prior to disposal or reuse including PFAS chemicals</li> <li>• EPA waste classification to enable reuse, transport and temporary storage</li> <li>• Identifying, and where practicable adopting, options for the reuse of spoil in accordance with the Environment Protection Act 1970 waste management hierarchy</li> <li>• Identifying soil containing asbestos and if present, developing management strategies in accordance with the WorkSafe Regulations</li> <li>• Assessing geological formations with naturally enriched metals and applicable spoil management options and/or off-site disposal to the satisfaction of EPA Victoria, in particular, tunnel spoil and the West Gate Freeway embankment material</li> <li>• Identifying suitably licensed facilities for the disposal or treatment of contaminated soil</li> <li>• Management of wastewater</li> <li>• Management of dust, potential stormwater run-off and seepage from stockpiled materials, including the enclosure of the spoil handling facility at the former pivot site near the northern portal</li> <li>• Assessing potential for accumulation of potentially harmful gases and vapours during tunnelling from soil and groundwater contamination</li> </ul>		

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				<p>zones</p> <ul style="list-style-type: none"> <li>• Undertaking a baseline site assessment of areas proposed for construction laydown prior to use</li> <li>• Management of any air pollutants released as a result of disturbance of contaminated land, in accordance with requirements of SEPP (AQM)</li> <li>• Minimising cut and cover construction techniques in areas containing asbestos contamination</li> <li>• Protection of the beneficial uses of land associated with current and planned future use</li> </ul>		
			CSP3	<p><b>Acid sulphate soil</b></p> <p>The CEMP must include requirements and methods for the management of waste acid sulphate soil material in accordance with EPA Victoria publication IWRG 2009, EPA Victoria Publication 655.1 Acid Sulfate Soil and Rock 2009, Victorian Best Practice Guidelines for Assessing and Managing Coastal Acid Sulfate Soil.</p> <p>This will include undertaking an acid sulphate soils risk identification process in accordance with the Victorian Coastal Acid Sulphate Soil Strategy, if soil and rock within the Project boundary are suspected to be acid sulphate soil and rock.</p>	Pre-construction, construction	Project Co
		To minimise odour from the excavation and transportation of contaminated material to protect local amenity	CSP4	<p><b>Odour management</b></p> <p>The CEMP must include requirements and methods for odour management during the excavation, stockpiling and transportation of contaminated material including:</p> <ul style="list-style-type: none"> <li>• Identifying the areas of contamination that may pose an odour risk;</li> <li>• Monitoring of the excavated material for possible odour risk</li> <li>• Management measures to minimise odour.</li> </ul>	Construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
<b>Ecology</b>						
<p><b>Biodiversity</b> – to avoid or minimise adverse effects on native terrestrial, aquatic and intertidal flora and fauna, and address opportunities for offsetting potential losses consistent with the relevant policy</p>	<p><i>Planning and Environment Act 1987</i> <i>Flora and Fauna Guarantee Act 1988</i> <i>Wildlife Act 1975</i></p>	<p>To avoid where possible, and otherwise minimise adverse impacts on native vegetation and listed species and ecological communities</p>	EP1	<p><b>Minimise vegetation removal and disturbance</b></p> <p>Develop and implement measures to avoid, where practicable, and otherwise minimise to the extent practicable impacts on native vegetation and fauna habitat through detailed design and construction, including:</p> <ul style="list-style-type: none"> <li>• Minimising footprint and surface disturbance of temporary and permanent works and constrain works on or near the north and south side of the West Gate Freeway and Kororoit Creek intersection, Hyde Street Reserve, Yarraville Gardens, Stony Creek and Stony Creek Reserve, Maribyrnong River, Moonee Ponds Creek, Kororoit Creek, Dynon Road and areas of amenity planting including Footscray Road</li> <li>• Minimising works in or near wetlands and EVC habitats (such as the Kororoit Creek Riparian Woodland, Stony Creek Coastal Saltmarsh, Moonee Ponds Creek Brackish Wetlands and Plains Grassy Woodland and Swamp Scrub patches along Dynon Road)</li> <li>• Minimising footprint and disturbance of potential foraging habitat for Swift Parrot, Powerful Owl and Grey-headed Flying Fox</li> <li>• Minimising the removal of mature trees, planted and remnant native trees and remnant vegetation, particularly large amenity trees (&gt;30 cm DBH) and those within or connected to public reserves and parks</li> <li>• Arboricultural assessments to inform detailed design and maximise tree retention and long-term viability of amenity plantings in accordance with Australian Standard 4970-2009 Protection of Trees on Development Sites</li> <li>• Explore potential relocation of palm trees removed from Yarraville Gardens.</li> </ul> <p>A pre-construction site assessment must be carried out to confirm the area and number of trees and other vegetation proposed to be impacted. Area and number of trees and other vegetation actually removed is to be confirmed through a post-construction assessment.</p>	Detailed design, pre-construction, construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			EP2	<p><b>Vegetation protection measures</b></p> <p>The CEMP must include a sub-management plan that sets out the requirements and methods for:</p> <ul style="list-style-type: none"> <li>• Identification of areas of important flora and fauna habitat to be protected during construction</li> <li>• Fencing protected areas and no go zones to prevent access during construction. Fencing should be to a standard agreed with the relevant land manager</li> <li>• Pre-construction site assessment to confirm that vegetation and trees to be retained have been adequately protected from impact</li> <li>• Vegetation clearing controls and protection measures</li> <li>• Development and implementation of a Tree Protection Plan for protection of retained trees based on the recommendations of Australian Standard 4970-2009 Protection of Trees on Development Sites. The Tree Protection Plan must respond to the detailed design and construction methodology and identify all trees to be retained, their condition, significance, and measures to protect them from the impact of construction activities including identification of the tree protection zone</li> <li>• Implementation of appropriate measures to manage the risk of the spread and introduction of weeds and pathogens during construction</li> <li>• Procedures if unexpected endangered ecological communities or threatened species are identified.</li> </ul>	Pre-construction, construction	Project Co
			EP3	<p><b>Reinstatement</b></p> <p>Areas affected by temporary works must be reinstated and appropriate vegetation selected for planting to tolerate the microclimate conditions including under new road structures, such as the elevated structure over Footscray Road, in consultation with the relevant council and the land manager.</p>	Construction	Project Co



EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			EP4	<p><b>Fauna management measures</b></p> <p>The CEMP must include requirements and methods for:</p> <ul style="list-style-type: none"> <li>Managing native fauna that may be displaced due to tree removal, in compliance with the Wildlife Act 1975 and in consultation with public land managers where relevant. The strategy should be prepared by a qualified wildlife ecologist prior to vegetation clearance.</li> <li>Undertaking pre-clearing surveys and inspections to confirm the on-site location of native fauna immediately prior to tree removal</li> <li>Minimising lighting impacts in known fauna habitats</li> <li>Immediate reporting of incidental or unanticipated threatened flora and fauna finds with any clearing works in the vicinity stopped until an evaluation and appropriate response can be established.</li> </ul> <p>The surveys, inspections and management actions must be undertaken by a qualified wildlife ecologist with all necessary authorisations obtained prior to removal of relevant habitat. All management actions and any accidental fauna injuries or deaths must be reported to the IREA.</p>	Pre-construction, construction	Project Co
		To manage interactions with aquatic fauna habitat in Kororoit Creek, Stony Creek Maribyrnong River and Moonee Ponds Creek	EP5	<p><b>Works on waterways</b></p> <p>Through detailed design and construction, design, locate and construct structures to minimise, to the extent practicable, short and long-term impacts on riparian, riverbed and aquatic habitat in Kororoit Creek, Stony Creek, Maribyrnong River and Moonee Ponds Creek, in consultation with Melbourne Water and relevant authorities.</p>	Detailed design, construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
		To replace affected planted vegetation and where practicable improve ecological outcomes	EP6	<p><b>Landscaping Plan</b></p> <p>Prepare and implement the Landscaping Plan that includes replacement of affected planted vegetation to achieve a canopy of equal (or greater) size of healthy, mature examples of the species.</p> <p>The plan must ensure the reinstatement of soils is of sufficient quality and volumes to support the long-term viability of replacement plantings. Ensure ongoing supply of water to tree root zones, especially during their establishment stage. Employ water sensitive urban design principles (WSUD) where possible.</p> <p>The plan must achieve a minimum tree replacement ratio of 5:1 and replacement trees should be planted in areas determined in consultation with the relevant Councils and authorities. Tree reinstatement and offset planting should take into account the amenity, shade and heritage value of the canopy trees to be removed for local residents. Tree replacement to be undertaken to benefit such residents, rather than offset elsewhere in the Project.</p> <p>The plan must specify the locations where installations of advanced trees are indicated to minimise impact of tree removal, in consultation with relevant local council.</p> <p>The plan must identify locations for planting prior to construction works where feasible to do so.</p> <p>The plan must consider the contribution that vegetation and the planted replacement trees can make to the creation of habitat corridors and linkages.</p> <p>The plan must be reviewed by the IREA and developed in consultation with the relevant council, City West Water and Melbourne Water (where appropriate) with regard to local policies, strategies and relevant existing vegetation enhancement initiatives including, as applicable:</p> <ul style="list-style-type: none"> <li>• Greening the West Strategic Plan</li> <li>• City of Maribyrnong Street Planting Strategy</li> <li>• City of Maribyrnong Stony Creek Directions Plan</li> <li>• City of Maribyrnong Footscray River Edge Master Plan</li> <li>• City of Hobsons Bay Donald McLean Reserve Master Plan</li> <li>• City of Maribyrnong Yarraville Gardens Conservation Plan</li> <li>• City of Melbourne Draft Urban Ecology and Biodiversity Strategy</li> <li>• City of Melbourne’s Tree Retention and Removal policy, Urban Forest Strategy, and Nature in the City Strategy</li> </ul>	Detailed design, pre-construction, construction	Project Co
Part H21			West Gate Tunnel Project-	Project Scope and Requirements • The relevant City of Melbourne Urban Forest Precinct Plan.		352

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			EP7	<b>Vegetation Offsets</b> Native vegetation offsets must be provided in accordance with the Permitted Clearing of Native Vegetation – Biodiversity Assessment Guidelines (Department of Environment and Primary Industries, September 2013), except as otherwise agreed by the Secretary to the Department of Environment, Land, Water and Planning.	Construction	State
<b>Greenhouse gas emissions</b>						
<b>Health, amenity and environmental quality</b> – to minimise adverse air quality, noise and vibration effects on the health and amenity of nearby residents, local communities and road users during both construction and operation of the Project.	<i>Environment Protection Act 1970</i>	To manage greenhouse gas emissions by targeting an ‘Excellent’ rating on the ISCA rating framework for Design and As Built	GGP1	<b>Greenhouse gas emissions</b> Integrate sustainable design practices into the design process to minimise, to the extent practicable, greenhouse gas emissions arising from construction, operations and maintenance of the West Gate Tunnel Project. Include mandatory actions under the Protocol for Environmental Management (Greenhouse Gas Emissions and Energy Efficiency in Industry) for selection of best practice energy usage for the tunnel ventilation and lighting systems.	Detailed design	Project Co
			GGP2	<b>Emissions reduction</b> In detailed design, consider the selection of materials and monitor energy and carbon during construction, to target reductions for GHG emission impacts of materials and energy consumption in accordance with Mat-1 (Level 2) and Ene-1 (Level 2) credits of the Infrastructure Sustainability (IS) rating tool (v1.2). Investigate opportunities to use green power sourced from renewable energy and bio diesel where practicable.  Target Ene-1 (Level 2.7) credits of the Infrastructure Sustainability (IS) rating tool (v1.2), above the minimum Project requirement of Level 2.	Detailed design, construction	Project Co
<b>Ground Movement</b>						
<b>Land stability</b> – to avoid or minimise adverse effects on land and river bed or bank geomorphic stability from Project Activities, including Tunnel construction and		To minimise the likelihood of subsidence and lateral ground movement	GMP1	<b>Geotechnical model and assessment</b> Prepare a geotechnical model of representative geological and groundwater conditions prior to excavation and tunnelling in subject area(s) to identify geological structures and groundwater features. This model must include details of proposed excavations and tunnels, construction staging, and identify surface (including road and rail infrastructure) and sub-surface structures and infrastructure (including utilities) which could be impacted by the Project, including the specific attributes of those structures. This model must be used to assess the predicted settlement, ground movement, stress redistribution and horizontal strain profiles caused by excavation and	Pre-construction, construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
crossings of the Maribyrnong River, Kororoit Creek, Stony Creek and Moonee Ponds Creek.				tunnelling on adjacent property and infrastructure. Maintain the predictive model throughout the construction period and review against monitoring data (EPR GMP5), to regularly assess potential ground movement impacts.		
			GMP2	<b>Tunnel and portal drainage</b> Through detailed design and construction, design tunnel and portal drainage and adopt construction methods which minimise adverse changes to groundwater levels during construction and operation to prevent or manage the effects of ground subsidence.  In addition to the above, for the northern and southern portal areas design and implement engineering control measures to ensure dewatering does not result in adverse ground movement impact on property or infrastructure.	Detailed design, construction	Project Co
			GMP3	<b>Condition surveys and determination of settlement criteria for property and infrastructure</b> Before works commence, and subject to receiving landowner consent on suitable terms, undertake condition surveys of property and infrastructure identified in the geotechnical model and assessment (EPR GMP1) as being at risk of damage by an independent qualified professional. Condition surveys are to include property, land, ground or infrastructure reasonably accessible and within 50 metres of project activities or other property, land, ground or infrastructure that may be affected by project activities. Post-construction condition surveys of those properties and infrastructure must be undertaken after construction of the Project is completed.  The results of the condition surveys and the modelling undertaken under GMP1 must be used to determine appropriate settlement criteria for the relevant property and infrastructure. Condition surveys must be forwarded to the property owner within four weeks of the survey being undertaken.  Where potential for ground movement impacts could occur, consult with affected stakeholders. Any damage caused to property or infrastructure as a result of the Project must be rectified or the landowner or asset owner compensated.  Establish an independent mediation process for the assessment of claims for property and infrastructure damage to operate up to three years post opening of the Project.  Ensure all stakeholder engagement activities are undertaken in accordance with the project's Communications and Community Engagement Plan (EPR	Pre-construction, construction, operation	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				SP2).		
			GMP4	<p><b>Settlement criteria for utilities</b></p> <p>Settlement criteria for individual utility structures and infrastructure must be determined in consultation with the relevant authorities prior to commencement of any construction potentially affecting the individual utility or infrastructure.</p>	Pre-construction	Project Co
			GMP5	<p><b>Ground movement monitoring</b></p> <p>Develop and implement a pre-construction, construction and post-construction program to monitor subsidence and lateral movement during construction activities and during operation.</p> <p>Implement a baseline ground movement monitoring plan, including provision for monitoring of water table and soil moisture interactions, prior to commencement of construction, in locations where construction activities with the potential to cause ground movement will occur, to assess background fluctuations.</p>	Pre-construction, construction, operation	Project Co
			GMP6	<p><b>Mitigation of ground movement impact</b></p> <p>Implement appropriate mitigation measures should the geotechnical model (EPR GMP1), predictive groundwater model (EPR GWP4), or subsequent monitoring program identify exceedances of criteria identified in EPR GMP3 and EPR GMP4.</p>	Construction, operation	Project Co
<b>Groundwater</b>						
<p><b>Hydrology and water quality</b> – to avoid or minimise adverse effects on surface water and groundwater quality and hydrology in particular resulting from the disturbance of contaminated or acid-forming materials, and to</p>	SEPP – Groundwaters of Victoria	To protect beneficial uses of groundwater	GWP1	<p><b>Groundwater management measures</b></p> <p>Prepare and implement a CEMP and an OEMP including a sub-management plan which sets out the measures for management, monitoring, reuse and disposal of groundwater inflows during construction and operation that comply with relevant legislation and guidelines, including but not limited to:</p> <ul style="list-style-type: none"> <li>• State Environment Protection Policy Groundwaters of Victoria 1997 (Vic)</li> <li>• State Environment Protection Policy Waters of Victoria 2003 (Vic)</li> <li>• State Environment Protection Policy Prevention and Management of Contaminated Land 2002 (Vic)</li> <li>• Water Industry Regulations 2006 (Vic).</li> </ul> <p>The groundwater sub-management plan, developed in consultation with EPA Victoria, must include details of:</p>	Pre-construction, construction, operation	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
maintain functions and values of floodplain environments.				<ul style="list-style-type: none"> <li>Hydrogeological conceptual model</li> <li>Baseline conditions</li> <li>Beneficial uses</li> <li>Monitoring plan</li> <li>Management, mitigation and performance measures</li> <li>Disposal of groundwater</li> <li>Triggers for action</li> <li>Reporting.</li> </ul>		
			GWP2	<p><b>Protection of groundwater quality</b></p> <p>The CEMP must include requirements and construction methods that maintain groundwater quality, for example:</p> <ul style="list-style-type: none"> <li>Use sealing products, caulking products, lubricating products and chemical grouts applied during tunnelling construction that do not diminish the groundwater quality</li> <li>Use fluids for artificial recharge activities that do not diminish the groundwater quality</li> <li>Ensure compatibility of construction material with groundwater quality to provide long term durability for infrastructure design life</li> <li>Develop drainage infrastructure that provides for the propensity of dissolved constituents in groundwater to precipitate out of solution and create clogging and maintenance risks</li> <li>Develop a plan to assess, remove and dispose of contaminated groundwater and impacted soils associated with pile and pile cap excavation and construction.</li> </ul>	Construction	Project Co
			To minimise changes to groundwater movements during construction and operation to manage potential impacts	GWP3	<p><b>Tunnel drainage design and construction methods</b></p> <p>Design long term tunnel drainage and adopt construction methods which minimise changes to groundwater levels during construction and operation to manage, mitigate and minimise:</p> <ul style="list-style-type: none"> <li>Mobilisation of contaminated groundwater</li> <li>Dewatering and potential impacts of acid sulphate soils, including both unconsolidated sediments and lithified sedimentary rock</li> <li>Protection of waterways and potential groundwater dependent ecosystems (GDE), including terrestrial ecosystems</li> </ul>	Detailed design, pre-construction, construction

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				<ul style="list-style-type: none"> <li>• Avoid any other adverse impacts of groundwater level changes such as subsidence.</li> </ul> <p>Design contingency measures and/or controls as required to:</p> <ul style="list-style-type: none"> <li>• Ensure maintenance of the base flow associated with a reduction or loss of groundwater discharge to Stony Creek or loss of water availability for terrestrial ecosystems.</li> <li>• Limit acidification should monitoring indicate a potential adverse impact to water levels or quality.</li> </ul> <p>Design contingency measures and/or controls as required should movement of contamination be identified. Contingency measures to include consideration of:</p> <ul style="list-style-type: none"> <li>• Improvements to barrier system and ground treatments at the portal to reduce inflows and drawdowns</li> <li>• Hydraulic control of the movement of the contaminated groundwater.</li> </ul> <p>Implement engineering control measures and/or ground treatment to minimise to the extent practicable groundwater inflow during excavation, construction and operation of tunnels, cross passages and subsurface excavations.</p> <p>Implement measures to limit groundwater inflow during construction to excavations and drawdown should monitoring indicate acidification is occurring.</p> <p>Develop and implement a plan to mitigate and manage potential future displacement of contaminated groundwater in the vicinity of the NYM sewer, in accordance with State Environment Protection Policy Groundwaters of Victoria 1997 (Vic) and State Environment Protection Policy Prevention and Management of Contaminated Land 2002 (Vic), including:</p> <ul style="list-style-type: none"> <li>• Investigate the properties identified as potentially contaminated and likely to be influenced by the changed groundwater conditions</li> <li>• Assess the influence of changed conditions on potentially contaminated groundwater at these properties</li> <li>• Assess the risk posed to human health and the environment, including the potential for vapour intrusion to indoor air of buildings</li> <li>• Develop contingency measures to control any adverse risks.</li> </ul>		

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			GWP4	<p><b>Predictive groundwater model</b></p> <p>Develop and maintain a predictive groundwater model throughout the construction period to assess the potential impacts of dewatering during construction and develop potential contingency measures.</p>	Pre-construction, construction	Project Co
			GWP5	<p><b>Groundwater monitoring</b></p> <p>Develop and implement a pre-construction, construction and post-construction groundwater monitoring program to calibrate the predictive model prior to commencement of construction and verify the model predictions post-construction, manage construction activities and monitor during operation that as a minimum:</p> <ul style="list-style-type: none"> <li>• Establishes a baseline condition for groundwater (quality, level, flow and GDE health) prior to the commencement of construction</li> <li>• Can be used to identify (and manage) changes to groundwater (quality, level, flow and GDE health) during construction and operation activities.</li> <li>• Can be used to assess (and manage) the impact of construction on: <ul style="list-style-type: none"> <li>• Groundwater beneficial uses (or users of surface water, groundwater and land)</li> <li>• Areas considered a high contamination risk</li> <li>• Groundwater Dependant Ecosystems (e.g. Stony Creek, Yarraville Gardens)</li> <li>• North Yarra Main Sewer</li> <li>• Acid Sulphate Soils</li> <li>• Compressible materials</li> <li>• Portal, tunnel, and cross passage construction</li> </ul> </li> <li>• Can be used to determine the requirement for intervention, and assess the effectiveness of mitigation measures proposed or implemented to protect groundwater</li> <li>• Can be used to calibrate and verify a predictive numerical model developed as part of the Project</li> </ul> <p>Groundwater sampling undertaken consistent with EPA Victoria Publications 668 (2006) Hydrogeological Assessment (Groundwater Quality) Guidelines and 669 (2000) Groundwater Sampling Guidelines.</p>	Pre-construction, construction, operation	Project Co



EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			GWP6	<p><b>Interception of groundwater</b></p> <p>The CEMP must include requirements and methods for management of groundwater interception during construction, including:</p> <ul style="list-style-type: none"> <li>• Identification, treatment, disposal and handling of contaminated seepage water and/or slurries including vapours in accordance with relevant legislation and guidelines</li> <li>• Assessment of barrier/damming effects</li> <li>• Subsidence management</li> <li>• Dewatering and potential impacts on acid sulphate soils, including both unconsolidated sediments and lithified sedimentary rock</li> <li>• Protection of waterways and potential groundwater dependent ecosystems including Yarraville Gardens</li> <li>• Contingency actions when interventions are required.</li> </ul>	Construction	Project Co
		To minimise impact on existing groundwater users	GWP7	<p><b>Impacts on groundwater users</b></p> <p>Conduct a review and confirm the status of potential use of extraction bores within the estimated construction drawdown area. Develop and implement if required a plan to maintain water supply to identified groundwater users.</p>	Pre-construction, construction	Project Co
<b>Land Use</b>						
<b>Built environment</b> – to protect and enhance the function and character of the evolving urban environment including built form and public realm within the immediate and broader context	Planning and Environment Act 1987	To minimise impacts on existing and proposed future land use	LPP1	<p><b>Minimise design footprint</b></p> <p>Through detailed design, minimise the permanent footprint of the Project to the extent practicable to reduce adverse impacts on potentially affected land uses in consultation with the relevant local Council, particularly:</p> <ul style="list-style-type: none"> <li>• Parks</li> <li>• Reserves/ gardens</li> <li>• Waterways</li> <li>• Recreational and community facilities</li> <li>• Residential properties in proximity to the construction area</li> <li>• Commercial and industrial sites.</li> </ul>	Detailed design	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
of the Works.			LPP2	<p><b>Recreation facilities</b></p> <p>Through detailed design and construction, minimise to the extent practicable any impacts on users of recreational facilities including Westgate Public Golf Course, Crofts Reserve, Hyde Street Reserve, Donald McLean Reserve, Moonee Ponds Creek (Capital City Trail), Railway Place and Miller Street Reserve, Yarraville Gardens, and Mclvor Reserve. Access to, and amenity and function of recreation facilities is to be maintained to the extent practicable in consultation with the land manager.</p>	Detailed design, construction	Project Co
			LPP3	<p><b>Future development opportunities</b></p> <p>Do not preclude the possibility of a future road connection between Precinct 15 (Hobsons Bay City Council) and Bradmill Precinct (Maribyrnong City Council).</p> <p>Manage, to the extent practicable, the impacts on Railway Place and Miller Street Reserve Concept Plan in consultation with City of Melbourne.</p> <p>In consultation with the relevant Council and authorities, minimise to the extent practicable, the impacts on urban renewal areas, identified in relevant planning schemes, and proposed open space areas.</p> <p>Manage, to the extent practicable, the impacts on future built form of 48–54 Digital Drive, Digital Harbour in consultation with the landowner/developer.</p>	Detailed design	Project Co
			LPP4	<p><b>Pedestrian and bicycle connections</b></p> <p>Do not preclude the possibility of high amenity, accessible and convenient future pedestrian and bicycle connections between:</p> <ul style="list-style-type: none"> <li>North and West Melbourne, E-Gate and Docklands to Moonee Ponds Creek (the Moonee Ponds Creek Trail/Capital City Trail)</li> <li>Digital Harbour and West Melbourne by upgrading pedestrian crossings at the intersection of Wurundjeri Way and Dudley Street.</li> </ul>	Detailed design	Project Co
			LPP5	<p><b>Public Land</b></p> <p>Through detailed design and construction reduce the disruption to the extent practicable, to current uses of public and council land resulting from temporary occupation. Reinstate public land upon completion of temporary occupation as per LVP2.</p>	Detailed design, construction	Project Co
<b>Landscape and Visual</b>						
<b>Landscape, visual</b>	<i>Planning and</i>	To minimise	LVP1	<b>Urban design approach</b>	Detailed	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
<p><b>and recreational values</b> – to minimise adverse effects on landscape and visual amenity values and to maximise the enhancement of these values where opportunities exist</p>	<p><i>Environment Act 1987</i></p>	<p>impacts on the built environment and landscape, including public open space, and to maximise opportunities for enhancement for public amenity and safety</p>		<p>Detailed design development must respond to the West Gate Tunnel Project urban design principles and vision.</p> <p>The design response must minimise, to the extent practicable, landscape and visual impacts, and maximise opportunities for enhancement of public amenity, open space and facilities, resulting from the Project, in consultation with relevant stakeholders, particularly in relation to:</p> <ul style="list-style-type: none"> <li>• Landmark elements</li> <li>• Heritage values and assets</li> <li>• Bridges and structures</li> <li>• Existing and proposed roads, streets, cycle paths, trails and footpaths</li> <li>• Existing and proposed landmark natural and urban elements across the Project, including CityLink</li> <li>• Significant views from the public domain</li> <li>• Existing and proposed vegetation including street trees and vegetation along waterways</li> <li>• Open space including, Yarraville Gardens, Hyde Street Reserve, Donald McLean Reserve, Railway Place and Millers Street Reserve, and along Maribyrnong River and Moonee Ponds Creek and proponent-proposed new open spaces</li> <li>• Community and recreational assets including the Yarraville Community Centre, Yarraville Gardens, Westgate Golf Club, Spotswood Cricket/Football Oval, W.L.J. Crofts Reserve, shared paths along Kororoit Creek, Maribyrnong River, Stony Creek, and Moonee Ponds Creek, various bowls and tennis clubs in the vicinity of the Project</li> <li>• Residential interfaces</li> <li>• Business interfaces</li> <li>• Crime Prevention Through Environmental Design, including effects on safe movements of pedestrians and cyclists; including within undercroft and open spaces areas</li> <li>• Detailed design to minimise overshadowing by noise walls of residential properties, community facilities, open spaces, waterways and valuable natural habitats</li> <li>• Design of acoustic sheds, used during construction, to have regard to the character of the area.</li> </ul>	<p>design, construction</p>	

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			LVP2	<p><b>Reinstatement following temporary works</b></p> <p>Avoid direct impacts on the Yarraville Gardens unless agreed by the City of Maribyrnong.</p> <p>Reinstate public open spaces, vegetation cover and facilities disturbed by temporary works to the reasonable satisfaction of the land manager.</p>	Detailed design, construction	Project Co
		To minimise the impact of light emissions	LVP3	<p><b>Light spillage</b></p> <p>Detailed design of the works must minimise light spillage to protect the amenity of adjacent land uses and any known significant native fauna habitat to the extent practicable.</p> <p>The CEMP must include requirements and methods to minimise light spillage, to the extent practicable, during construction to protect the amenity of adjacent surrounding neighbourhoods, parks and community facilities including urban environments, in consultation with relevant stakeholders.</p>	Detailed design, construction	Project Co
			LVP4	<p><b>Vegetation screening</b></p> <p>As part of the Landscaping Plan (refer EPR EP6), implement vegetation screening for visually impacted residential areas, public realm areas, public open spaces and the Altona Memorial Park. The plan must be prepared in consultation with the relevant Councils and include measures to ensure vegetation screening is used where practicable if Project infrastructure would be visible from residential areas and public open spaces.</p>	Construction	Project Co
			LVP5	<p><b>Design review</b></p> <p>WDA must refer urban design plans to the OVGA for review against the relevant EPRs and the Project's urban design principles and vision.</p>	Detailed design	State, on receipt of relevant Design Documentation in accordance with the Design Review Process

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party						
Noise and Vibration												
<p><b>Health, amenity and environmental quality</b> – to minimise adverse air quality, noise and vibration effects on the health and amenity of nearby residents, local communities and road users during both construction of the works and operation of the West Gate Tunnel Project</p>		<p>To minimise traffic noise impacts of West Gate Tunnel Project and local roads</p>	<p>NVP1</p>	<p><b>Traffic noise limits</b> Design and construct the works to meet the following limits on traffic noise levels.</p> <table border="1" data-bbox="974 459 1724 1085"> <thead> <tr> <th data-bbox="974 459 1115 491">Aspect</th> <th data-bbox="1115 459 1724 491">External Traffic Noise Levels</th> </tr> </thead> <tbody> <tr> <td data-bbox="974 491 1115 1085"> <p>External traffic noise levels</p> </td> <td data-bbox="1115 491 1724 1085"> <p>a External traffic noise levels from the freeway* and Local Roads<sup>+</sup> at Category A Buildings and Category B Buildings<sup>^</sup> facing the traffic noise, being those adjacent to or with a direct line of sight to the freeway*, must be no greater than:</p> <ul style="list-style-type: none"> <li>i 63dB(A) L<sub>10(18h)</sub> measured between 6am and midnight for Category A Buildings; and</li> <li>ii 63dB(A) L<sub>10(12h)</sub> measured between 6am and 6pm for Category B Buildings.</li> </ul> <p>b External traffic noise levels from the freeway* and Local Roads<sup>+</sup> at Category A Buildings and Category B Buildings<sup>^</sup> which do not fall within paragraph (a) above and which are adjacent to an identified section of Local Road<sup>+</sup>, must be no greater than the predicted traffic noise level under a ‘no project’ scenario. The ‘no project’ scenario must also assume that the road traffic noise attributable to the West Gate Freeway (without the project) is:</p> <ul style="list-style-type: none"> <li>• 63dB(A) L<sub>10(18h)</sub> measured between 6am and midnight for the relevant Category A Buildings; and</li> <li>• 63dB(A) L<sub>10(12h)</sub> measured between 6am and 6pm for the relevant Category B Buildings.</li> </ul> </td> </tr> <tr> <td data-bbox="974 1085 1115 1361"> <p>Applies at</p> </td> <td data-bbox="1115 1085 1724 1361"> <p>The noise criteria in paragraphs (a) and (b) above are to apply to the lowest habitable level of Category A Buildings and Category B Buildings existing and occupied or capable of being occupied at the time of announcing the design on 29 May 2017.</p> <p>In some cases off-site noise attenuation may be required to meet the noise criteria at any Category A or Category B Building. This may include implementation of noise attenuation measures in consultation with the owner of the relevant building to ensure that an equivalent internal level of attenuation is provided to the building.</p> </td> </tr> </tbody> </table>	Aspect	External Traffic Noise Levels	<p>External traffic noise levels</p>	<p>a External traffic noise levels from the freeway* and Local Roads<sup>+</sup> at Category A Buildings and Category B Buildings<sup>^</sup> facing the traffic noise, being those adjacent to or with a direct line of sight to the freeway*, must be no greater than:</p> <ul style="list-style-type: none"> <li>i 63dB(A) L<sub>10(18h)</sub> measured between 6am and midnight for Category A Buildings; and</li> <li>ii 63dB(A) L<sub>10(12h)</sub> measured between 6am and 6pm for Category B Buildings.</li> </ul> <p>b External traffic noise levels from the freeway* and Local Roads<sup>+</sup> at Category A Buildings and Category B Buildings<sup>^</sup> which do not fall within paragraph (a) above and which are adjacent to an identified section of Local Road<sup>+</sup>, must be no greater than the predicted traffic noise level under a ‘no project’ scenario. The ‘no project’ scenario must also assume that the road traffic noise attributable to the West Gate Freeway (without the project) is:</p> <ul style="list-style-type: none"> <li>• 63dB(A) L<sub>10(18h)</sub> measured between 6am and midnight for the relevant Category A Buildings; and</li> <li>• 63dB(A) L<sub>10(12h)</sub> measured between 6am and 6pm for the relevant Category B Buildings.</li> </ul>	<p>Applies at</p>	<p>The noise criteria in paragraphs (a) and (b) above are to apply to the lowest habitable level of Category A Buildings and Category B Buildings existing and occupied or capable of being occupied at the time of announcing the design on 29 May 2017.</p> <p>In some cases off-site noise attenuation may be required to meet the noise criteria at any Category A or Category B Building. This may include implementation of noise attenuation measures in consultation with the owner of the relevant building to ensure that an equivalent internal level of attenuation is provided to the building.</p>	<p>Detailed design, construction</p>	<p>Project Co</p>
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				<p>* Freeway means the primary road connecting the West Gate Freeway (from the M80 interchange) with the Port of Melbourne, CityLink and the city to be constructed as a result of the Project and excludes:</p> <ul style="list-style-type: none"> <li>• The sections of the West Gate Freeway east of the Williamstown rail line, but includes the Hyde Street ramps; and</li> <li>• The sections of the Project which comprise widening of arterial roads, but includes: <ul style="list-style-type: none"> <li>• The Dynon Road eastbound exit ramp and Dynon Road westbound entry ramp to the western abutment of the existing Dynon Road bridge over the railway lines; and</li> <li>• The Wurundjeri Way Extension from Dynon Road to the point at which the elevated section of the road ties into Wurundjeri Way south of Dudley Street.</li> </ul> </li> </ul> <p>+ Local Road means</p> <ul style="list-style-type: none"> <li>• The sections of Grieve Parade, Millers Road, Williamstown Road/Melbourne Road, Hyde Street, MacKenzie Road, Simcock Avenue and Dynon Road which extend 100 metres from the interchange of the relevant road with the freeway; and</li> <li>• The sections of Footscray Road between the intersection of Footscray Road with the Footscray Road ramps and the Sims Street loop intersection with Footscray Road.</li> </ul> <p>^ Category A Buildings and Category B Buildings means</p> <ul style="list-style-type: none"> <li>• Category A Buildings - Residential dwellings, aged persons homes, hospitals, motels, caravan parks and other buildings of a residential nature</li> <li>• Category B Buildings - Schools, kindergartens, libraries and other noise-sensitive community buildings</li> </ul>		

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			NVP2	<p><b>Traffic noise reduction at open space</b></p> <p>Construct noise barriers to reduce noise levels at the following open space areas:</p> <ul style="list-style-type: none"> <li>• Crofts Reserve: extend the 8.25 metre high barrier on the south of the freeway, to the west for approximately 85 metres</li> <li>• Precinct 15 (frontage): provision of an additional 3 metre high barrier on the south of the freeway, approximately 210 metres extending to the west</li> <li>• Mclvor Reserve: extend the 8.75 metre high barrier opposite Mclvor Reserve, on the north side of the freeway, to the west for approximately 150 metres</li> <li>• Hyde Street Reserve: a 4.5 metre high noise barrier along the Hyde Street off ramp and shared use path adjacent to the Hyde Street Reserve for approximately 440 metres.</li> </ul>	Detailed design, construction	Project Co
			NVP3	<p><b>Maintenance of noise mitigation measures</b></p> <p>Traffic noise mitigation measures must be maintained to ensure that the traffic noise levels in EPR NVP1 are not exceeded for 20 years after opening of the Project for the same sensitive receptors used at the time of the design.</p>	Operation	Project Co, for maintenance of noise mitigation measures in accordance with sections 18.4 and 18.5 of Part B, otherwise State.
			NVP4	<p><b>Traffic noise reduction at Millers Road north of West Gate Freeway</b></p> <p>Subject to the timely agreement of the relevant property owners prior to opening of the Project, agreed noise mitigation measures must be implemented, during construction, at the residential properties that front Millers Road between the West Gate Freeway and Geelong Road (to the extent EPR NVP1 is not otherwise applicable to such properties). Relevant property owners are to be consulted and provided with:</p> <ul style="list-style-type: none"> <li>• An acoustic report predicting traffic noise levels from Millers Road in 2031 both with the project and without the project (with the difference in these being 'the predicted traffic noise increases')</li> <li>• Details of practicable on-property noise reduction options such as</li> </ul>	Pre-operation	State

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				<p>fencing, double glazing and mechanical ventilation (or a combination of these) to achieve to the extent practicable an equivalent reduction to the predicted traffic noise increase for the relevant property</p> <ul style="list-style-type: none"> <li>The process for documenting and implementing agreed noise mitigation measures.</li> </ul>		
			NVP5	<p><b>Construction of noise barriers</b></p> <p>Permanent noise attenuation must, where feasible, be installed in advance of adjacent works.</p>	Construction	Project Co
			NVP6	<p><b>Traffic noise monitoring</b></p> <p>Traffic noise must be measured prior to and upon opening of the Project and during operation of the freeway, in accordance with the VicRoads Traffic Noise Measurement Requirements for Acoustic Consultants – September 2011, to verify conformance with the external traffic noise performance requirements set out in EPR NVP1 above.</p> <p>Remedial action must be taken as soon as practicable in the event that the measured traffic noise levels demonstrate that the external traffic noise performance requirements set out in EPR NVP1 are not met.</p> <p>Monitoring results must be made publicly available.</p>	Pre-operation, operation	<p>Project Co for the D&amp;C Phase.</p> <p>Project Co for the O&amp;M Phase in accordance with sections 18.4 and 18.5 of Part B, and otherwise the State.</p>
		Manage surface construction noise and vibration to protect amenity	NVP7	<p><b>Construction noise, vibration management, and monitoring</b></p> <p>Prepare and implement a Construction Noise and Vibration Management Plan (CNVMP) in accordance with the limits and methodologies outlined in the Noise and Vibration EPRs.</p> <p>The CNVMP must be informed by monitoring and modelling undertaken by a suitably qualified acoustic and vibration consultant prior to the construction works and include (but not be limited to) the following:</p> <p>A. <u>Noise and vibration management levels</u></p> <ul style="list-style-type: none"> <li>The construction noise, vibration and regenerated noise targets as defined in EPRs NVP8, 9, 10, 11 and 12</li> </ul> <p>Updated noise and vibration modelling of the noise and vibration impacts</p> <p>B. <u>Noise and vibration mitigation measures</u></p> <ul style="list-style-type: none"> <li>Identification of sensitive receptors potentially impacted by the construction stage of the Project</li> </ul>	Pre-construction, construction	Project Co



EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				<ul style="list-style-type: none"> <li>• Identification of the scheduling, duration, activities and equipment with the potential to generate airborne noise or surface vibration impacts at the identified sensitive receptors</li> <li>• Implementation of construction noise and vibration targets including management measures, where practicable to achieve these targets such as: <ul style="list-style-type: none"> <li>• Scheduling</li> <li>• Measures to manage night works</li> <li>• Vehicle and traffic management related to any relevant traffic management plan prepared under EPR TP3</li> <li>• Temporary structures to attenuate noise impacts at the tunnel portals if required to achieve Noise and Vibration EPRs.</li> </ul> </li> <li>• Detail of practicable measures that will be adopted to manage noise and vibration impacts that exceed the targets or values set out in the EPRs and CNVMP including: <ul style="list-style-type: none"> <li>• Engagement and notification measures</li> <li>• Off-site measures (eg temporary relocation or respite offers)</li> </ul> </li> </ul> <p>C. <u>Vibration</u></p> <ul style="list-style-type: none"> <li>• Procedures for condition surveys to be undertaken, with the prior approval of the relevant property owner and/or occupier, for property, land, ground and infrastructure that is reasonably accessible and that may be affected by the project activities</li> <li>• Any alternative vibration guideline values identified under EPR NVP11 (refer Note 2 of NVP11).</li> </ul> <p>D. <u>Blasting</u></p> <ul style="list-style-type: none"> <li>• If blasting is proposed, the values and management measures as defined in EPRs NVP9, 16 and 17.</li> </ul> <p>E. <u>Monitoring</u></p> <ul style="list-style-type: none"> <li>• Noise and vibration monitoring commitments (including real time monitoring in high risk areas) and response protocols for managing noise complaints and remedial action (with reference to procedures required by EPR EMP4)</li> </ul> <p>F. <u>Community consultation</u></p> <ul style="list-style-type: none"> <li>• Details of the communication plan to be adopted throughout construction as part of EPR SP2 including any specific measures related</li> </ul>		

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party								
				<p>to particular locations or activities</p> <ul style="list-style-type: none"> <li>Detail of the complaints management system for noise complaints, consistent with the requirements under EPR EMP4.</li> </ul> <p>G. <u>Unavoidable works</u></p> <ul style="list-style-type: none"> <li>A qualification rationale or list of planned works that constitute 'unavoidable works'; and response strategies best suited to mitigation of the impacts of those unavoidable works, consistent with EPA Publication 1254 – Noise Control Guidelines.</li> <li>Prior approval must be obtained from the IREA for planned unavoidable work to be undertaken (except for emergency works to avoid the loss of life or damage to property, or to prevent environmental harm).</li> </ul>										
			NVP8	<p><b>Construction noise targets</b></p> <p><b>1. Sensitive areas (non-residential)</b></p> <p>For sensitive land uses (based on AS/NZS 2107:2016) implement management actions if construction noise is predicted to or does exceed the internal and external noise levels below, and a noise sensitive receptor is adversely impacted.</p> <p>If construction exceeds the noise levels below:</p> <ul style="list-style-type: none"> <li>Consider the duration of construction noise</li> <li>Consider the existing ambient noise levels</li> <li>Consult with the owner or operator of the noise sensitive receptor</li> <li>Consider any specific acoustic requirements of land uses listed below to determine whether a noise sensitive receptor is adversely impacted</li> </ul> <table border="1" data-bbox="965 1082 1738 1455"> <thead> <tr> <th data-bbox="965 1082 1328 1193">Land use</th> <th data-bbox="1328 1082 1738 1193">Construction noise management level, LAeq (15 min) (applies when properties are in use)</th> </tr> </thead> <tbody> <tr> <td data-bbox="965 1193 1328 1289">Classrooms in schools and other educational institutions including kindergartens</td> <td data-bbox="1328 1193 1738 1289">Internal noise level 45 dB(A)</td> </tr> <tr> <td data-bbox="965 1289 1328 1329">Places of worship</td> <td data-bbox="1328 1289 1738 1329">Internal noise level 45 dB(A)</td> </tr> <tr> <td data-bbox="965 1329 1328 1455">Active recreation areas characterised by sporting activities and activities which generate their own noise, making them less sensitive to external</td> <td data-bbox="1328 1329 1738 1455">External noise level 65 dB(A)</td> </tr> </tbody> </table>	Land use	Construction noise management level, LAeq (15 min) (applies when properties are in use)	Classrooms in schools and other educational institutions including kindergartens	Internal noise level 45 dB(A)	Places of worship	Internal noise level 45 dB(A)	Active recreation areas characterised by sporting activities and activities which generate their own noise, making them less sensitive to external	External noise level 65 dB(A)	Construction	Project Co
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				<table border="1"> <tr> <td>noise intrusion</td> <td></td> </tr> <tr> <td>Passive recreation areas characterised by contemplative activities that generate little noise and where benefits are compromised by external noise intrusion, for example reading, meditation</td> <td>External noise level 60 dB(A)</td> </tr> <tr> <td>Community centres</td> <td>Depends on the intended use of the centre. Refer to the recommended maximum internal levels in AS/NZS 2107:2016 for specific uses.</td> </tr> <tr> <td>Industrial premises</td> <td>External noise level 75 dB(A)</td> </tr> <tr> <td>Offices, retail outlets</td> <td>External noise level 70 dB(A)</td> </tr> <tr> <td>Other noise sensitive land uses as identified in AS/NZS 2107:2016</td> <td>Refer to the noise levels in AS/NZS 2107:2016 for specific uses.</td> </tr> </table>	noise intrusion		Passive recreation areas characterised by contemplative activities that generate little noise and where benefits are compromised by external noise intrusion, for example reading, meditation	External noise level 60 dB(A)	Community centres	Depends on the intended use of the centre. Refer to the recommended maximum internal levels in AS/NZS 2107:2016 for specific uses.	Industrial premises	External noise level 75 dB(A)	Offices, retail outlets	External noise level 70 dB(A)	Other noise sensitive land uses as identified in AS/NZS 2107:2016	Refer to the noise levels in AS/NZS 2107:2016 for specific uses.		
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				<p><b>2 Residential dwellings</b></p> <p>For residential dwellings, implement management actions if construction noise is predicted to or does exceed the noise targets in EPA Victoria Publication 1254 or the daytime management levels specified for noise at residences during recommended standard hours in Part 4.1.1 of the NSW Interim Construction Noise Guidelines (ICNG) with the hours amended to correspond to the EPA Victoria Publication 1254 hours as shown in the table below.</p> <table border="1"> <thead> <tr> <th>Time of day</th> <th>Construction noise management level, LAeq (15 min) (applies when properties are in use)</th> </tr> </thead> <tbody> <tr> <td>7am–6pm Monday to Friday</td> <td>Noise affected</td> </tr> <tr> <td>7am–1pm Saturday</td> <td>Background LA90+10dB Source: NSW ICNG Chapter 4.1.1 Table 2, page 12</td> </tr> <tr> <td>7am–6pm Monday to Friday</td> <td>Highly noise affected</td> </tr> <tr> <td>7am–1pm Saturday</td> <td>75 dB(A) Source: NSW ICNG Chapter 4.1.1 Table 2,</td> </tr> </tbody> </table>	Time of day	Construction noise management level, LAeq (15 min) (applies when properties are in use)	7am–6pm Monday to Friday	Noise affected	7am–1pm Saturday	Background LA90+10dB Source: NSW ICNG Chapter 4.1.1 Table 2, page 12	7am–6pm Monday to Friday	Highly noise affected	7am–1pm Saturday	75 dB(A) Source: NSW ICNG Chapter 4.1.1 Table 2,				
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EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				<p>page 12</p> <hr/> <p>6pm–10pm Monday to Friday 1pm–10pm Saturday 7am–10pm Sunday and public holidays</p> <p>Noise level at any residential premises not to exceed background noise (<math>L_{A90}</math>) by:</p> <ul style="list-style-type: none"> <li>• 10 dB(A) or more for up to 18 months</li> <li>• 5 dB(A) or more after 18 months</li> </ul> <p>Source: EPA Publication 1254 Section 2</p> <hr/> <p>10pm–7am Monday to Sunday</p> <p>Noise inaudible within a habitable room of any residential premises</p> <p>Source: EPA Victoria Publication 1254 Section 2</p> <hr/> <p><i>Notes</i></p> <ol style="list-style-type: none"> <li>1 <i>The noise affected level represents the point above which there may be some community reaction to noise.</i></li> <li>2 <i>The highly noise affected level represents the point above which there may be strong community reaction to noise.</i></li> <li>3 <i>For the purpose of predictive modelling, the noise level for consideration of inaudibility should be based on background +0</i></li> </ol>		
			NVP9	<p><b>Blasting trials and assessment</b></p> <p>Where blasting is proposed, a series of initial trials at reduced scale must be conducted prior to production blasting to determine site-specific blast response characteristics and to define allowable blast sizes to meet air blast overpressure and ground vibration limits. If blasting is required, an assessment of the potential noise and vibration impacts, and a strategy to minimise and manage those impacts, to the targets set out in EPRs NVP10-13 and NVP16-17, must be prepared, including preparation of an appropriate community information program.</p>	Construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party																								
		Manage construction vibration and regenerated noise impacts to protect amenity	NVP10	<p><b>Construction vibration targets (amenity)</b></p> <p>Implement management actions if the following guideline target levels for continuous vibration from construction activity to protect human comfort of occupied buildings (including heritage buildings) are not achieved (levels are calculated from the British Standard BS6472-1:2008).</p> <p style="text-align: center;"><b>Vibration Dose Values (m/s<sup>1.75</sup>)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Type of space occupancy</th> <th colspan="2">Day (7am to 10pm)</th> <th colspan="2">Night (10pm to 7am)</th> </tr> <tr> <th>Preferred Value</th> <th>Maximum Value</th> <th>Preferred Value</th> <th>Maximum Value</th> </tr> </thead> <tbody> <tr> <td>Residential</td> <td>0.2</td> <td>0.4</td> <td>0.1</td> <td>0.2</td> </tr> <tr> <td>Offices, schools, educational institutions, places of worship</td> <td>0.4</td> <td>0.8</td> <td>0.4</td> <td>0.8</td> </tr> <tr> <td>Workshops</td> <td>0.8</td> <td>1.6</td> <td>0.8</td> <td>1.6</td> </tr> </tbody> </table> <p><i>Notes</i></p> <ol style="list-style-type: none"> <li><i>The Guideline Targets are non-mandatory; they are goals that should be sought to be achieved through the application of practicable mitigation measures. If exceeded then management actions would be required</i></li> <li><i>The VDVs may be converted to PPVs within a noise and vibration construction management plan.</i></li> </ol>	Type of space occupancy	Day (7am to 10pm)		Night (10pm to 7am)		Preferred Value	Maximum Value	Preferred Value	Maximum Value	Residential	0.2	0.4	0.1	0.2	Offices, schools, educational institutions, places of worship	0.4	0.8	0.4	0.8	Workshops	0.8	1.6	0.8	1.6	Construction	Project Co
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			NVP11	<p><b>Construction vibration targets (structures)</b></p> <p>Construction vibration targets for structures are summarised in the tables below.</p> <p>Guideline values for the vibration velocity to be used when evaluating the effects of short term vibration on structures.</p> <p style="text-align: center;"><b>Guideline values for velocity (mm/s)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Type of structure</th> <th colspan="3">Vibration at the foundation at a frequency of</th> <th rowspan="2">Vibration at horizontal plane of highest floor (Hz)</th> </tr> <tr> <th>1 to 10 Hz</th> <th>10 to 50 Hz</th> <th>50 to 100 Hz*</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Type of structure	Vibration at the foundation at a frequency of			Vibration at horizontal plane of highest floor (Hz)	1 to 10 Hz	10 to 50 Hz	50 to 100 Hz*						Construction	Project Co											
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EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement					Project Phase	Responsible Party
				1. Buildings used for commercial purposes, industrial buildings, and buildings of similar design	20	20 to 40	40 to 50	40		
				2. Dwellings and buildings of similar design and/or occupancy	5	5 to 15	15 to 20	15		
				3. Structures that, because of their particular sensitivity to vibration, cannot be classified under lines 1 and 2 and are of intrinsic value (eg. Heritage buildings)	3	3 to 8	8 to 10	8		
				*At frequencies > 100 Hz, the values given in this column may be used as a minimum						
				<i>Notes</i>						
				1 <i>Vibration levels marginally exceeding those vibration levels in the table would not necessarily mean that damage would occur and further investigation would be required to determine if higher vibration levels can be accommodated without risk of damage.</i>						
				2 <i>For civil engineering structures (e.g. with reinforced concrete constructions used as abutments or foundation pads) the values for Type 1 buildings may be increased by a factor of 2</i>						
				3 <i>Short-term vibration is defined as vibration which does not occur often enough to cause structural fatigue and which does not produce resonance in the structure being evaluated.</i>						

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party								
				<p>Guideline values for the vibration velocity to be used when evaluating the effects of long term vibration on structures.</p> <table border="1" data-bbox="981 352 1682 754"> <thead> <tr> <th data-bbox="981 408 1323 440">Type of structure</th> <th data-bbox="1323 352 1682 440">Guideline values for velocity (mm/s) Vibration at horizontal plane of highest floor All frequencies</th> </tr> </thead> <tbody> <tr> <td data-bbox="981 448 1323 539">Buildings used for commercial purposes, industrial buildings, and buildings of similar design</td> <td data-bbox="1323 448 1682 539">10</td> </tr> <tr> <td data-bbox="981 544 1323 608">Dwellings and buildings of similar design and/or occupancy</td> <td data-bbox="1323 544 1682 608">5</td> </tr> <tr> <td data-bbox="981 612 1323 754">Structures that, because of their particular sensitivity to vibration, cannot be classified under lines 1 and 2 and are of intrinsic value (eg. Heritage buildings)</td> <td data-bbox="1323 612 1682 754">2.5</td> </tr> </tbody> </table> <p><i>Notes:</i></p> <ol style="list-style-type: none"> <li>1 <i>Vibration levels marginally exceeding those in the table would not necessarily mean that damage would occur and further investigation would be required to determine if higher vibration levels can be accommodated without risk of damage</i></li> <li>2 <i>Targets in the above table may need to be adjusted where deemed necessary and/or appropriate to protect the structural integrity of structures based on a pre-construction condition survey and/or modelling</i></li> <li>3 <i>Long-term vibration relates to events that may result in a resonant structural response.</i></li> </ol> <p>Implement management actions if, due to construction activity, the DIN 4150.3 Guideline Targets for structural damage to buildings (for short-term vibration or long-term vibration) are not achieved.</p>	Type of structure	Guideline values for velocity (mm/s) Vibration at horizontal plane of highest floor All frequencies	Buildings used for commercial purposes, industrial buildings, and buildings of similar design	10	Dwellings and buildings of similar design and/or occupancy	5	Structures that, because of their particular sensitivity to vibration, cannot be classified under lines 1 and 2 and are of intrinsic value (eg. Heritage buildings)	2.5		
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			NVP12	<p><b>Ground-borne (internal) noise targets</b></p> <p>Implement management actions as determined in consultation with potentially affected land owners to protect amenity at residences where the following ground borne noise guideline targets are exceeded during construction.</p> <table border="1"> <thead> <tr> <th>Time of Day</th> <th>Internal noise level measured at the centre of the most affected habitable room</th> </tr> </thead> <tbody> <tr> <td>Evening (6pm - 10pm)</td> <td>L<sub>Aeq</sub> (15 minute) = 40dBA</td> </tr> <tr> <td>Night (10pm - 6am)</td> <td>L<sub>Aeq</sub> (15 minute) = 35dBA</td> </tr> </tbody> </table> <p><i>Notes</i></p> <ol style="list-style-type: none"> <li>Levels are only applicable when ground borne noise levels are higher than airborne noise levels.</li> <li>Management actions include community consultation to determine acceptable level of disruption and provision of respite accommodation in some circumstances.</li> </ol>	Time of Day	Internal noise level measured at the centre of the most affected habitable room	Evening (6pm - 10pm)	L <sub>Aeq</sub> (15 minute) = 40dBA	Night (10pm - 6am)	L <sub>Aeq</sub> (15 minute) = 35dBA	Construction	Project Co		
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		To manage construction vibration to protect utility assets	NVP13	<p><b>Utility asset protection</b></p> <p>Prior to construction undertake condition assessments of above and below ground utility assets and establish construction vibration limits in consultation with asset owners to maintain asset integrity. Where construction vibration limits are not agreed with the asset owner, the guideline values in the table below apply.</p> <table border="1"> <thead> <tr> <th>Pipe Material</th> <th>Guideline values for velocity measured on the pipe</th> </tr> </thead> <tbody> <tr> <td>Steel (including welded pipes)</td> <td>100mm/s</td> </tr> <tr> <td>Clay, concrete, reinforced concrete, pre-stressed concrete, metal (with or without flange)</td> <td>80 mm/s</td> </tr> <tr> <td>Masonry, plastic</td> <td>50 mm/s</td> </tr> </tbody> </table> <p><i>Notes</i></p> <ol style="list-style-type: none"> <li>These values may be reduced by 50% when evaluating the effects of long-term vibration on buried pipework</li> <li>It is assumed pipes have been manufactured and laid using current</li> </ol>	Pipe Material	Guideline values for velocity measured on the pipe	Steel (including welded pipes)	100mm/s	Clay, concrete, reinforced concrete, pre-stressed concrete, metal (with or without flange)	80 mm/s	Masonry, plastic	50 mm/s	Pre-construction, construction	Project Co
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EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party							
				<p><i>technology.</i></p> <p>Monitor vibration limits during construction to demonstrate compliance with agreed vibration limits. Identify contingency measures to be implemented if limits are not met. Where necessary rectify any defects that are attributable to the Project.</p>									
	SEPP N-1 – Control of Noise from Commerce, Industry and Trade	To minimise noise impacts of the tunnel ventilation system	NVP14	<p><b>Tunnel ventilation system noise design</b></p> <p>Design and implement the tunnel ventilation system in accordance with the Works Approval and to achieve compliance with State Environment Protection Policy (Control of Noise from Commerce, Industry and Trade) No. N-1 (SEPP N-1). Provide detailed design to the satisfaction of EPA Victoria prior to commencement of the works permitted by the Works Approval.</p>	Detailed design. operation	Project Co							
			NVP15	<p><b>Tunnel ventilation system noise monitoring</b></p> <p>Measure noise from the tunnel ventilation system on commencing road operation and monitor noise from the tunnel ventilation system and report annually for up to five years post opening of the freeway, or as agreed with EPA Victoria, to verify compliance with State Environment Protection Policy (Control of Noise from Commerce, Industry and Trade) No. N-1 (SEPP N-1). Identify and implement contingency measures if noise level targets are not met.</p>	Operation	Project Co							
		Manage construction blasting impacts to protect amenity	NVP16	<p><b>Amenity – Blast Vibration</b></p> <p>Implement management actions if the following vibration values are not achieved. Blasting activities must comply with Australian Standard AS2187.2-2006, Explosives – Storage and use Part 2 – Use of explosives for all blasting.</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Type of blasting operations</th> <th>Peak component particle velocity (mm/s)</th> </tr> </thead> <tbody> <tr> <td>Sensitive site</td> <td>Operations lasting longer than 12 months or more than 20 blasts</td> <td>5mm/s for 95% blasts per year 10mm/s maximum unless agreement is reached with the occupier that a higher limit may apply</td> </tr> <tr> <td>Sensitive site</td> <td>Operations lasting less than 12 months or less than 20 blasts</td> <td>10mm/s maximum unless agreement is reached with occupier that a higher limit may apply</td> </tr> </tbody> </table>	Category	Type of blasting operations	Peak component particle velocity (mm/s)	Sensitive site	Operations lasting longer than 12 months or more than 20 blasts	5mm/s for 95% blasts per year 10mm/s maximum unless agreement is reached with the occupier that a higher limit may apply	Sensitive site	Operations lasting less than 12 months or less than 20 blasts	10mm/s maximum unless agreement is reached with occupier that a higher limit may apply
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EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement			Project Phase	Responsible Party											
				Occupied non-sensitive sites such as factories and commercial premises	All blasting	25mm/s maximum value 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 specification or levels that can be shown to adversely affect the equipment operation													
				<p><i>Note</i></p> <p>1 Sensitive site includes houses and low rise residential buildings, theatres, schools and other similar buildings occupied by people.</p>															
			NVP17	<p><b>Amenity – Blast Overpressure</b></p> <p>Implement management actions if the following overpressure values are not achieved. Blasting activities must comply with Australian Standard AS2187.2-2006, Explosives – Storage and use Part 2 – Use of explosives for all blasting.</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Type of blasting operations</th> <th>Peak Overpressure Value (dBL)</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Sensitive Site</td> <td>Operations lasting longer than 12 months or more than 20 blasts</td> <td>115 dBL for 95% blasts per year. 120dBL maximum unless agreement with occupier that a higher limit may apply</td> </tr> <tr> <td>Operations lasting less than 12 months or less than 20 blasts</td> <td>120dBL for 95% blasts per year. 125 dBL maximum unless agreement with occupier that a higher limit may apply</td> </tr> <tr> <td>Occupied non-sensitive sites such as factories and commercial premises</td> <td>All blasting</td> <td>125 dBL maximum value unless agreement is reached with occupier that a higher limit may apply. For sites containing equipment sensitive to vibration, the</td> </tr> </tbody> </table>			Category	Type of blasting operations	Peak Overpressure Value (dBL)	Sensitive Site	Operations lasting longer than 12 months or more than 20 blasts	115 dBL for 95% blasts per year. 120dBL maximum unless agreement with occupier that a higher limit may apply	Operations lasting less than 12 months or less than 20 blasts	120dBL for 95% blasts per year. 125 dBL maximum unless agreement with occupier that a higher limit may apply	Occupied non-sensitive sites such as factories and commercial premises	All blasting	125 dBL maximum value unless agreement is reached with occupier that a higher limit may apply. For sites containing equipment sensitive to vibration, the	Construction	Project Co
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			NVP18	<p><b>Construction noise management</b></p> <p>Manage construction noise in accordance with EPA Publication 1254 Noise Control Guidelines and as specified in the Construction Noise and Vibration Management Plan prepared under NVP7.</p>	Construction	Project Co
			NVP19	<p><b>Traffic noise at Hyde Street, south of Francis Street</b></p> <p>In the event that voluntary acquisition is not offered for residences on the west side of Hyde Street south of Francis Street in connection with the Project, and subject to the timely agreement of the relevant property owners prior to opening of the Project, agreed noise mitigation measures must be implemented, during construction, at the residential properties on Hyde Street where acoustic modelling predicts a difference between noise levels from Hyde Street in 2031 with and without the project (with the difference in these being 'the predicted traffic noise increase'). Relevant property owners are to be consulted and provided with:</p> <ul style="list-style-type: none"> <li>An acoustic report predicting traffic noise levels from Hyde Street in 2031 both with the project and without the project</li> <li>Details of practicable on-property noise reduction options such as fencing, double glazing and mechanical ventilation (or a combination of these) to achieve to the extent practicable an equivalent reduction to the predicted traffic noise increase for the relevant property</li> <li>The process for documenting and implementing agreed noise mitigation measures.</li> </ul>	Construction	State
<b>Social</b>						
<b>Social, business, land use, public safety and</b>	<i>Planning and Environment Act 1987</i>	To minimise impacts on social and	SP1	<p><b>Urban design principles and vision</b></p> <p>Detailed design to protect and, where practicable, improve access to and</p>	Detailed design	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
<b>infrastructure</b> – to minimise adverse effects on the social fabric of the community in the project area, including with regard to community cohesion and access to community services and facilities, business functionality, changes to land use, public safety and access to infrastructure.		community infrastructure		amenity and safety for potentially affected residents, open space, social and community infrastructure and commercial facilities by responding to the urban design principles and vision and implementing the principles of Crime Prevention Through Environmental Design.		
		To minimise impacts on the community through engagement during construction and operation	SP2	<b>Communications and Community Engagement Plan (CCEP)</b> Develop and implement a Communications and Community Engagement Plan in consultation with affected local councils to engage and consult the community and potentially affected stakeholders and discuss progress of construction activities and operation. The plan must be published on the project website prior to and for the duration of construction and include: <ul style="list-style-type: none"> <li>• Community issues identification, complaints management and resolution approach and procedures in accordance with EPR EMP4</li> <li>• The BIP in accordance with EPR BP5</li> <li>• Approach to stakeholder identification</li> <li>• Enquiry management and record keeping approach and procedures including making available a 24 hour telephone number, postal address, and an email address and publishing these on the project website</li> <li>• Approach to mitigating community impacts including dust, noise and light and any relevant policies (e.g. relocations policy)</li> <li>• Approach to changes to transport conditions for affected and potentially affected users, relevant stakeholders and relevant road authorities</li> <li>• How it will evaluate the effectiveness of community impact mitigation measures, including through noise and vibration monitoring</li> <li>• Identification of how stakeholders can access environmental monitoring data that is to be made publicly available</li> <li>• Incident and emergency communications, including notification methods and timeframes in the event of a major incident or overrun</li> <li>• Approach and processes to ensure that the workforce has appropriate community awareness and sensitivity</li> <li>• Any innovative communications tools and methods in the CCEP which would enhance the Project’s ability to effectively communicate with the community and stakeholders</li> <li>• Approach to notifying community, business, road user and other</li> </ul>	Pre-construction, construction, operation	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				<p>stakeholders affected by construction activities about impacts</p> <ul style="list-style-type: none"> <li>• Approach to making relevant project information available to the community</li> <li>• The role and function of the Community Liaison Group (CLG) as developed by the State.</li> </ul> <p>The CCEP must address matters of interest or concern to the following stakeholders:</p> <ul style="list-style-type: none"> <li>• Municipalities</li> <li>• Recreation, sporting and community groups</li> <li>• Potentially affected residents and property owners</li> <li>• Potentially affected business</li> <li>• Other public facilities in proximity</li> <li>• Religious and worship groups.</li> </ul>		
			SP3	<p><b>Community Liaison Group participation</b></p> <p>Participate in the Community Liaison Group (CLG) that has been established by the State to facilitate community and stakeholder involvement for the construction phase of the Project. Participation must include:</p> <ul style="list-style-type: none"> <li>• Attendance at meetings</li> <li>• Regular reporting of design and construction activities</li> <li>• Timely provision of relevant information, including response to issues raised by the group</li> <li>• Regular reporting and monitoring of community feedback, impacts and discussion of mitigation measures and their effectiveness.</li> </ul>	Construction	Project Co
			SP4	<p><b>Social and local procurement</b></p> <p>Develop and implement a Workforce Development Plan and a Local Industry Development Plan to provide:</p> <ul style="list-style-type: none"> <li>• Opportunities for graduates, non-engineering cadets and upskilling short courses for the project workforce</li> <li>• Opportunities for young people such as scholarships, and structured workplace learning placements</li> <li>• Opportunities for local businesses such as forums to inform local businesses about potential procurement opportunities.</li> </ul>	Pre-construction, construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			SP5	<p><b>Community Involvement and Participation Plan (CIPP)</b></p> <p>Develop and implement a CIPP in consultation with Hobsons Bay City Council and Maribyrnong City Council and representatives of communities affected negatively by the impacts of the Project, including Altona North, Brooklyn, South Kingsville, Spotswood and Yarraville, in order to improve community connectedness and cohesiveness. The plan should apply for the period of project construction. Social legacy outcomes and tasks that could be considered for funding under the CIPP include: community partnership programs; community support grants; running of community events and festivals; sponsorships of local sporting clubs; small capital works targeting community, sporting and recreation facilities; a wide range of other 'community led' initiatives.</p>	Pre-construction, construction	State
<b>Surface Water</b>						
<p><b>Hydrology and water quality</b> – to avoid or minimise adverse effects on surface water and groundwater quality and hydrology in particular resulting from the disturbance of contaminated or acid-forming materials, and to maintain functions and values of floodplain environments.</p>	<p><i>Water Act 1989</i> SEPP – Waters of Victoria</p>	<p>To maintain or improve existing surface water quality during operation and construction</p>	SWP1	<p><b>Design of discharges and runoff</b></p> <p>Meet State Environment Protection Policy (Waters of Victoria) for discharge and run-off from the Project to Kororoit Creek, Stony Creek, Maribyrnong River, Moonee Ponds Creek.</p>	Detailed design	Project Co
			SWP2	<p><b>Water sensitive road design</b></p> <p>Integrate the stormwater treatment system into the design of the works in accordance with VicRoads Integrated Water Management Guidelines (June 2013) and the EPA Victoria Best Practice Environmental Management Guidelines for Urban Stormwater (2006).</p>	Detailed design	Project Co
			SWP3	<p><b>Tunnel waste water</b></p> <p>Any proposed discharge of tunnel waste water from the site must be approved by the relevant authority prior to discharges occurring.</p>	Pre-construction	Project Co
			SWP4	<p><b>Water quality monitoring</b></p> <p>Develop and implement a baseline surface water monitoring program prior to commencement of construction to assess background water quality in all receiving waters. This should be developed in consultation with the EPA Victoria and Melbourne Water. The baseline surface water monitoring program is to be used to inform the surface water sub-management plan (EPR SWP7)</p>	Pre-construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			SWP5	<p><b>Spill containment design</b></p> <p>Design the capacity of the stormwater drainage system for all new roads and ramps to contain hazardous spills at or prior to every stormwater outlet, to the satisfaction of EPA Victoria, and develop procedures to be implemented in response to a hazardous spill.</p>	Detailed design	Project Co
			SWP6	<p><b>Management of chemicals, fuels, and hazardous materials</b></p> <p>Minimise chemical and fuel storage on site and store hazardous materials and dangerous goods in accordance with the relevant guidelines and requirements. Comply with the Victorian WorkCover Authority and Australian Standard AS1940 Storage Handling of Flammable and Combustible Liquids and EPA Victoria publications 480 Environmental Guidelines for Major Construction Sites and 347 Bunding Guidelines</p> <p>Develop and implement management measures for dangerous substances, including:</p> <ul style="list-style-type: none"> <li>• Creating and maintaining a dangerous goods register</li> <li>• Disposing of any hazardous materials, including asbestos, in accordance with Industrial Waste Management Policies, regulation and relevant guidelines</li> <li>• Implementing requirements for the installation of bunds and precautions to reduce the risk of spills</li> <li>• Developing contingency and emergency response plans to handle fuel and chemical spills, including availability of on-site hydrocarbon spill kits.</li> </ul>	Construction	Project Co
			SWP7	<p><b>Surface Water Management during construction</b></p> <p>The CEMP must include a sub-management plan that sets out the Surface Water Management requirements and methods for:</p> <ul style="list-style-type: none"> <li>• Best practice sediment and erosion control and monitoring, in accordance with EPA Victoria publications 275 (1991), 480 (1996), and 960 (2004)</li> <li>• Maintenance of existing flow paths, drainage lines and floodplain storage</li> <li>• Location and bunding of any contaminated material (including tunnel spoil and stockpiled soil) to the 1% AEP flood level and to the satisfaction of EPA Victoria and the relevant drainage authority</li> <li>• A flood emergency management plan including consideration of</li> </ul>	Construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				<p>scheduling works</p> <ul style="list-style-type: none"> <li>Bunding of the tunnel portals to an appropriate level during the construction phase.</li> </ul> <p>The sub-management plan is to be informed by EPR SWP4.</p>		
		To limit the use of potable water during construction and preserve natural reserves	SWP8	<p><b>Use of non-potable water</b></p> <p>Where available and practicable, of suitable quality, and meets health and safety requirements, stormwater, recycled water, groundwater inflow to tunnels or other water sources must be used in preference to potable water for construction activities, including concrete mixing and dust control.</p>	Construction	Project Co
		To protect the bank stability of potentially impacted waterways	SWP9	<p><b>Bank stability</b></p> <p>Develop and implement appropriate measures to maintain bank stability of Kororoit Creek, Stony Creek, Maribyrnong River, Moonee Ponds Creek during construction to the satisfaction of Melbourne Water and in consultation with relevant local councils.</p>	Construction	Project Co
			SWP10	<p><b>Waterway modifications</b></p> <p>Design and undertake modifications to all waterways in a way to mitigate the effects of changes to flow and minimise, to the extent practicable, the potential for erosion, sediment plumes and exposure of contaminated material during construction to the satisfaction of Melbourne Water and in consultation with relevant local councils.</p> <p>Maximise the visual and aesthetic amenity of the waterways having regard to relevant strategies, policies and plans for that waterway and in consultation with Melbourne Water and relevant Councils.</p>	Detailed design, construction	Project Co
		To maintain existing levels of flood protection	SWP11	<p><b>Flood levels, flows and velocities</b></p> <p>Permanent works and associated temporary construction works must not increase flood risk (considering flood levels, flows and velocities) associated with overland flow paths to the requirements and satisfaction of Melbourne Water and in consultation with any other relevant drainage authority.</p> <p>Undertake modelling of the design of permanent and temporary works to demonstrate the resultant flood levels and risk profile to the requirements and satisfaction of Melbourne Water and in consultation with any other relevant drainage authority.</p> <p>Consider potential effects of climate change and sea level rise of 0.8m by 2100, with and without the works for both existing and proposed scenarios</p>	Detailed design, pre-construction, construction	Project Co



EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				(for example future redevelopment in relation to Moonee Ponds Creek within the Arden – Macaulay Structure Plan area) in consultation with local councils  Ensure that surface water from West Gate Tunnel Project does not encroach into underground SP AusNet electricity or gas assets.		
		To maintain flood plain storage	SWP12	<b>Floodplain storage capacity</b> Maintain existing floodplain storage capacity for overland flow paths potentially impacted by the Project in consultation with Melbourne Water and any other relevant drainage authority.	Detailed design	Project Co
		To protect people and assets from flood waters in the Tunnel	SWP13	<b>Tunnel portal flood risk</b> Design tunnel portals to exclude surface flows from external catchments during the probable maximum flood.  Develop and implement measures and plans to manage flood risk to the tunnel portals. Develop operation and maintenance plans for flood protection works.	Detailed design, operation	Project Co
		To maintain access to stormwater and other assets	SWP14	<b>Maintenance of Melbourne Water and other drainage assets</b> Provide adequate clearances and access for ongoing maintenance of Melbourne Water and other drainage authority assets to the satisfaction of the relevant drainage authority.	Detailed design	Project Co
			SWP15	<b>North Yarra Main Sewer</b> Design any proposed realignment to the North Yarra Main Sewer to the satisfaction of Melbourne Water.	Detailed design	Project Co
<b>Transport</b>						
<b>Transport capacity and connectivity</b> – to increase transport capacity and improve connectivity to and from the west of Melbourne and, in particular, to increase freight movement via the	<i>Road Management Act 2004</i> <i>Planning and Environment Act 1987</i>	To improve road-based transport connectivity between the west of Melbourne, the Port of Melbourne and the CBD and the wider metropolitan	TP1	<b>Optimise design performance</b> Optimise the design of the works in consultation with appropriate road management authorities, public transport authorities, Melbourne Water and local councils as part of the detailed design process to: <ul style="list-style-type: none"> <li>Maintain and where practicable reduce travel times for all transport modes, including walking, cycling and public transport</li> <li>Maintain, and where practicable, enhance the existing traffic movements at interchanges</li> <li>Design interchanges and intersections to achieve a level of service of D or degree of saturation of 0.9, where practicable within the available land, or as otherwise approved by the relevant road and transport</li> </ul>	Detailed design	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
freeway network instead of local and arterial roads, while adequately managing effects of the works on the existing broader and local transport networks, including road, public transport, cycling and pedestrian transport networks		region and the State, while maintaining the connectivity of the existing local transport routes		<p>authority</p> <ul style="list-style-type: none"> <li>Maintain, and where practicable, enhance pedestrian movements, bicycle connectivity, and shared use paths</li> <li>Provide evidence that functional and generous pedestrian linkages between North Melbourne Station, West Melbourne and the E-gate urban renewal site will be facilitated, to support pedestrian flows to/from North Melbourne, E-gate and Docklands</li> <li>Develop a strategy with Public Transport Victoria to minimise impacts on buses, trams and rail and, where practicable, enhance public transport facilities and services that cross or run parallel to the alignment of the Project or are in any way affected by traffic using the Project</li> <li>Minimise loss of car parking in consultation with relevant local councils.</li> </ul>		
			TP2	<p><b>Traffic monitoring</b></p> <p>Undertake traffic monitoring in selected streets identified in consultation with the relevant Road Authority and local council pre-construction, at six monthly intervals during construction, and up to two years after construction is complete. Implement local area traffic management works in consultation with the local relevant councils.</p> <p>Develop and implement traffic performance management to monitor conditions along the West Gate Freeway during construction. Real time traffic information must be provided to drivers on the approach to the West Gate Freeway.</p>	Pre-construction, construction, operation	Project Co
		<p>To minimise disruption to motor vehicle traffic, parking, bicycle and pedestrian movements during construction and</p> <p>To minimise disruption to public and</p>	TP3	<p><b>Traffic Management Plans</b></p> <p>Develop and implement Traffic Management Plans with measures to minimise disruption, to the extent practicable, to motor vehicle traffic including on road public transport, parking, bicycle and pedestrian movements during construction in consultation with relevant road management authorities on all roads affected by the Project, including:</p> <ul style="list-style-type: none"> <li>Management of any temporary or partial closure of traffic and cycle lanes, including but not limited to, along: <ul style="list-style-type: none"> <li>Local and arterial roads, including provision for suitable routes for vehicles, cyclist and pedestrians to maintain connectivity for road and shared path users</li> <li>CityLink traffic lanes and ramps</li> </ul> </li> </ul>	Pre-construction, construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
		commercial transport during construction		<ul style="list-style-type: none"> <li>• M1, M80 and Footscray Road</li> <li>• Hyde Street, Francis Street, Whitehall Street</li> <li>• Management of any temporary diversion of pedestrian or cycle paths to provide a safe, well- sign-posted alternative route and minimise impact on commuter travel times for cyclists as far as practicable</li> <li>• A strategy for maintaining the current capacity (number of lanes) during peak periods for works on the following key State roads – West Gate Freeway, Princes Freeway, M80, Footscray Road, Wurundjeri Way, Dudley Street, Williamstown Road, Millers Road, Grieve Parade, Melbourne Road, Douglas Parade and Hyde Street</li> <li>• Restrict the number of local roads to be used for construction-related transportation to minimise impacts on amenity, in consultation with the relevant road authorities</li> <li>• Measures to minimise construction traffic on New Street, including the provision of access to the Southern Portal Compound from the freeway or alternative routes approved by the road authority</li> <li>• Reinstate access to open space, community facilities, commercial premises and dwellings if disrupted, as soon as practicable</li> <li>• Provide suitable parking arrangements to accommodate the construction workforce while minimising traffic impacts on local and arterial roads, preventing construction-related parking on local and arterial roads or use of public car parks</li> <li>• Provide safe access points to laydown areas and site compounds</li> <li>• Implement a communications strategy (as set out in the CCEP) to advise affected users, potentially affected users, relevant stakeholders and the relevant road authorities of any changes to transport conditions</li> <li>• Maintain, where practicable, current local area traffic management measures during construction or reinstate upon completion in consultation with the relevant local councils</li> <li>• Haulage of bulk material to and from the construction areas to within a two km range of the works must be via roads operated by VicRoads, CityLink or the Port Manager or, subject to obtaining prior agreement by the relevant road authority, other parts of the road network.</li> </ul> <p>The Traffic Management Plan may include Worksite Traffic Management Plans (WTMP) for discrete components or stages of the works having the potential to impact on roads, shared used paths, pedestrian paths or public</p>		

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
				<p>transport infrastructure.</p> <p>WTMP must address, as applicable:</p> <ul style="list-style-type: none"> <li>• Vehicle, bicycle and pedestrian movements</li> <li>• Public transport movements</li> <li>• Lane, road and public transport route closures</li> <li>• Major traffic control devices</li> <li>• Traffic signal operation</li> <li>• Vertical and horizontal alignment</li> <li>• Drainage</li> <li>• Barrier placement</li> <li>• Operating conditions including speed limits</li> <li>• Safety of the public and workers</li> <li>• Peak flows and road traffic capacity, including catering for special events</li> <li>• Signing and line marking</li> <li>• Lighting</li> <li>• Property access</li> <li>• Stakeholder communication and media advertising</li> <li>• Timing</li> <li>• Replacement public transport services</li> <li>• Utility Infrastructure access</li> <li>• Any interface between the responsibilities and requirements of Project Co, its Subcontractors and any other Authority</li> <li>• Incident management.</li> </ul> <p>Draft WTMPs must be distributed to the State, VicRoads, the road safety auditor, any other relevant road authority for any affected Roads and, where the works affect public transport infrastructure, Public Transport interface parties for their comment.</p>		

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			TP4	<p><b>Public transport</b></p> <p>Develop and implement measures to minimise to the extent practicable disruption during construction to all impacted railway lines, tram and bus routes in consultation with VicTrack, Yarra Trams and Metro Trains Melbourne and to the satisfaction of Public Transport Victoria.</p>	Pre-construction, construction	Project Co
			TP5	<p><b>Rail operations</b></p> <p>Minimise disruption to the rail infrastructure and operations in consultation with the relevant rail infrastructure stakeholders.</p>	Detailed design, construction	Project Co
		To minimise potential for accidents by managing road safety for all new road linkages	TP6	<p><b>Design standards</b></p> <p>Design new works (including shared use facilities) in accordance with applicable design standards and undertake independent road safety audits after each stage of detailed design and pre-opening and immediately following the opening of the works.</p> <p>The Veloway design must be prepared in consultation with VicRoads, the City of Melbourne, Maribyrnong City Council and Bicycle Network and include an operating path width (between hand rails) of 4.0 metres.</p>	Detailed design, construction	Project Co
			TP7	<p><b>Traffic Management Liaison Group</b></p> <p>A Traffic Management Liaison Group (TMLG) must be established and convene prior to the commencement of any works that may impact on existing roads, paths or public transport infrastructure. The TMLG must include representatives from the State, VicRoads and Project Co. Other relevant agencies as nominated by the State may be included as required including relevant local councils.</p> <p>The TMLG will be a forum for exchange of information and discussion of issues associated with Traffic Management Plans.</p> <p>The TMLG must be provided with the Traffic Management Plans, details as to timing of implementation, information about construction traffic monitoring conducted by Project Co, and other reports as relevant.</p> <p>The TMLG must meet at least monthly until the completion of construction.</p>	Pre-construction, construction	Project Co
			TP8	<p><b>River navigation</b></p> <p>Navigational channel of Maribyrnong River must not be impeded without approval of the relevant authority.</p>	Construction	Project Co

EES Evaluation Objective	Applicable Legislation and Policy	Performance Objective	EPR Code	Environmental Performance Requirement	Project Phase	Responsible Party
			TP9	<b>Melbourne Metro Rail Authority interface</b> Consult and coordinate with Melbourne Metro Rail Authority to manage and where possible minimise, cumulative impacts of construction vehicles.	Construction	Project Co
<b>Waste Management</b>						
<b>Waste management</b> – to manage excavated spoil and other waste streams generated by the Project in accordance with the waste hierarchy and relevant best practice principles.	<i>Environment Protection Act 1970</i>	To manage all wastes from the construction and operation of the Project	WMP1	<b>Waste management</b> Develop and implement management measures for waste (excluding soils) minimisation during construction and operation in accordance with the <i>Environment Protection Act 1970</i> waste management hierarchy and management options, to address: Litter management Construction and demolition wastes including, but not limited to, washing residues, slurries and contaminated water Organic wastes Inert solid wastes.	Detailed design, construction, operation	Project Co

# Glossary of abbreviations

The following glossary of abbreviations is for the purpose of this Part H21.

Term	Definition
AQMP	Air Quality Management Plan
CCEP	Communications and Community Engagement Plan
CEMP	Construction Environment Management Plan
CIPP	Community Involvement and Participation Plan
CLG	Community Liaison Group
CNVMP	Construction Noise and Vibration Management Plan
CHMP	Cultural Heritage Management Plan under the <i>Aboriginal Heritage Act 2006</i>
EPR	Environmental Performance Requirement
EPA	Environment Protection Authority (Victoria)
GDE	Groundwater Dependent Ecosystem
GHG	greenhouse gas
HO	Heritage Overlays
ICNG	NSW Interim Construction Noise Guidelines
Incorporated Document	The West Gate Tunnel Incorporated Document that is included in the Melbourne, Port of Melbourne, Hobsons Bay, Maribyrnong, Brimbank and Wyndham Planning Schemes.
IREA	The Independent Reviewer and Environmental Auditor for the project
ISCA	Infrastructure Sustainability Council of Australia
NYM Sewer	North Yarra Main Sewer
OEMP	Operations Environmental Management Plan
OVGA	Office of the Victorian Government Architect
PPV	Peak particle velocity

Term	Definition
SEPP	State Environment Protection Policy (Victoria)
TMLG	Traffic Management Liaison Group
VHR	Victorian Heritage Register
WDA	Western Distributor Authority
WEMP	Worksite Environmental Management Plan



## Part H22 - State Road Network Access Requirements

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### 1. Introduction

- (a) This Part H22 applies during the D&C Phase in relation to the following State roads as listed:
- (i) West Gate Freeway, from the M80 interchange to Williamstown Road (**West Gate Freeway**);
  - (ii) Princes Freeway, from Kororoit Creek Road to Dohertys Road (**Princes Freeway**);
  - (iii) M80, from the M80 interchange with the West Gate Freeway to Boundary Road (**M80**);
  - (iv) Footscray Road, from Wurundjeri Way to Shepherds Bridge (**Footscray Road**);
  - (v) Wurundjeri Way, from Dudley Street to Flinders Street (**Wurundjeri Way**);
  - (vi) Dudley Street, between Adderley Street and Wurundjeri Way (**Dudley Street**);
  - (vii) Williamstown Road, between Francis Street and Hudsons Road (**Williamstown Road**);
  - (viii) Millers Road, between Blackshaws Road and Geelong Road (**Millers Road**); and
  - (ix) Grieve Parade, between Blackshaws Road and Geelong Road (**Grieve Parade**),
- (**Key State Roads**).
- (b) For the avoidance of doubt, access requirements in respect of the following works are not subject to this Part H22:
- (i) works having an impact upon CityLink, to which the CityLink Access Deed applies; and
  - (ii) works associated with MacKenzie Road or within the Port Transaction Land to which the WGT Road Licence and Port Land Deed apply.
- (c) Notwithstanding any other provision of this Agreement, if there is any inconsistency, ambiguity or discrepancy between this Part H22 and the other Parts of the PSR, this Part H22 will prevail to the extent of the inconsistency, ambiguity or discrepancy (and only in relation to the Key State Roads).
- (d) In relation to Works on Key State Roads:
- (i) the provisions of Part F1 and Part F6 in relation to CTMPs and WTMPs will apply; and
  - (ii) the CTMPs and WTMPs must also comply with the provisions of this Part H22.

- (e) Without limiting the obligations of Project Co under this Agreement, Project Co acknowledges and agrees that maintaining access to Key State Roads and the management of traffic on Key State Roads is a key requirement of the Project.
- (f) In planning for and carrying out work on a Key State Road, Project Co must in respect of the relevant Key State Road:
  - (i) minimise the impact on traffic and disruption to road users;
  - (ii) provide a safe environment for the travelling public and construction personnel;
  - (iii) minimise public vehicle interaction with construction vehicles and activities;
  - (iv) cater for the needs of all traffic travelling along or across the Key State Road;
  - (v) maintain consistent traffic management treatments across the entire Key State Road;
  - (vi) without limiting the above, take into account, where simultaneous lane closures are occurring on multiple roads, how these can be managed so as not to limit any potential detour or diversion routes around the Works on Key State Roads;
  - (vii) consider the cumulative effect of lane closures from other major infrastructure projects in the vicinity of the Key State Road, including the works in the Arden Street and Macaulay Road area associated with the State's metropolitan rail infrastructure project (known as the "Melbourne Metro" project);
  - (viii) communicate the purpose of the proposed traffic impact to users of the Key State Road in accordance with Part G;
  - (ix) communicate the arrangements for, and impacts of, any event affecting traffic on the Key State Road to relevant stakeholders impacted by the works on the Key State Road in accordance with Part G;
  - (x) provide updates to the State in regard to re-opening times where there is an Unplanned Traffic Impact on the Key State Road;
  - (xi) provide continued provision of variable message signs for the full duration of any Unplanned Traffic Impact on the Key State Road, including reviewing and updating messaging as necessary;
  - (xii) provide key/media messaging regarding any Unplanned Traffic Impact on the Key State Road to the State in accordance with the relevant WTMP and Part G; and
  - (xiii) be responsible for all radio/print/online advertising costs associated with any Unplanned Traffic Impact on the Key State Road.

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## 2. Permitted Lane Closures

- (a) Without limiting the approvals process of WTMPs in Part F6, access to Key State Roads will only be approved in accordance with Part F6 and this Part H22 and where the relevant WTMP:

- (i) has been prepared, taking into account the requirements of section 1(f);
  - (ii) is in accordance with the lane closures permitted in the Lane Closure Schedules; and
  - (iii) demonstrates that appropriate consideration has been given to the Major Events as listed in Schedule 2 of this Part H22.
- (b) Any closed lane or shoulder approved under a WTMP on a Key State Road must be fully re-opened and accessible to traffic by the earlier of:
- (i) the time required by the relevant Lane Closure Schedules; and
  - (ii) the time specified in the approved WTMP.

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### 3. Specific requirements for the West Gate Freeway, M80 and Princes Freeway

- (a) Where Works are required on the West Gate Freeway, M80 or Princes Freeway, access to these Key State Roads will only be approved by the State under Part F6 where the WTMP demonstrates compliance with the following additional requirements:
- (i) subject to sections 3(a)(ii) and 3(a)(iii), speed limits cannot be reduced below 80 km/h for the duration of the Works on the West Gate Freeway, M80 or Princes Freeway (as applicable);
  - (ii) subject to section 3(a)(iii), the State may agree to worksite speed limits below 80 km/h for the carrying out of work in the short term where such a reduction can be justified and will not affect the throughput of the relevant Key State Road at the time proposed for the work to be carried out;
  - (iii) speed limits on the West Gate Freeway, M80 or Princes Freeway (as applicable) can be reduced below 80km/h in respect of any emergency incident that is not the subject of a WTMP, in which case the speed limit will be set at that level prescribed under the standard applicable to the safe management of that emergency incident;
  - (iv) subject to section 3(b), each freeway carriageway and ramp traffic lane on the West Gate Freeway, M80 or Princes Freeway (as applicable) must not be less than 3.35 metres wide, and inner and outer shoulder widths must not be less than 0.5 metres wide;
  - (v) subject to section 3(b), the route on the West Gate Freeway, M80 or Princes Freeway (as applicable) must be maintained to allow for over dimensional (OD) vehicles at all times;
  - (vi) where a continuous 3.0m wide shoulder is not available for at least 500 metres, emergency breakdown bays for motorists must be provided at intervals of a minimum of one breakdown bay between interchanges. Breakdown bays must be paved and sealed; and
  - (vii) where an existing ramp functions as a lane gain, it must remain as a lane gain and not as a merge.
- (b) If the requirements of sections 3(a)(iv) or 3(a)(v) cannot be complied with for the full duration of the Works the subject of the WTMP, any reduction in width or height clearance:

- (i) must be approved by the State; and
  - (ii) Project Co must advise VicRoads' Transport Safety Services State-wide Permit Group at least two weeks prior to the proposed reduction.
- (c) Where a full carriageway closure is required as part of the Works on the West Gate Freeway, M80 or Princes Freeway, without limiting the requirements of this Part H22 and the approvals process of the WTMPs in Part F6, a full carriageway closure of these Key State Roads will only be approved in accordance with Part F6 and this Part H22 and where the relevant WTMP:
- (i) has been prepared, taking into account the requirements of Part H22 section (1)(f);
  - (ii) provides reasons why a full carriageway closure is required, rather than the use of lane closures or a partial carriageway closure;
  - (iii) provides specific detail regarding the extent of the carriageway closure, including all affected freeway lanes and ramps, to the reasonable satisfaction of the State;
  - (iv) sets out the proposed detour routes, to the reasonable satisfaction of the State;
  - (v) provides specific detail regarding the timing of the carriageway closure in the form of a detailed construction program, covering all activities from commencement of the carriageway closure through to reopening of all affected lanes; and
  - (vi) includes, at a minimum, all of the information required by the WTMP Stakeholder Communications and Media Advertising template in Part H22 Schedule 4, in a manner that is comprehensive and consistent with the requirements of this section 3(c), Part F6 and Part G.

#### **4. Specific requirements for Footscray Road, Dudley Street and Wurundjeri Way**

- (a) Where Works are required on Footscray Road, Dudley Street or Wurundjeri Way, access to these Key State Roads will only be approved by the State under Part F6 where the WTMP demonstrates compliance with the following additional requirements:
  - (i) subject to sections 4(a)(ii) and 4(a)(iii), speed limits cannot be reduced by more than 20 km/h below the posted speed limit for the duration of the Works on Footscray Road, Dudley Street or Wurundjeri Way (as applicable);
  - (ii) subject to section 4(a)(iii), the State may agree to worksite speed limits reductions of more than 20 km/h below the posted speed limit for short term works where such a reduction can be justified and will not affect the throughput of the relevant Key State Road at the time proposed for the work to be carried out;
  - (iii) speed limits on Footscray Road, Dudley Street or Wurundjeri Way (as applicable) can be reduced by more than 20 km/h below the posted speed limit in respect of any emergency incident that is not the subject of a WTMP, in which case the speed limit will be set at that level prescribed under the standard applicable to the safe management of that emergency incident;

- (iv) where alterations to traffic signal phasing are proposed, Project Co must allow in the WTMP a notice period to VicRoads of not less than six weeks to allow the traffic signal controller to be re-programmed; and
- (v) reductions in lane widths must consider the high volumes of commercial vehicles using these roads and Project Co must demonstrate that the proposed lane widths will be able to accommodate the anticipated volumes of commercial vehicles on the relevant Key State Road.

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## 5. **Unplanned Traffic Events**

- (a) An Unplanned Traffic Event occurs when Project Co:
  - (i) implements a new (as opposed to continuing with an existing) lane closure on a Key State Road which is not in compliance with an approved WTMP or any relevant Lane Closure Schedule; or
  - (ii) fails to fully re-open a closed lane to traffic on a Key State Road where required by an approved WTMP in accordance with section 2(b),  
**(Unplanned Traffic Event).**
- (b) In the event of any Unplanned Traffic Event, Project Co must:
  - (i) immediately notify the State:
    - A. of the commencement of the Unplanned Traffic Event, including the time of commencement;
    - B. if by the time of the notice, the Unplanned Traffic Event has ceased, the period of the Unplanned Traffic Event and the time the Unplanned Traffic Event ceased; and
    - C. if by the time of the notice, the Unplanned Traffic Event is continuing, the expected duration of the Unplanned Traffic Event;
  - (ii) unless already included in a notice under section 5(b)(i), notify the State when the Unplanned Traffic Event ceases;
  - (iii) take all necessary steps to bring the Unplanned Traffic Event to an end as soon as possible; and
  - (iv) submit to the State, within two Business Days of the commencement of the Unplanned Traffic Event, a rectification plan which:
    - A. identifies the reasons why the Unplanned Traffic Event occurred;
    - B. describes the steps to be taken by Project Co (including any changes to operating procedures, policies or practices of Project Co) to ensure that Unplanned Traffic Events do not re-occur; and
    - C. includes such other information as the State may reasonably request.

- (c) The State, within three Business Days of receiving a rectification plan from Project Co under section 5(b)(iv), will consider the rectification plan and provide Project Co with a notice either:
  - (i) stating that the State is satisfied with the rectification plan; or
  - (ii) specifying the reasons why the State is not satisfied with the rectification plan.
- (d) If the State fails to provide Project Co with a notice in accordance with section 5(c) within three Business Days after receiving the rectification plan from Project Co, the State will be deemed to have given notice in accordance with section 5(c)(i).
- (e) Without limiting section 5(f), where the State issues a notice to Project Co under section 5(c)(ii), Project Co must amend the rectification plan to address the reasons identified by the State in its notice and re-submit the amended rectification plan under section 5(b) and section 5(c) will apply to the re-submitted rectification plan.
- (f) Without limiting the State's obligations under this Agreement, where three or more Unplanned Traffic Events occur in any continuous 12 month period, the State may, at its discretion:
  - (i) notify Project Co that it must put in place additional measures to ensure that Unplanned Traffic Events do not re-occur, including any additional measures or conditions of access as identified by the State; and/or
  - (ii) suspend Project Co's access to all or any part of the relevant Key State Road until such time as the State is satisfied with the rectification plan submitted by Project Co under section 5(b) or re-submitted by Project Co under section 5(e).
- (g) Project Co must comply with:
  - (i) any rectification plan submitted under section 5(b)(iv) in respect of which the State has provided, or has deemed to have provided, notice under section 5(c)(i); and
  - (ii) any additional measures or conditions of access identified by the State in a notice under section 5(f)(i).
- (h) Where the State exercises its rights to suspend Project Co's access to all or any part of the relevant Key State Road under section 5(f)(ii):
  - (i) Project Co must:
    - A. immediately stop work in the relevant part of the Key State Road;
    - B. as soon as practicable, leave the relevant part of the Key State Road in a safe condition; and
    - C. continue to carry out all of its other obligations in respect of the Site other than on those parts of the relevant Key State Roads in respect of which Project Co's access has been suspended; and
  - (ii) Project Co will not be entitled to make any Claim against the State, arising in connection with the exercise by the State of its rights under section 5(f).

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## 6. FMS during Construction

- (a) The existing FMS on the West Gate Freeway must be maintained in place so that it remains operational for as long as possible during the carrying out of the Works.
- (b) Project Co must ensure that the FMS forming part of the Works on the West Gate Freeway is erected and made operable at the earliest possible time to assist with traffic management.
- (c) Subject to sections 6(a) and 6(b), Project Co may remove the existing FMS to allow the Works to proceed.

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## 7. Incident Response and Maintenance on the West Gate Freeway

From 24 February 2018, Project Co will be responsible for carrying out maintenance in accordance with the requirements of section 6 of Part F6, including all aspects of the FMS, for the West Gate Freeway in both directions.

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## 8. Incident Response on the Service Area

- (a) On and from the later of the date which is 4 months after Financial Close and 1 May 2018, until West Gate Tunnel Completion, Project Co must:
  - (i) provide Incident Response Services in accordance with this section 8 of Part H22 for the Service Area; and
  - (ii) maintain the Agreed Resource Allocation.
- (b) For the purposes of this section 8 of Part H22:
  - (i) **Additional Resources** means:
    - A. tip truck with operator;
    - B. sweeper with operator;
    - C. elevated work platform; or
    - D. general utility vehicle with crew,(or any of them together as the context requires).
  - (ii) **Agreed Resource Allocation** means the number of incident response patrols for the Service Area as follows:

Day	Time	Incident Response Patrols
Monday - Friday	0:00 - 6:15	2
	6:15 - 19:00	4
	19:00 - 0:00	2
Saturday	0:00 - 8:00	2
	8:00 - 19:00	3
	19:00 - 0:00	2

Day	Time	Incident Response Patrols
Sunday / Public Holidays	0:00 - 9:00	2
	9:00 - 19:00	3
	19:00 - 0:00	2

(iii) **Contracted Resources** means a specialist external contractor required to assist in the remediation of an incident, including:

- A. mobile crane;
- B. prescribed work removalist;
- C. decontamination specialist; or
- D. traffic management contractor,

(or any of them together as the context requires).

(iv) **Incident Response Services** means the services set out in Schedule 3 .

(v) **Planned Events** means any event planned by or with the consent of VicRoads in the Service Area including planned road works, planned road and lane closures, planned or advertised civil disobedience and public events.

(vi) **Response Time** means the amount of time which could reasonably be expected to have been taken by a reasonable road incident response service provider having regard to:

- A. the impact of the Works on the performance of the Incident Response Services; and
- B. the Agreed Resource Allocation.

(vii) **Service Area** means the live trafficable lanes and, to the extent not occupied, fenced or otherwise controlled by Project Co, the shoulders and emergency stopping bays, of:

- A. the M80 interchange between east of the southern expansion joint of the Pipe Road bridge and the West Gate Freeway mainline;
- B. the Princes Freeway between the drainage culvert west of Gordon Luck Avenue and the West Gate Freeway mainline;
- C. the West Gate Freeway mainline until Williamstown Road (Yarraville);
- D. the West Gate Freeway on-ramps from each of the following adjoining Roads:
  - 1) Melbourne Road (Spotswood);
  - 2) Millers Road (Brooklyn and Altona North); and
  - 3) Grieve Parade (Brooklyn and Altona North),



to the West Gate Freeway mainline; and

E. the West Gate Freeway off-ramps until the stop line at each of the following adjoining Roads:

- 1) Williamstown Road (Yarraville);
- 2) Millers Road (Brooklyn and Altona North); and
- 3) Grieve Parade (Brooklyn and Altona North),

in each case, to the extent such lanes are within the Construction Areas and excluding, for the avoidance of doubt, any Roads, parts of the West Gate Freeway and any off-ramps or on-ramps east of Williamstown Road (Yarraville).

- (c) For the avoidance of doubt, this section 8 is not subject to the access requirements set out in sections 1 to 6 of this Part H22.

## **Schedule 1 – Lane Closure Schedules**









## Footscray Road Lanes Available for Closure

### Footscray Road eastbound - 2 lane section near Shepherd Bridge

	Inbound (Eastbound)																									
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM		
Monday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Monday
Tuesday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Tuesday
Wednesday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Wednesday
Thursday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Thursday
Friday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Friday
Saturday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Saturday
Sunday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Sunday

### Footscray Road westbound - 2 lane section near Shepherd Bridge

	Outbound (Westbound)																									
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM		
Monday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Monday
Tuesday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Tuesday
Wednesday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Wednesday
Thursday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Thursday
Friday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Friday
Saturday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Saturday
Sunday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Sunday

**Legend**

Zero Lanes	0
One Lanes	1
Two Lanes	2
Three Lanes	3
Four Lanes	4

Diagram H22.6

### Footscray Road Lanes Available for Closure

**Footscray Road eastbound - 4 lane sections between Maribyrnong River and Moonee Ponds Creek**

	Inbound (Eastbound)																									
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM		
Monday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Monday
Tuesday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Tuesday
Wednesday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Wednesday
Thursday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Thursday
Friday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Friday
Saturday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Saturday
Sunday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Sunday

**Footscray Road westbound - 4 lane sections between Maribyrnong River and Moonee Ponds Creek**

	Outbound (Westbound)																									
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM		
Monday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Monday
Tuesday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Tuesday
Wednesday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Wednesday
Thursday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Thursday
Friday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Friday
Saturday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Saturday
Sunday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Sunday

**Legend**

Zero Lanes	0
One Lanes	1
Two Lanes	2
Three Lanes	3
Four Lanes	4

Diagram H22.7

### Footscray Road Lanes Available for Closure

Footscray Road eastbound - 3 lane sections between Maribyrnong River and Moonee Ponds Creek

	Inbound (Eastbound)																								
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	
	0	30	0	30	0	30	0	30	0	30	0	30	0	30	0	30	0	30	0	30	0	30	0	30	
Monday	1																								Monday
Tuesday	1																								Tuesday
Wednesday	1																								Wednesday
Thursday	1																								Thursday
Friday	1																								Friday
Saturday	1																								Saturday
Sunday	1																								Sunday

Footscray Road westbound - 3 lane sections between Maribyrnong River and Moonee Ponds Creek

	Outbound (Westbound)																								
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	
	0	30	0	30	0	30	0	30	0	30	0	30	0	30	0	30	0	30	0	30	0	30	0	30	
Monday	1																								Monday
Tuesday	1																								Tuesday
Wednesday	1																								Wednesday
Thursday	1																								Thursday
Friday	1																								Friday
Saturday	1																								Saturday
Sunday	1																								Sunday

**Legend**

Zero Lanes	0
One Lanes	1
Two Lanes	2
Three Lanes	3
Four Lanes	4



Diagram H22.8

### Footscray Road Lanes Available for Closure

**Footscray Road eastbound - 4 lane section between Moonee Ponds Creek and Little Docklands Drive**

	Inbound (Eastbound)																									
	12:00 AM 0 30	1:00 AM 0 30	2:00 AM 0 30	3:00 AM 0 30	4:00 AM 0 30	5:00 AM 0 30	6:00 AM 0 30	7:00 AM 0 30	8:00 AM 0 30	9:00 AM 0 30	10:00 AM 0 30	11:00 AM 0 30	12:00 PM 0 30	1:00 PM 0 30	2:00 PM 0 30	3:00 PM 0 30	4:00 PM 0 30	5:00 PM 0 30	6:00 PM 0 30	7:00 PM 0 30	8:00 PM 0 30	9:00 PM 0 30	10:00 PM 0 30	11:00 PM 0 30		
Monday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Monday
Tuesday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Tuesday
Wednesday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Wednesday
Thursday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Thursday
Friday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Friday
Saturday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Saturday
Sunday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Sunday

**Footscray Road westbound - 4 lane section between Moonee Ponds Creek and Little Docklands Drive**

	Outbound (Westbound)																									
	12:00 AM 0 30	1:00 AM 0 30	2:00 AM 0 30	3:00 AM 0 30	4:00 AM 0 30	5:00 AM 0 30	6:00 AM 0 30	7:00 AM 0 30	8:00 AM 0 30	9:00 AM 0 30	10:00 AM 0 30	11:00 AM 0 30	12:00 PM 0 30	1:00 PM 0 30	2:00 PM 0 30	3:00 PM 0 30	4:00 PM 0 30	5:00 PM 0 30	6:00 PM 0 30	7:00 PM 0 30	8:00 PM 0 30	9:00 PM 0 30	10:00 PM 0 30	11:00 PM 0 30		
Monday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Monday
Tuesday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Tuesday
Wednesday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Wednesday
Thursday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Thursday
Friday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Friday
Saturday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Saturday
Sunday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Sunday

**Legend**

Zero Lanes	0
One Lanes	1
Two Lanes	2
Three Lanes	3
Four Lanes	4

Diagram H22.9

## Wurundejri Way Lanes Available for Closure

### Wurundejri Way southbound between Dudley Street and Flinders Street

	Inbound (Southbound)																															
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM								
Monday	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Monday
Tuesday	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Tuesday
Wednesday	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Wednesday
Thursday	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Thursday
Friday	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Friday
Saturday	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Saturday
Sunday	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Sunday

### Wurundejri Way northbound between Dudley Street and Flinders Street

	Outbound (Northbound)																															
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM								
Monday	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Monday
Tuesday	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Tuesday
Wednesday	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Wednesday
Thursday	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Thursday
Friday	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Friday
Saturday	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Saturday
Sunday	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Sunday

**Legend**

Zero Lanes	0
One Lanes	1
Two Lanes	2
Three Lanes	3
Four Lanes	4

Diagram H22.10

## Dudley Street / Wurundejri Way Lanes Available for Closure

### Wurundjeri Way / Dudley Street eastbound between Footscray Road and Adderley Street

	Inbound (Southbound)																									
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM		
Monday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Monday
Tuesday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Tuesday
Wednesday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Wednesday
Thursday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Thursday
Friday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Friday
Saturday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Saturday
Sunday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Sunday

### Wurundjeri Way / Dudley Street westbound between Footscray Road and Adderley Street

	Outbound (Northbound)																									
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM		
Monday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Monday
Tuesday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Tuesday
Wednesday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Wednesday
Thursday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Thursday
Friday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Friday
Saturday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Saturday
Sunday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Sunday

**Legend**

Zero Lanes	0
One Lanes	1
Two Lanes	2
Three Lanes	3
Four Lanes	4

## Schedule 2 – Major Events

- (a) CityLink / West Gate Freeway – Run for the Kids;
- (b) Moonee Valley Racecourse – Cox Plate;
- (c) Flemington Racecourse – Melbourne Cup / Spring Racing Carnival;
- (d) MCG and Etihad Stadium – AFL Finals;
- (e) Melbourne Showgrounds – The Royal Melbourne Show;
- (f) MCG – any events with an expected crowd in excess of 50,000 people;
- (g) Etihad Stadium - any events with an expected crowd in excess of 30,000 people;
- (h) MCG and Etihad Stadium – International Cricket matches;
- (i) Albert Park – Melbourne Grand Prix;
- (j) Melbourne Events and Convention Centre - any major events; and
- (k) Melbourne Park – Australian Open tennis.

Project Co must also be cognisant of any other major events in Melbourne including any high crowd drawing events at:

- (a) the Yarra Park Sports Precinct;
- (b) Albert Park; and
- (c) the Docklands Precinct,

when preparing CTMPs and WTMPs in relation to Key State Roads.

## **Schedule 3 – Incident Response Services Specification**

### **1.1 Surveillance**

Project Co must undertake routine surveillance and traffic control activities including:

- (a) debris and foreign object inspections in respect of the Service Area consistent with existing CityLink practice; and
- (b) logging and reporting of all incidents (other than Planned Events) within the Service Area.

### **1.2 Response phase**

(a) Project Co must provide services to make safe and clear incidents involving:

- (i) minor accidents;
- (ii) breakdowns (mechanical failure, flat tyre, out of fuel);
- (iii) minor spills;
- (iv) debris in a hazardous location (including any running lane within the Service Area);
- (v) prohibited users; and
- (vi) stray animals (excluding major incidents involving live stock).

(b) In performing the above services Project Co must provide short term traffic management services as required.

(c) Project Co may (subject to complying with the Law) elect to have a vehicle towed to a safe location rather than work in a hazardous location.

### **1.3 Response times**

Project Co must perform the Incident Response Services:

- (a) regularly and diligently and in a timely manner in accordance with this Agreement; and
- (b) in accordance with the Response Time.

## Schedule 4 – WTMP Stakeholder Communications and Media Advertising for full freeway carriageway closures

### 1. Context and communication objectives

Provide a high-level overview that frames the situation, including relevant information about the works, traffic impacts and other works in the area. Outline the communications and engagement approach and objectives.

### 2. Traffic impacts

Select traffic impacts associated with the WTMP.

<u>Traffic impact</u>	<u>Select</u>
<u>Carriageway or Freeway closure (1-2 consecutive nights)</u>	
<u>Carriageway or Freeway closure (3 or more nights)</u>	
<u>Other combined freeway and arterial closures (please specify):</u>	

### 3. Risks and mitigations

Outline the key risks and mitigations being implemented to address impacts on stakeholders, motorists and adjacent businesses and residents, and residents on detour routes. Those mitigations could include, but are not limited to, changes to work methodology to reduce impacts, timing of works, proactive communication with impacted stakeholder and potential respite options.

<u>Risks</u>	<u>Mitigation (note the list below are indicative examples.</u>
<u>Residents on detour routes impacted by additional traffic impacts during multiple closures</u>	<u>Examples to be considered include but are not limited to respite in the form of noise cancelling headphones, white noise machine or relocation as needed</u>
<u>Speeding on detour routes during multiple closures</u>	<u>Example mitigations include: VMS reminding drivers to follow the speed limit Direct Engagement with VTA and location police</u>
<u>Business access restricted or made difficult</u>	<u>Early engagement with businesses Make materials available for businesses to inform their customers, suppliers and drivers Local trader awareness/engagement</u>
<u>(Insert others as needed)</u>	

### 4. Stakeholder communication

List the key communication and engagement actions to be completed: (i) ahead of, (ii) during and (iii) at the completion of the works. This would include for both traffic impacts and detour impacts. Note the Stakeholders listed below are indicative only

<u>Stakeholder</u>	<u>Key concerns</u>	<u>Communication</u>	<u>Lead</u>	<u>Timeframe</u>
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		<a href="#">tools</a>		
<a href="#">Councils</a>				
<a href="#">Road users</a>				
<a href="#">Business owners</a>				
<a href="#">Any other relevant stakeholder</a>				

## 5. Stakeholder communication materials checklist

*The communications materials below are required for this WTMP. Provide final draft for review and/or approval by WTMP Rev 0 in line with the matrix below*

<a href="#">Carriageway or Freeway closure (1-2 consecutive nights)</a>	<a href="#">VMS</a> <a href="#">Information for WGTP and Big Build websites</a> <a href="#">Project social media channels</a> <a href="#">Weekly traffic alert email</a> <a href="#">Stakeholder email works alert</a> <a href="#">Media and newsletter content</a> <a href="#">Radio advertising (light)</a> <a href="#">Boosted social media</a>	<a href="#">5 business days *</a>	<a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">Project Co</a> <a href="#">Project Co</a>
<a href="#">Carriageway or Freeway closure (3+ consecutive nights)</a>	<a href="#">VMS</a> <a href="#">Information for WGTP and Big Build websites</a> <a href="#">Project social media channels</a> <a href="#">Supporting images and video content</a> <a href="#">Stakeholder traffic alert email</a> <a href="#">Stakeholder email works alert</a> <a href="#">Stakeholder briefing support materials (e.g. key messages, Q&amp;As, powerpoint slides)</a> <a href="#">Media and newsletter content</a> <a href="#">Works notification with detour map and distribution map to residents and businesses on detour routes</a> <a href="#">Radio advertising (medium)</a> <a href="#">Boosted social media</a>	<a href="#">10 business days *</a> <a href="#">10 business days *</a> <a href="#">10 business days *</a> <a href="#">Once a week</a> <a href="#">15 business days *</a> <a href="#">10 business days *</a> <a href="#">10 business days*</a>  <a href="#">10 business days</a> <a href="#">10 business days</a>  <a href="#">10 business days *</a> <a href="#">10 business days *</a>	<a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a>  <a href="#">CBPJH</a> <a href="#">CBPJH</a>  <a href="#">Project Co</a> <a href="#">Project Co</a>
<a href="#">Other combined freeway and arterial closures</a>	<a href="#">VMS</a> <a href="#">Information for WGTP and Big Build websites</a> <a href="#">Project social media channels</a> <a href="#">Supporting images and video content</a> <a href="#">Stakeholder traffic alert email</a> <a href="#">Stakeholder email works alert</a> <a href="#">Stakeholder briefing support materials (eg. key messages, Q&amp;As, powerpoint slides)</a> <a href="#">Media and newsletter content</a>	<a href="#">10 business days *</a> <a href="#">10 business days *</a> <a href="#">10 business days *</a> <a href="#">Once a week</a> <a href="#">10 business days *</a> <a href="#">10 business days *</a> <a href="#">10 business days*</a>  <a href="#">10 business days*</a>	<a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a> <a href="#">CPBJH</a>  <a href="#">CBPJH</a>

	<a href="#">Works notification with detour map and distribution map to residents and businesses on detour routes</a> <a href="#">Radio advertising (medium)</a> <a href="#">Boosted social media</a>	<a href="#">10 business days*</a>  <a href="#">10 business days *</a> <a href="#">10 business days *</a>	<a href="#">CBPJH</a>  <a href="#">Project Co</a> <a href="#">Project Co</a>
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\*Timeframes that must not occur until relevant WTMP/TMP extract has been approved by State and undertaken prior to works (in accordance with PSR Part F6, Section 7.2 (e)-(f)).

## **6. Media advertising**

Provide schedule of advertising to be implemented, including media outlets/publications, frequency and dates of placement, and date advertising will commence prior to start of work.

## **7. Key messages and Q&As**

Focus on the key issues stakeholders are likely to be concerned about.



## Part H23 - Port of Melbourne 'usual requirements'

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### 1. Application

- (a) For the purposes of this Part H23, the term "Port Licensed Area" has the meaning given to the term 'Licensed Area' in the WGT Road Licence.
- (b) The requirements of this Part H23 apply only to that part of the Works and the D&C Activities within or applicable to the Port Licensed Area.
- (c) This Part H23 does not limit the requirements of any other State Project Document.

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### 2. Design requirements

Project Co must ensure that:

- (a) all pavements must be designed for vehicles with a gross vehicle mass of 120 tonnes and a traffic volume of 10,000 vehicles per day for design year 2031 with 70% HCV;
- (b) a separate single right turn lane with adequate storage for not less than two B-Triple vehicles is provided to the MacKenzie Road entry ramp; and
- (c) left turn lanes with adequate storage capacity for not less than three B-Triple vehicles are provided to the MacKenzie Road entry ramp.

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### 3. Design reviews

- (a) Project Co must consult with the Port Manager during the design of the Works.
- (b) The Certified Design Documentation for the Works must include the design verification records required under section 2.6(c) of Part F5.

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### 4. Construction standards

- (a) All construction must be carried out to meet the requirements of the VicRoads Standard Specifications for Roadworks and Bridgeworks – Category A testing applies.
- (b) Examination and testing must be in accordance with VicRoads standards.

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### 5. As-Constructed Documents

Prior to Handback, Project Co must provide copies of the following to the Port Manager:

- (a) As-Built Records;
- (b) copies of all IFC Design Documentation;
- (c) Maintenance Manuals;
- (d) construction quality records; and
- (e) manufacturer warranty certificates.

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## **6. Quality Management System Requirements**

The Works must be carried out in accordance with a quality system that meets the requirements of AS/NZS ISO 9001.

## Part H24 – M80 Interface Design Activities Requirements

### 1. M80 Interface Design Activities Requirements

For the purposes of carrying out the M80 Interface Design Activities:

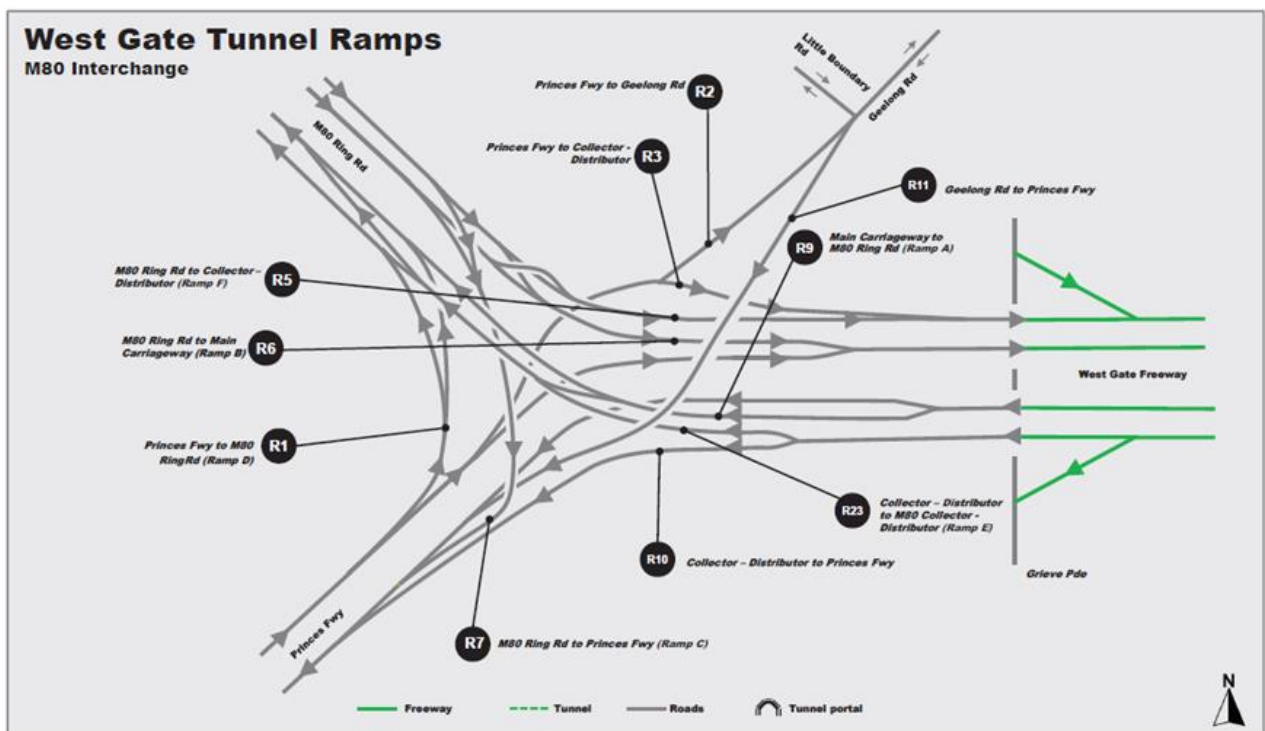
- (a) Table A.1 of Part A is amended to include the following defined term:

**M80 Interface Design Activities** means the design of the works as set out in Part K19.

- (b) the row corresponding to Ramp R12 in Table A.2 of Part A is deleted and replaced with a new row as follows:

R23	Westbound collector-distributor carriageway to westbound main carriageway/M80 Ring Road
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- (c) Diagram A.1 of Part A is deleted and replaced with a new diagram as follows:

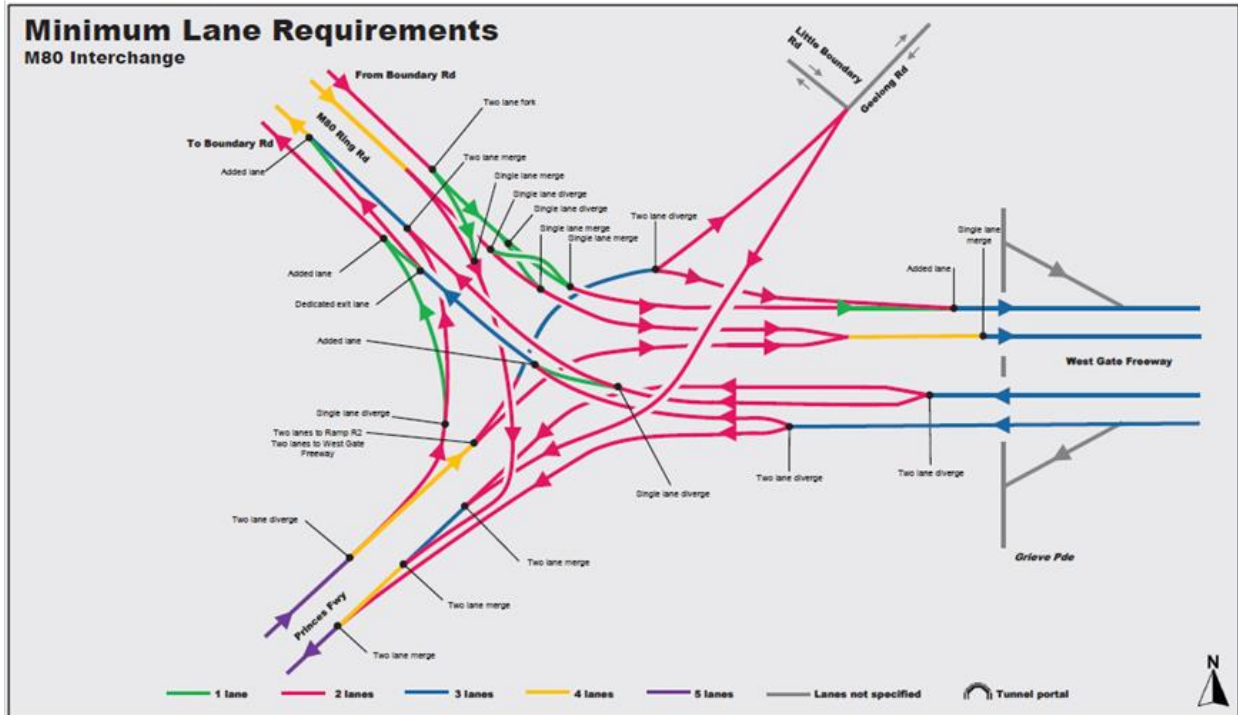


- (d) the row corresponding to the M80 in Table B.2 of Part B is deleted and replaced with a new row as follows:

M80	<p>Pavement</p> <p>The extent of works is east of Chainage MB-1365 for the outbound carriageway and east of Chainage CB-1430 for the inbound carriageway.</p> <p>Drainage</p>
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The extent of works is east of Chainage MB-1365 for the outbound carriageway and east of Chainage CB-1430 for the inbound carriageway.

- (e) the diagram corresponding to the M80 interchange in Diagram H1.1 of Part A is deleted and replaced with a new diagram as follows:



- (f) Section 6 of Part H13 is deleted and replaced with "not used".
- (g) Table H18.1 of Part H18 is deleted and replaced with a new table as follows:

Freeway Section	From	To
Princes Freeway eastbound	2,050m west along the carriageway from the Doherty's Road overpass	M80 interchange
M80 Ring Road southbound	Nil	Nil

- (h) Part H20B 3.1(a) is deleted and replaced as follows:
- (a) the urban design treatments of Ramps R5 and R23 must be as set out in Table H20B.2.

Table H20B.2 – M80 Interchange urban design treatment

Bridge	Element	urban design treatment
Ramp R23 Bridge	Parapets	Off-white with 'relief' pattern
	Abutments	<ul style="list-style-type: none"> <li>▪ West abutment – M80 Upgrade (Peter Elliot) design painted in M80 Upgrade colours (constructed by the M80 Contractor)</li> <li>▪ East abutment – New WGT Project RE wall panel cladding with 'relief' pattern</li> </ul>
	Superstructure	<ul style="list-style-type: none"> <li>▪ Steel beams painted black</li> <li>▪ Crossheads painted black</li> </ul>
	Piers	Piers clad in stainless steel
Ramp R5 Bridge	Parapets	Off-white with 'relief' pattern
	Abutments	<ul style="list-style-type: none"> <li>▪ West abutment – New spill through / rock beaching to match existing (constructed by the M80 Contractor)</li> <li>▪ East abutment – New spill through / rock beaching to match existing</li> </ul>
	Superstructure	<ul style="list-style-type: none"> <li>▪ Steel beams painted black</li> <li>▪ Crossheads painted black</li> </ul>
	Piers	Piers clad in stainless steel
Retaining Walls		Feature precast cladding with black, grey and white relief pattern

(i) Table I.1 of Part I is amended to include the following additional Agreed Exceptions:

1.	Ramp R9	AUSTROADS Guide to Road Design, Part 3 Table 5.5	Minimum truck stopping sight distance may be based on 70km/h design speed and shall be maximised to the extent possible.
2.	Ramp R9	Part B Table B.5	Minimum truck stopping sight distance may be based on 70km/h design speed and shall be maximised to the extent possible.
3.	Ramp R7	AUSTROADS Guide to Road Design, Part 3 Table 5.5	<p>Minimum truck stopping sight distance may be based on 60km/h design speed and shall be maximised to the extent possible.</p> <p>Minimum car stopping sight distance may be based on 70km/h design speed and shall be maximised to the extent possible.</p>
4.	Ramp R7	Part B Table B.5	<p>Minimum truck stopping sight distance may be based on 60km/h design speed and shall be maximised to the extent possible.</p> <p>Minimum car stopping sight distance may be based on 70km/h design speed and shall be maximised to the extent possible.</p>

5.	Ramp R23	AUSTROADS Guide to Road Design, Part 3 Table 5.5	Minimum truck stopping sight distance may be based on 70km/h design speed and shall be maximised to the extent possible.
6.	Ramp R23	Part B Table B.5	Minimum truck stopping sight distance may be based on 70km/h design speed and shall be maximised to the extent possible.
7.	Ramp R23	AUSTROADS Guide to Road Design Part 3 Table 7.13	Curve widening is not required.
8.	Ramp R23	Part B Table B.7	Containment barriers on structures over roads are to be medium level.
9.	Ramps in the M80 interface design activities.	Part H5Section 1(a)	Project Co is not required to demonstrate compliance with Part H5 for ramps in the M80 interface as part of the M80 Interface Design Activities.
10.	Existing spill-through abutments on the east abutments of Ramp R23 Bridge	PSR Part B Section 4.1(u)(i)	Access for future maintenance of abutments and bearings may be undertaken with an elevated work platform.
11.	Existing spill-through abutments on the east abutments of Ramp R5 Bridge	PSR Part B Section 4.1(u)(i)	Access for future maintenance of abutments and bearings may be undertaken with an elevated work platform.
12.	Existing spill-through abutments on the east abutments of Ramp R6	PSR Part B Section 4.1(u)(i)	Access for future maintenance of abutments and bearings may be undertaken with an elevated work platform.
13.	Merge of Ramp 6 at Ramp 11 Structure	PSR Part B Section 5.10	To the extent that the vertical geometry (crest curve) on the existing Ramp 6 bridge, Existing Geelong Road bridge (R11) northern abutment and pier and Upstream M80 ramp geometry (as it affects the location of Ramp 6/K merge nose), present design constraints to achieving PSR requirements in regard to the sight distance requirements for entry ramps, the sight distance shall be maximised to the extent possible having regard to these constraints. At a minimum, the single lane freeway merge of Ramp 6/K AUSTROADS GTRD Part 4 C (100/70/80m) arrangement will be adopted.
14.	Merge of Ramp 6 at Ramp 11 Structure	PSR Part B Section 5.12	To the extent that the vertical geometry (crest curve) on the existing Ramp 6 bridge, Existing Geelong Road bridge (R11) northern abutment and pier and Upstream M80 ramp geometry (as it affects the location of Ramp 6/K merge nose), present design constraints to achieving PSR requirements in regard to the sight distance requirements for entry ramps, the sight distance shall be maximised to the extent possible having regard to these constraints. At a minimum, the entry ramp nose sight distance for the single lane freeway merge of Ramp 6/K AUSTROADS GTRD Part 4C Section 7.4 arrangement will be

			adopted.
15.	Merge of Ramp 6 at Ramp K	AUSTROADS Guide to Road Design, Part 4C Table 7.2	To the extent that the vertical geometry (crest curve) on the existing Ramp 6 bridge, Existing Geelong Road bridge (R11) northern abutment and pier and Upstream M80 ramp geometry (as it affects the location of Ramp 6/K merge nose), present design constraints to achieving PSR requirements in regard to the run-out area at the end of the merge, the run out area shall be optimised to the extent possible having regard to these constraints. At a minimum the entry ramp nose sight distance for the single lane freeway merge of Ramp 6/K shall be 4 s of travel at respective operating speeds on each carriageway prior to the nose, in accordance with AUSTROADS GTRD Part 4C Section 7.4 Table 7.2. Appropriate mitigating measures will be investigated for implementation to ensure that risks associated with adopting this criteria are managed.
16.	Ramp R5	Part B Table B.7	Containment barriers on structures over roads are to be medium level.

## Part H25 – Detailed Design Documentation

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### 1. Detailed Design Documentation

- (a) Detailed Design Documentation must be submitted to the State and the IREA in accordance with this Part H25.
- (b) Detailed Design Documentation must include:
  - (i) an updated version of the preliminary design reports relating to the Detailed Design Packages that were submitted in accordance with the Western Distributor Commitment Deed which:
    - A. is consistent with the Concept Design and the Detailed Design Packages;
    - B. confirms any changes to the Detailed Design Packages since the initial preliminary design reports were submitted;
    - C. demonstrates how comments provided on the Detailed Design Packages, including all comments provided under clause 12.4 of the Western Distributor Commitment Deed, have been addressed; and
  - (ii) all necessary drawings, reports and specifications to adequately define the detailed design and demonstrate that the relevant elements of the Freeway are wholly contained within the Leased Area.
- (c) The Detailed Design Documentation must be submitted to the IREA, the State and any relevant Facility Owner and those parties must be allowed ten Business Days (or such longer period as contemplated by a Direct Interface Agreement, Rail Projects Agreement, Interstate Infrastructure Lease or the WGT Rail Licence) to provide comments.
- (d) Any comments received from the IREA, the State and any relevant Facility Owner must be considered by Project Co when developing the relevant Certified Design Documentation.



## Part I - Agreed Exceptions

Table I.1

Ref No.	Location	PSR Ref or standard	Requirement
1.	West Gate Freeway	Part B, Section 3.2(b)	Where existing drainage along the West Gate Freeway is: <ul style="list-style-type: none"> <li>specified in drawings WDT-AJJ-DRG-200-000-320-CON-601 to WDT-AJJ-DRG-200-000-320-CON-614 of the Concept Design to be retained; and</li> <li>located at a depth of greater than 2 metres,</li> </ul> the relevant existing drainage may be retained provided that the pipework is grouted to be fully sealed.
2.	Cherry's Main Drain	Part B, Section 4.1(j) Provision of approach slab	Not applicable.
3.	Francis Street / Hyde Street intersection	Part B, Section 5.2, Table B.3	Table B.3 to apply to the south to east and east to south movements only at this location.
4.	CityLink southbound to West Gate Freeway westbound entry to the West Gate Freeway	Part B, Section 5.4, Table B.4	At this location, Table B.4 does not apply provided that sight distances are to be maximised without ramp realignment or widening. The standard to be included should be based on a 2.0s reaction time.
5.	Federation Trail Shared User Path – identified locations between Millers Road and Newport Rail Line	Part B, Section 7(a) AUSTROADS Guide to Road Design, Part 6A Cl.7.7.1. See Table 3 “Horizontal Alignment”	Where the widths of the existing Federation Trail shared use path have been identified as being maintained on drawing WDT-AJJ-DRG-100-000-300-CON-119 of the Concept Design, the relevant shared use path width may be maintained to the extent that: <p>(a) the shared use path width as required under the PSR cannot be achieved without:</p> <p>(i) amendment of the Land Availability Plans to include additional parcels of land; or</p> <p>(ii) additional impacts to the existing 220kV transmission line towers along the West Gate Freeway; and</p> <p>(b) the existing width of the shared use path is greater than or equal to 2.8m.</p>

Ref No.	Location	PSR Ref or standard	Requirement
6.	Cable stay bridge over Footscray Road and the Veloway	Part B, Section 7(e)	As shown on the Concept Design, the shared use path cable stay bridge over Footscray Road and the Veloway pavement will be steel plate or alternative light weight material with an appropriate coating (Safe step 100 or approved equivalent) that provides a suitable ride quality and skid resistance and does not require unscheduled maintenance.
7.	Existing Federation Trail between Old Geelong Road / Kororoit Creek intersection and Millers Road	Part B, Section 7	The widths and grade line of the existing SUP may be maintained and the SUP may incorporate a flexible pavement.
8.	Cut and cover tunnels	Part C, Section 13.4(c)	Following section applies in place of section 13.4(c) (d) Where there is localised enlargement of the tunnel cross section up to 220 metres long, the minimum critical air velocity requirement will only apply at the adjacent uniform tunnel sections, provided that in such cases Project Co must meet all other requirements of the PSR and approvals including demonstrating that the proposed design solution has no impacts on the safety of the tunnel users during an incident.
9.	Bradmill Site, Precinct 15, Digital Harbour and 637 Melbourne Road	Part B, Section 18.3(a)	The requirements of section 18.3(a) of Part B do not apply to: (a) 355-359, 361-367 and 371-383 Francis Street, Yarraville ( <b>Bradmill Site</b> ); (b) the land between Blackshaws Road, the West Gate Freeway, Kyle Road and New Street, Altona North excluding the Brooklyn Terminal Station at 70 – 84 Kyle Road, Altona North ( <b>Precinct 15</b> ); (c) the land bounded by Wurundjeri Way to the north and east, La Trobe Street to the south and Harbour Esplanade to the west ( <b>Digital Harbour</b> ); and (d) 637 Melbourne Road, Spotswood 3015.
10.	Wurundjeri Way / Dynon Link	Part H1, Section 1.3 Table H1.1	Width of turn lanes to be as follows: from Wurundjeri Way southbound to Bourke Street westbound turning (2 lanes) lanes to be 3.0 m subject to the turning lanes designed to cater for one B-Double (26m) and one car turning concurrently from the lanes; and from Wurundjeri Way northbound to Bourke Street westbound match existing turning lane width of 2.8 m.

Ref No.	Location	PSR Ref or standard	Requirement
11.	At identified locations	Part H16, Section 1(a)(ii)B	Where constrained, retaining walls at the toe/top of the batter are to be on the boundary at the locations identified on drawings: WDT-AJJ-DRG-100-000-300-CON-0112 to 0119; WDT-AJJ-DRG-100-000-300-CON-0123; and WDT-AJJ-DRG-100-000-300-CON-0151, of the Concept Design.
12.	Bridge Strengthening Stitching between the proposed structure and existing CityLink (incl Footscray Road exit ramp) bridge where the deck consist of transverse prestress  Widening of the existing piers for the existing Footscray Road Bridge at Appleton Dock Road	Reference Document, VicRoads publication, Technical Note BTN 2012/002 from October 2012	Bonded anchors may be used at the identified locations where it is not practical to break back the existing structure and Project Co demonstrating that there are no viable alternative to bonded anchors.  The bonded anchors must be designed and constructed in accordance with VicRoads publication, Technical Note BTN 2012/002 from October 2012 and must be designed so as to be capable of achieving a moment connection and be checked at Serviceability Limit State (as defined in AS5100) to ensure a maximum crack width of 0.3mm at the surface of the member.
13.	West Gate Freeway and M80	Reference Document, VicRoads publication: Section 204, Clause 204.07(b)  Materials that exhibit swells of 2.5% or greater are not permitted in the zone 400mm below pavement capping	Agreed Exception to Reference Document Section 204, Clause 204.07(b) as follows: Existing material with swell >2.5% is permitted in the zone below pavement capping subject to pavement design and pavement thickness (including capping) 1m or greater in accordance with Technical Note RC500.22.  This Agreed Exception is subject to the embankment being protected by: (a) replacing the existing drainage system, including backfill in accordance with the PSR; (b) a minimum pavement cover of 1 m over the expansive soils; (c) placement of a capping layer (low permeability material) across the full formation width to protect the expansive subgrade; (d) embankment and carriageway widening (fill construction) will be constructed with conforming Type B materials (low Swell < 2.5%, CBR ≥ 3% as per the PSR). The new Type B materials must extend the full width of widened embankment between the interface with the existing earthworks to the outer batter slope of the embankment

Ref No.	Location	PSR Ref or standard	Requirement
			<p>(excluding topsoil/cultivated zones required for landscaping). The new Type B materials must have a permeability no greater than <math>1 \times 10^{-7}</math> m/s;</p> <p>(e) relevant landscape design must consider appropriate plant selection to reduce the expected impact of new plant roots on moisture variation in the embankment; and</p> <p>(f) scarification, moisture conditioning and re-compaction of the exposed stripped surface to maintain the re-compacted layer at a moisture ratio of between 90% and 110% up until placement of the overlying material.</p> <p>Where a proof roll in accordance with VicRoads publications Section 173 Clause 173.03 cannot be achieved for the re-compacted layer contemplated under paragraph (f) at the specified moisture ratio in paragraph (f), compliance with a proof roll in accordance with VicRoads publications Section 173 Clause 173.03(b) is not required to be achieved, provided that:</p> <p>(g) a proof roll in accordance with VicRoads publications Section 173 Clause 173.03(a) is performed and any identified unstable or overly wet material within the subgrade (including any material that displays yielding, cracking, rutting, instability or permanent deformation) is replaced with moisture conditioned Type B materials or other approved materials; and</p> <p>(h) for the avoidance of doubt, the proof roll for all subsequent layers within the pavement (including the capping layer) must achieve compliance with VicRoads publications Section 173 Clause 173.03 (b).</p>
14.	West Gate Freeway and M80	Reference Document, VicRoads publication: Section 204, Clause 204.14 Frequency of Testing, Part (a)(i) CBR and Percentage Swell	<p>Agreed Exception to Reference Document Section 204, Clause 204.14 Frequency of Testing, Part (a)(i) CBR and Percentage Swell as follows:</p> <p>The Agreed Exception is applicable to the subgrade CBR testing regime for the West Gate Freeway and M80 pavements with a CBR design of 1.5%.</p> <p>The method and frequency of pre-construction investigations, sampling and laboratory testing to confirm the required CBR must be agreed with the Independent Reviewer and Environmental Auditor, and must account for the potential variability of the existing fill materials.</p> <p>The pre-construction sampling and testing will include at a minimum:</p> <ul style="list-style-type: none"> <li>• soil suction testing and development of representative soil suction profiles;</li> <li>• CBR and CBR swell tests (includes laboratory compaction);</li> </ul>

Ref No.	Location	PSR Ref or standard	Requirement
			<ul style="list-style-type: none"> <li>• Atterberg limits tests (LL,PL,LS);</li> <li>• moisture content tests;</li> <li>• particle size distribution tests; and</li> <li>• dynamic cone penetrometer tests.</li> </ul> <p>Areas with laboratory CBR lower than 1.5% or as otherwise determined unsuitable from the pre-construction testing shall be identified and treatments developed to the satisfaction of the Independent Reviewer and Environmental Auditor.</p> <p>Following the pre-construction investigations and testing, the acceptance criteria for the post compaction stage shall be developed and agreed with the Independent Reviewer and Environmental Auditor. These acceptance criteria shall at a minimum consider the following:</p> <ul style="list-style-type: none"> <li>• the relationship between CBR and laboratory compaction curves ;</li> <li>• post compaction dynamic cone penetrometer testing requirements; and</li> <li>• other relevant relationships between the field/laboratory testing data and the post compaction CBR requirements.</li> </ul> <p>In addition to any agreed acceptance criteria to confirm the design CBR of 1.5% is achieved, post compaction quality control testing must include routine compaction control (density) testing and moisture content testing, at the normal frequency required by the relevant Reference Document, as well as dynamic cone penetrometer testing.</p>
15.	CityLink southbound exit to Footscray Road	Reference Document, Austroads Guide to Road Design Part 4C: Interchanges, clause 7.3 Continuous sight distance through the exit equivalent to seven seconds of travel time	The auxiliary lane is to provide exit sight distances equivalent to five seconds of travel time subject to all other sight distance requirements being met.
16.	Ramp C2 - CityLink exit to West Gate Tunnel southbound	VicRoads Supplement to AUSTROADS Guide to Road Design, Part 6, Section 6.3.14.4 (b) states that "concrete barriers should not be located more than 4 metres from the edge of the trafficked lane as at larger angles of impact, the safety	The location of the concrete barrier for Ramp C2 may be a maximum of 5 metres from the edge of the trafficked lane on the inside of the curve, provided that appropriate treatment is provided to mitigate to an acceptable level the risk of the wide shoulder being mistaken for a traffic lane.

Ref No.	Location	PSR Ref or standard	Requirement
		profile becomes less effective and severity of impact increases."	
17.	Locations specified in the "Requirement" column	Section 18.3(e) of Part B	<p>Off road reservation attenuation treatments are permitted to the properties at the following addresses:</p> <ul style="list-style-type: none"> <li>(a) 1/2A Lynch Road, Brooklyn 3012;</li> <li>(b) 93 Millers Road, Altona North 3025 (2 Properties);</li> <li>(c) 37 Beevers Street, Altona North 3025;</li> <li>(d) 35 Beevers Street, Altona North 3025;</li> <li>(e) 37A Beevers Street, Altona North 3025;</li> <li>(f) 80 Millers Road, Brooklyn 3012;</li> <li>(g) 39 Beevers Street, Altona North 3025;</li> <li>(h) 2A Primula Avenue, Brooklyn 3012;</li> <li>(i) 2 Primula Avenue, Brooklyn 3012;</li> <li>(j) 8 Primula Avenue, Brooklyn 3012;</li> <li>(k) 2 Houston Court, Brooklyn 3012;</li> <li>(l) 1 Houston Court, Brooklyn 3012;</li> <li>(m) 2 Richards Court, Brooklyn 3012;</li> <li>(n) 1 Richards Court, Brooklyn 3012;</li> <li>(o) 2 Carlsson Court, Brooklyn 3012;</li> <li>(p) 1 Carlsson Court, Brooklyn 3012;</li> <li>(q) 635 Melbourne Road, Spotswood 3015;</li> <li>(r) 51A The Avenue, Spotswood 3015;</li> <li>(s) 50 The Avenue, Spotswood 3015;</li> <li>(t) 79 Bena Street, Yarraville 3013;</li> <li>(u) 80 Bena Street, Yarraville 3013;</li> <li>(v) 47 The Avenue, Spotswood 3015;</li> <li>(w) 45 The Avenue, Spotswood 3015;</li> <li>(x) 49 The Avenue, Spotswood 3015, and</li> <li>(y) Unit 1, 61 Kyle Road, Altona North 3025</li> </ul> <p>provided that the extent of noise walls as set out in the Concept Design is not reduced.</p>
18.	Ramp D2 / F2 Meter (Dynon Road westbound / Footscray Road westbound)	Table H7.2 of Part H7 and VicRoads Managed Freeways Ramp Signals Handbook	3 lanes must be provided at the stop line of Ramps D2 and F2.

Ref No.	Location	PSR Ref or standard	Requirement
19.	R6 bridge over R3 and West Gate Freeway Eastbound bridge over Williamstown Road	Section 3.1(d) of Part B	Replacement of existing pier bearings located within the joints of bridges containing halving joints is not required. Replacement of all abutment bearings are required subject to the relevant requirements of the PSR.
20.	Ultimate M80 Design - ramp from Eastbound West Gate Freeway Express Lanes to Northbound M80 Collector Distributor	Reference Document, Austroads Guide to Road Design Part 4C: Interchanges, clause 7.3 Continuous sight distance through the exit equivalent to seven seconds of travel time	The auxiliary lane is to provide exit sight distances equivalent to five seconds of travel time subject to all other sight distance requirements being met.
21.	Asphalt pavements where HV/lane $\geq$ 1,000 hvpd	VicRoads RC 500.22	Type SI asphalt with a minimum modulus of 5,000 MPa and maximum wheel rut depth of 6mm can be used within 100mm of the dense graded asphalt surface level.
22.	Hyde Street ramps	Table H1.1	The Ramp H2 lane cross sectional dimensions can begin merging to 3.0m outer shoulder, 3.5m traffic lane and 1.0m inner shoulder at chainage 5C-1060m.
23.	Emergency exits at the Veloway	Section 2(b) of Part H6	The emergency egresses from the Veloway may be stairs only, and compliance with DDA requirements are not required to these emergency egresses.
24.	Expansion joints and bearings on Western Link	Section of 3.1(d)(ii)A of Part B	<p>The expansion joints for Other Existing Bridges are not required to be replaced where they are located at:</p> <ul style="list-style-type: none"> <li>(a) pier H0 for Ramp F3;</li> <li>(b) pier G0 and G11 for the CityLink to Footscray Road exit ramp (southbound);</li> <li>(c) pier N50 for Western Link (northbound); and</li> <li>(d) pier S53 and S61 for Western Link (southbound).</li> </ul> <p>The bearings for Other Existing Bridges are not required to be replaced where they are located at:</p> <ul style="list-style-type: none"> <li>(e) pier H0, H1 and H2 for Ramp F3;</li> <li>(f) pier G0, G10 and G11 for the CityLink to Footscray Road exit ramp (southbound);</li> </ul>

Ref No.	Location	PSR Ref or standard	Requirement
			<p>(g) pier N50, N51 and N52 for Western Link (northbound); and</p> <p>(h) pier S53, S54, S60 and S61 for Western Link (southbound),</p> <p>provided that, based on a traffic design load of the higher of T44/L44 loading and the 62.5 tonne B-Double vehicle as defined in the relevant Reference Documents, the design loads on those bearings (as a result of the Works on those Other Existing Bridges) are not greater than the design loads on the bearings had those Works on the Other Existing Bridges not been undertaken.</p> <p>The pier numbers referenced above are as depicted on the as-constructed drawings titled "Melbourne City Link Project Western Link".</p>
25.	Locations specified in the 'Requirement' column	Section 2.2(g) of Part H20B Concealment of drainage and conduits	<p>Subject to approval by the State (who must have regard to the advice of the Urban Design Review Panel), services may be placed below the bridge soffit, where it is not reasonable to conceal the services in the structure for the following services in the following locations:</p> <p>(a) drainage on MacKenzie Road ramps over the Maribyrnong river;</p> <p>(b) drainage, power and communications on Shared Use Path ramps;</p> <p>(c) Veloway drainage discharge points; and</p> <p>(d) drainage, power and communications on plank bridges as modified or proposed in the Concept Design.</p>
26.	Ramp D1 between Chainage AA-17600 and Dynon Road and Ramp D2 between Dynon Road and Chainage BA 58060	AUSTROADS Guide to Road Design Part 4A 3.2.2	Safe Intersection Sight Distance (as defined in AUSTROADS Guide to Road Design Part 4A) provided at 5.0m on the side road from the Conflict Point (as defined in AUSTROADS Guide to Road Design Part 4A).
27.	Wurundjeri Way Extension Southbound between Chainages PC-980 and PC-1700	AUSTROADS Guide to Road Design Part 4A 3.2.2	Safe Intersection Sight Distance (as defined in AUSTROADS Guide to Road Design Part 4A) provided at 5.0m on the side road from the Conflict Point (as defined in AUSTROADS Guide to Road Design Part 4A).
28.	West Gate Freeway – Westbound. Main Carriageway between	Part H1, Section 1.3 Table H1.1	Subject to maintaining 100km/h Posted Speed Limit, the minimum width of the left emergency stopping lane / shoulder on the main westbound carriageway may be no less than the following:



Ref No.	Location	PSR Ref or standard	Requirement
	chainages DA-1435 and DA-2770		DA-2655 to DA2770 transitioning from 3m to 1m (115m) DA-1980 to DA-2655 1m (675m) DA-1435 to DA-1980 transitioning from 1m to 3m (545m)
29.	West Gate Freeway – Westbound. Main Carriageway between chainages DA-1435 and DA-2770	Part B, Section 17	To the extent that any Emergency Services requirement requires a shoulder wider than that set out in Agreed Exception 28, that requirement does not need to be provided.
30.	West Gate Freeway – Westbound. Collector Distributor between chainages BB-49060 and BB-50430	Part H1, Section 1.3 Table H1.1	Minimum width of traffic lanes on the Collector Distributor must be no less than 3.35 m. Minimum width of left emergency stopping lane / shoulder and right emergency stopping lane / shoulder on the Collector Distributor must be no less than 0.6 m.
31.	West Gate Freeway – Westbound -Collector Distributor between chainages BB-49880 to BB-49980 and between chainages BB-50290 to BB-50410	Part H16, Section 1(a)(ii)B and C	Where constrained, less than three metres between the toe of fill slope or top of cut slope and the boundary of the Leased Area is permitted, provided that the distance between the toe of the fill slope or top of cut slope and the boundary of the Leased Area is maximised as much as possible within the land available as set out in the Land Availability Plans.
32.	West Gate Freeway – Westbound. Collector Distributor between chainages BB-49400 and BB-50600	Part H1, Section 1.3 Table H1.1 Note 1	Subject to emergency stopping bays being not greater than 500m apart, the emergency stopping bays are permitted to be a minimum of 3.6 m wide.
33.	West Gate Freeway Westbound and West Gate Tunnel–Westbound and adjacent intersections to the West Gate Freeway	Part H5, Section 2(a)	During the PM peak periods, the requirement to meet the Level of Service for the West Gate Freeway-Westbound and Tunnel-Westbound and adjacent intersections to the West Gate Freeway will be satisfied based on an analysis which incorporates the M80 Interchange Ultimate configuration as set out in Attachment B.
34.	West Gate Freeway – Westbound. Carriageway of the West Gate Freeway	Part H5, Section 2(a)	The operating Level of Service to be achieved must be the highest which is able to be achieved within the lane configuration as set out in the Concept Design.

Ref No.	Location	PSR Ref or standard	Requirement
	east of Williamstown Road		
35.	Dynon Road and Dryburgh Street intersection, western approach	Part H5, Section 2(b)(ii)	Subject to complying with Section 2(b)(i) of Part H5 at the intersection of Dynon Road and Dryburgh Street, the queue length capacity of the left turn onto Dryburgh Street from the western approach may exceed the requirement of Section 1(b)(ii) of Part H5 provided that the queue lengths are minimised as far as reasonably possible based on the layout of this intersection as set out in the Concept Design.
36.	Dynon Road and Dryburgh Street intersection, southern approach	Part H5, Section 2(b)(ii)	Subject to complying with Section 2(b)(i) of Part H5 at the intersection of Dynon Road and Dryburgh Street, the queue length capacity of the left turn onto Dynon Road from the southern approach may exceed the requirement of Section 1(b)(ii) of Part H5 provided that the queue lengths are minimised as far as reasonably possible based on the layout of this intersection as set out in the Concept Design.
37.	CityLink southbound between Racecourse Road Entry Ramp and Footscray Road Exit Ramp	Part H5, Section 2(a)	As a minimum an operating Level of Service E must be achieved on the southbound CityLink section between Racecourse Road and Footscray Road.
38.	Footscray Road, Appleton Dock Road and Ramp P3 intersection	Part H5, Section 2(b)(ii)	Subject to complying with Section 2(b)(i) of Part H5 at the intersection of Footscray Road and Appleton Dock Road, the queue length capacity of the left turn onto Footscray Road from the southern approach may exceed the requirement of Section 2(b)(ii) of Part H5 provided that the queue lengths are minimised as far as reasonably possible based on the layout of this intersection as set out in the Concept Design.
39.	Wurundjeri Way and Dudley Street intersection	Part H5, Section 2(b)(i)	During the PM peak period, the highest possible Level of Service at the intersection of Wurundjeri Way and Dudley Street is to be achieved for the following intersection movements: <ul style="list-style-type: none"> <li>• left turn onto Dudley Street from the southern approach of Wurundjeri Way;</li> <li>• westbound through lane of Dudley Street; and</li> <li>• right turn onto Wurundjeri Way from the western approach of Dudley Street,</li> </ul> based on the layout of this intersection as set out in the Concept Design.
40.	Wurundjeri Way and Dudley Street intersection	Part H5, Section 1(b)(ii)	<ul style="list-style-type: none"> <li>• During the AM peak period, at the intersection of Wurundjeri Way and Dudley Street the queue length capacity of the right turn onto Wurundjeri Way for the western approach on Dudley Street may exceed the requirement of Section 2(b)(ii) of Part H5 provided that the queue lengths are minimised as reasonably possible based on the layout of this intersection as set out in the Concept Design.</li> </ul>
41.	Footscray Road and	Part H5, Section 2(b)(ii)	Subject to complying with Section 1(b)(i) of Part H5 at the intersection of Footscray Road

Ref No.	Location	PSR Ref or standard	Requirement
	Melbourne Market Access 1 intersection		and Melbourne Market Access 1, the queue length capacity of the right turn into the Melbourne Market from the eastern approach on Footscray Road may exceed the requirement of Section 2(b)(ii) of Part H5 provided that the queue lengths are minimised as far as reasonably possible based on the layout of this intersection as set out in the Concept Design.
42.	Millers Road Exit Ramp Westbound, Lane 2 diverge.	AUSTROADS Part 4C, Section 7.3 Exit Ramp Nose, Figure 7.1 (b)	Sight distance past the physical exit nose must be maximised to the extent possible and must not be less than 40m.
43.	West Gate Freeway - Westbound between: Main Carriageway DA-1435 and DA-2770. Collector Distributor BB-49060 and BB-50430.	VicRoads Standard, Section 701	Concrete encased slotted drains may be used along the sections of Main Carriageway where the left emergency stopping lane / shoulder width is less than 3.0 m and on the sections of the Collector Distributor where the shoulder width is less than 1.0 m.
44.	West Gate Freeway - Westbound between: Main Carriageway BB-50200 and BB-50500	VicRoads Standard, Section 733	Subject to meeting the requirements in AS3000, cover to ground conduits do not need to meet the requirements in VicRoads Standard section 733.
45.	Excepted Locations	Section 10(a)(ii)A of Part B	<p>Settlement at any point in earthworks and pavement for embankment areas (up to a maximum height of 800 mm on the design gradeline) east of the Maribyrnong River in the locations listed below (<b>Excepted Locations</b>) must not exceed 100mm over the 10 years following the Date of West Gate Tunnel Completion:</p> <p>(a) Ramp D1/D2 (Westbound - Chainage 57725 to 57766. Eastbound – Chainage 17381 to 17418); and</p> <p>(b) Ramp F1/F2 (Chainage 565 to 660),</p> <p>provided that:</p> <p>(c) the maximum grade change within the Excepted Locations must not exceed 0.4% measured over a distance of 5 metres or less; and</p> <p>(d) relevant Design Documentation has been prepared to adequately demonstrate to the satisfaction of the Independent Reviewer and Environmental Auditor, that settlement up to the applicable settlement limit will not compromise the integrity or performance</p>

Ref No.	Location	PSR Ref or standard	Requirement
			of any relevant drainage system.
46.	Wurundjeri Way Southbound between Bourke Street and Flinders Street	Reference Document, Austroads Guide to Road Design Part 3: 2017 - 7.5.1 Compound Curves	To the extent that geometry constraints arise from the VicRoads approved design or constructed portions of the Melbourne Quarter Development, compound curves may be adopted only to the extent required to generally match existing road geometry.
47.	Wurundjeri Way Southbound between Bourke Street and Flinders Street	Reference Document, Austroads Guide to Road Design Part 3: 2017 - table 7.13 Curve widening per lane.	To the extent that geometry constraints arise from the VicRoads approved design or constructed portions of the Melbourne Quarter Development, as a minimum, lane widening on curves to be provided to match existing lane widths.
48.	Wurundjeri Way Southbound between Bourke Street and Flinders Street	PSR Part H5 - 1. Performance Criteria	Within existing physical constraints and to the extent that geometry constraints arise from the VicRoads approved design or constructed portions of the Melbourne Quarter Development, the length of the Wurundjeri Way south bound left turn lane to Flinders Street east bound to be maximised as far as practicable and to be no less than 95 metres.
49.	Wurundjeri Way Southbound between Bourke Street and Flinders Street	Reference Document, Austroads Guide to Road Design Part 3: 2017 - 5.3	To the extent that geometry constraints arise from the VicRoads approved design or constructed portions of the Melbourne Quarter Development, stopping sight distance ( <b>SSD</b> ) may be based on: - 60 km/h for cars - 50 km/h for trucks (with no increase in SSD for curves)

Ref No.	Location	PSR Ref or standard	Requirement
50.	Wurundjeri Way Southbound, proposed egress from Melbourne Quarter Development	Reference Document, Austroads Guide to Road Design Part 4A: 2017 - 3.2.2.	To the extent that geometry constraints arise from the VicRoads approved design or constructed portions of the Melbourne Quarter Development, with respect to safe intersection sight distance (SISD) , the design may adopt minimum 5.0m setback for the proposed exit from Melbourne Quarter onto Wurundjeri Way southbound.

## Part J - Land

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### 1. Land Availability Plans

Refer to separate document.

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## **2. Proposed Leased Area Plans**

Refer to separate document.

### 3. Temporary Occupation Schedule

Table J3.1 - Property Schedule Land Availability- Access dates and duration of occupation for Parcels of land

Plan No	Parcel No	* Access date (months from financial close)	# Duration of occupation (months)
WDA-WGTP-LAP-6 Rev G & WDA-WGTP-LAP-7 Rev G	_905	4	12
WDA-WGTP-LAP-6 Rev G & WDA-WGTP-LAP-7 Rev G	_906	4	12
WDA-WGTP-LAP-6 Rev G & WDA-WGTP-LAP-7 Rev G	_907	4	12
WDA-WGTP-LAP-7 Rev G	_904	4	12
WDA-WGTP-LAP-7 Rev G	588.1	18	12
WDA-WGTP-LAP-6 Rev G & WDA-WGTP-LAP-8 Rev G	_911	6	12
WDA-WGTP-LAP-8 Rev G, WDA-WGTP-LAP-9 Rev G & WDA-WGTP-LAP-10 Rev G	_910	6	12
WDA-WGTP-LAP-7 Rev G	590.1	4	24
WDA-WGTP-LAP-7 Rev G	590.2	4	24
WDA-WGTP-LAP-7 Rev G	1018.1	4	12
WDA-WGTP-LAP-7 Rev G	1018.2	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-7 Rev G	706	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-7 Rev G	2303	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-9 Rev G	547.2	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-9 Rev G	545.2	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-9 Rev G	_730	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-11 Rev G & WDA-WGTP-LAP-12 Rev G	_806	14	36
WDA-WGTP-LAP-12 Rev G	467.2	18	18



<b>Plan No</b>	<b>Parcel No</b>	<b>* Access date (months from financial close)</b>	<b># Duration of occupation (months)</b>
WDA-WGTP-LAP-13 Rev G	419.2	14	32
WDA-WGTP-LAP-13 Rev G	_743	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	_744	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	_745	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	418A&B.3	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	418A&B.4	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	418A&B.5	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	418A&B.6	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	418A&B.7	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	_736	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	_722	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	_723	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	_724	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	416.2	26	12
WDA-WGTP-LAP-13 Rev G	408.2	26	18
WDA-WGTP-LAP-13 Rev G	408.3	26	18
WDA-WGTP-LAP-13 Rev G	402.2	26	12
WDA-WGTP-LAP-13 Rev G	410.2	18	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	407.2	18	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	_731	18	Date of West Gate Tunnel Completion

<b>Plan No</b>	<b>Parcel No</b>	<b>* Access date (months from financial close)</b>	<b># Duration of occupation (months)</b>
WDA-WGTP-LAP-13 Rev G	_733	18	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	406.2	26	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	406.3	26	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G	_803	26	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-14 Rev G & WDA-WGTP-LAP-15 Rev G	391.2	12	36
WDA-WGTP-LAP-13 Rev G & WDA-WGTP-LAP-14 Rev G	394A.2	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G & WDA-WGTP-LAP-14 Rev G	393	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G & WDA-WGTP-LAP-15 Rev G	_821	18	12
WDA-WGTP-LAP-13 Rev G	_822	18	12
WDA-WGTP-LAP-13 Rev G	391.4	18	12
WDA-WGTP-LAP-13 Rev G	392.3	18	12
WDA-WGTP-LAP-13 Rev G & WDA-WGTP-LAP-14 Rev G	595.2	26	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-13 Rev G & WDA-WGTP-LAP-14 Rev G	596.2	24	24
WDA-WGTP-LAP-14 Rev G	596A.2	24	24
WDA-WGTP-LAP-14 Rev G	596A.3	18	36
WDA-WGTP-LAP-14 Rev G	391A.2	12	36
WDA-WGTP-LAP-14 Rev G	391.3	12	36
WDA-WGTP-LAP-14 Rev G & WDA-WGTP-LAP-15 Rev G	394.5	12	36
WDA-WGTP-LAP-14 Rev G	2202.2	12	36

<b>Plan No</b>	<b>Parcel No</b>	<b>* Access date (months from financial close)</b>	<b># Duration of occupation (months)</b>
WDA-WGTP-LAP-23 Rev G	_812	12	12
WDA-WGTP-LAP-24 Rev G	_903	18	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-32 Rev G	545.EB1	4	Date of West Gate Tunnel Completion
WDA-WGTP-LAP-32 Rev G	547.EB1	4	Date of West Gate Tunnel Completion
WDA-WGTP-ALP-001	AP1	4	Duration to be agreed with the State
WDA-WGTP-ALP-001	AP2	4	Duration to be agreed with the State
WDA-WGTP-ALP-002	AP3	14	Duration to be agreed with the State
WDA-WGTP-ALP-002	AP4	14	Duration to be agreed with the State
WDA-WGTP-ALP-003	AP5	18	Duration to be agreed with the State
WDA-WGTP-ALP-004	AP6	24	Duration to be agreed with the State
WDA-WGTP-ALP-006	AP8	2 October 2019	Duration to be agreed with the State and VicTrack

\* The access dates set out above are given as the number of months from Financial Close, being the earliest date that land may be made available and subject to adjustment in accordance with Clause 6.3(h) of this Agreement.

# Duration of occupation is the period from actual date of access and is subject to not ending later than the Date of West Gate Tunnel Completion. The duration of occupation is also subject to adjustment by agreement in accordance with Clause 6.3(h) of this Agreement.

## **Part K - Project Co Documents**

Refer to separate document and Annexure A.

## **Attachment A - VicRoads Non-published reference documents**

Refer to separate document.

## **Attachment B - VicRoads M80 Interchange Preliminary Design**

Refer Annexure A.

## **Attachment C - Additional Project Requirements**

Refer to separate document.

## **Attachment D - Plans for MOFFs - MP05, MP06 and MP08**

Refer to separate document.



**Annexure I - Exhibit A (PSR) to the Project Agreement (Part K)**

## PART K

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<b>Part K27 – Not used .....</b>	<b>110</b>
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## Part K1 – Project Co Documents

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### 1. Project Co's acknowledgements

- (a) Without limiting sections 1 and 2 of Part A of the PSR, and clauses 2.2 to 2.5 and 5.4 of this Agreement, Project Co acknowledges and agrees that:
- (i) subject to section 1(d) of this Part K1, where any part of any document comprising this Part K provides for a greater or higher requirement, standard, quality, level of service, quantum or scope than as specified or required by any part of any document comprising this Agreement (including the Project Requirements) (whether that requirement, standard, quality, level of service, quantum or scope is identified to be delivered by Project Co, the D&C Subcontractor or any subcontractor or supplier of Project Co or the D&C Subcontractor), Project Co is required to deliver such greater or higher requirement, standard, quality, level of service, quantum or scope;
  - (ii) where in any part of any document comprising this Part K, any assumptions, constraints, limitations or mitigation measures, are identified or have been made by Project Co, Project Co makes these assessments at its own risk and they in no way qualify Project Co's obligation to deliver the Project Activities in accordance with this Agreement;
  - (iii) references to CPBJH in this Part K are to be read as references to the D&C Subcontractor;
  - (iv) no reference to CPBJH or the D&C Subcontractor any other subcontractor or supplier of Project Co or the D&C Subcontractor in this Part K will limit any obligations of Project Co under this Agreement;
  - (v) wherever a reference to CPBJH, the D&C Subcontractor or Transurban appears in this Part K, it is a reference to Project Co;
  - (vi) other than to the extent expressly agreed by the State in writing pursuant to this clause, nothing in this Part K affects, limits or reduces the role of the Independent Reviewer and Environmental Auditor or any of its rights, powers or functions under the State Project Documents;
  - (vii) the design included in the Reference Design will not form part of the PSR and no reference in Part K to any such design or the concepts addressed in such design will in any way:
    - A. relieve Project Co from or alter or affect its liabilities, obligations or responsibilities whether under the State Project Documents or otherwise according to Law; or
    - B. prejudice the State's rights against Project Co whether under the State Project Document or otherwise according to Law.
  - (viii) to the extent that any part of any document forming part of this Part K seeks to impose any obligations on the State, such obligations will not be binding on the State (unless a corresponding obligation is expressly imposed on the State or its Associates in this Agreement and then subject to sub-section (ix) below);
  - (ix) Project Co is not entitled to make any Claim against the State for any Liabilities incurred by Project Co in connection with any part of any document forming part of this Part K unless such Liabilities are also

incurred by Project Co as a consequence of a breach of a corresponding obligation imposed on the State in this Agreement.

- (b) Without limiting section 1.1(d) of Part A, Project Co acknowledges and agrees that the State makes no representation and gives no warranty in connection with whether it has reviewed or checked the adequacy, accuracy or completeness of any part of any document which comprises Part K2 to Part ~~K28~~K24 or that they comply with the requirements of the State Project Documents.
- (c) Where amendments or clarifications are provided in Parts K2 to ~~K28~~K24, the matters set out in the relevant amendment or clarification tables are not an exhaustive list of the amendments to be made to the relevant documents for compliance with the State Project Documents.
- (d) Subject to section 1(e) of this Part K1 and notwithstanding clause 2.2(d) and 2.4(a) of this Agreement, to the extent that any part of any document comprising this Part K provides for a greater or higher requirement, standard, quality, level of service, quantum or scope than is specified or required by any part of any other document comprising this Agreement (including the Project Requirements) in respect of:
  - (i) the location of LUMS gantries;
  - (ii) the quantities or location of sign gantries (which, for the avoidance of doubt, excludes LUMS gantries); or
  - (iii) the quantities or location of mechanical and electrical equipment,

Project Co is not required to deliver such greater or higher requirement, standard, quality, level of service, quantum or scope but must, for the avoidance of doubt, satisfy the standard, quality, level of service, quantum or scope (as applicable) that is specified or required by all other parts of the documents comprising this Agreement (including the Project Requirements) (as applicable).

- (e) Changes to the Concept Design may be made with respect of the matters identified in sections 1(d)(i) to (d)(iii) and section 2(a)(iii) of this Part K1 where the relevant change:
  - (i) is notified to the IREA;
  - (ii) is demonstrated to the satisfaction of the IREA:
    - A. to relate solely to a matter identified in sub-sections 1(d)(i) to 1(d)(iii) or section 2(a)(iii) of this Part K1;
    - B. in respect of a change which relates to a matter identified in sub-section 1(d)(ii) of this Part K1, the change involves no reduction in the extent of geographical coverage of the sign gantries as shown or set out in the Concept Design;
    - C. in respect of a change which relates to the matter identified in sub-section 2(a)(iii) of this Part K1, the change is, to the extent practicable, consistent with the drawings titled "WGT-404-200-SKT-AJV-300-000-0001-Rev B" and "WGT-404-200-SKT-AJV-300-000-0002-Rev B" set out in Part K24; and
    - D. is consistent with the design intent in the Concept Design, otherwise complies with the State Project Documents and does not otherwise result in a reduction of any Relevant D&C Requirement of any part of the Works; and

- (iii) is otherwise subject to the requirements of Part F5.

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## 2. State and Project Co acknowledgements

- (a) The parties acknowledge and agree that:
    - (i) the preliminary Project Plans as set out in this Part K have not been updated to ensure compliance with all of the requirements of this Agreement (including this PSR) to the extent that such requirements have changed from or are additional to the requirements set out in the Agreed Project Agreement (including the Agreed PSR) as defined in the WD Commitment Deed;
    - (ii) changes to the preliminary Project Plans will be required to address such changed or additional requirements in the updated Project Plans to be submitted in accordance with Part F1 of the PSR; and
    - (iii) without limiting the Project Requirements and subject to the Agreed Exceptions, changes to the Concept Design in respect of the Wurundjeri Way southbound carriageway between Flinders Street and Bourke Street may be required to accommodate the Melbourne Quarter development.
  - (b) The parties acknowledge and agree that, in respect of the change to the Concept Design, comprising the:
    - (i) removal of:
      - A. the LUMS gantry, associated cladding, guard fence and medium level performance barriers protecting the LUMS gantry (inbound direction of the Princess Freeway, west of the existing Dohertys Road Bridge);
      - B. high performance barriers (Ramp C/7 fast lane and ramp 10 slow lane);
      - C. TL3 barriers (ramp C/7 fast lane); and
      - D. TL4 barriers (outbound fast lane); and
    - (ii) addition of:
      - A. two RC3 support frames fixed to the new Dohertys Road Bridge on the inbound direction, accessible via the surface of the new Dohertys Road Bridge;
      - A. high performance barriers (Ramp C/7 Fast lane barriers and on Ramp 10 slow lane barriers); and
      - B. TL4 barriers (Ramp C/7 fast lane barriers),
- in accordance with the drawings labelled:
- (iii) "Part K: OSARs/WGTP Interface Scope Deduction Summary Aug 2018 SHEET 1";
  - (iv) "WGT-202-420-SKT-AJV-400-000-0011 Rev A";

- (v) "WGT-202-420-SKT-AJV-400-000-0012 Rev A";
- (vi) "WGT-202-420-SKT-AJV-400-000-0013 Rev A"; and
- (vii) "OSARs/WGTP Interface Scope Addition Summary DRB Barrier Requirements Aug 2018",

the following drawings contained within Part K will be read subject to the OSARs Adjusted Drawings:

- (viii) Part K4 Concept Design - Drawings:
  - A. WDT-AJJ-DRG-100-000-300-CON-0113;
  - B. WDT-AJJ-DRG-200-000-300-CON-0303;
  - C. WDT-AJJ-DRG-200-000-700-CON-0803;
  - D. WDT-AJJ-DRG-200-000-320-CON-0603;
  - E. WDT-AJJ-DRG-200-000-330-CON-0403; and
  - F. WDT-AJJ-DRG-200-000-900-CON-8303;
- (ix) Part K5 Concept Design - Urban Design:
  - A. WDT-TCT-DRG-200-000-820-CON-6103; and
  - B. WDT-WDM-DRG-200-000-810-CON-5101;
- (x) Part K19 M80 Interface Design:
  - A. WDT-AJJ-DRG-201-000-300-CON-4113-0;
  - B. WDT-AJJ-DRG-201-000-700-CON-4313-0;
  - C. WDT-AJJ-DRG-201-000-300-CON-4153-0;
  - D. WDT-AJJ-DRG-201-000-330-CON-4233-0; and
  - E. WDT-AJJ-DRG-201-000-700-CON-5313.

In this section 2(b), OSARs Adjusted Drawings means the drawing in Part K19 labelled "Part K: OSARs/WGTP Interface Scope Deduction Summary Aug 2018 SHEET 1".

For the avoidance of doubt, the removal and addition of barriers specified in sections 2(b)(i) and 2(b)(ii) is only to the extent necessary to accommodate and transition into the pier protection of the new Dohertys Road Bridge.

## Part K2 Business Management Strategy

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### 1. Documents comprising Part K2

This Part K2 comprises the attachments identified in Table K2.1.

Table K2.1 – List of attachments

No.	Attachment	Rev	Date
1	WD Business Management Strategy	Initial Draft	24 March 2017



## Part K3 Concept Design – Design Reports

### 1. Documents comprising Part K3

This Part K3 comprises the attachments identified in Table K3.1 as further amended and clarified in accordance with Table K3.2 and Table K3.3.

### 2. Effects of Tables in Part K3

Without limiting section 1.1(d) of Part A, Project Co acknowledges and agrees that the State makes no representation and gives no warranty in connection with whether:

- (a) the amendments and clarifications set out in Table K3.2 and Table K3.3 to any part of any document which comprises this Part K3 will ensure compliance with the Project Requirements; or
- (b) it has reviewed or checked the adequacy, accuracy or completeness of any part of any document which comprises this Part K3 or that they comply with the requirements of the State Project Documents.

### 3. Tables

Table K3.1 – List of reports

No.	Attachment	Rev	Date
1.	3b.2.2.1a Concept Design Report - Civil and Structural	1	7 December 2017
2.	3b.2.2.1c Concept Design Report – Tunnels 3b.2.2.1c Concept Design Report - Tunnels - App 1 3b.2.2.1c Concept Design Report - Tunnels - App 2 3b.2.2.1c Concept Design Report - Tunnels - App 3 3b.2.2.1c Concept Design Report - Tunnels - App 5 3b.2.2.1c Attachment 1 Preliminary fire engineering brief report	1	7 December 2017
3.	3b.2.2.5 Noise Attenuation Strategy and Vibration	1	1 December 2017
4.	3b.2.2.7 Utilities Services Management Plan 3b.2.2.7 Utilities Services Management Plan - Att 1 Critical Interface Assets Schedule 3b.2.2.7 Utilities Services Management Plan - Att 2 Utilities Impact Register	1	23 November 2017
5.	3b.2.2.8 Tunnel Power Supply Plan	1	4 December 2017
6.	3b.2.3.1 Sustainability management strategy 3b.2.3.1 Att 1 - ISCA Scorecard	1	23 November 2017
7.	3b.3 Operations and Maintenance Outcomes 3b.3 Operations and Maintenance Outcomes - Att 1	1	1 December 2017

No.	Attachment	Rev	Date
8.	3b.6 Allowances for Future Infrastructure	1	23 November 2017
9.	Geotechnical, Contamination and Pavement Design	1	6 December 2017
10.	Concept design response – Executive Summary		December 2017

**Table K3.2 – List of amendments**

No.	Table K3.1 ref no.	Section	Amendment
1.	7	Attachment 1	<p>The following sections of 3b.3 Operations and Maintenance Outcomes Attachment 1 form part of the Part K submission:</p> <ul style="list-style-type: none"> <li>•Section 1(b), excluding Typical Layouts</li> <li>•Section 7, excluding row one and the 'Drawing No' column of Table 7.1</li> <li>•Section 8(a) and (d)</li> </ul> <p>All other content within Attachment 1 is excluded from the Part K submission due to these requirements being covered elsewhere within the Project Documents.</p>
2.	1	Section 8.2 Vehicle access road to South Dynon Yard	Remove Figure 8.2 on Page 34

**Table K3.3 – List of clarifications**

**[Not Used]**

## Part K4 Concept Design – Drawings

### 1. Documents comprising Part K4

This Part K4 comprises the attachments identified in Table K4.1 as further amended and clarified in accordance with Table K4.2 and Table K4.3

### 2. Effects of Tables in Part K4

Without limiting section 1.1(d) of Part A, Project Co acknowledges and agrees that the State makes no representation and gives no warranty in connection with whether:

- (a) the amendments and clarifications set out in Table K4.2 and Table K4.3 to any part of any document which comprises this Part K4 will ensure compliance with the Project Requirements; or
- (b) it has reviewed or checked the adequacy, accuracy or completeness of any part of any document which comprises this Part K4 or that they comply with the requirements of the State Project Documents.

### 3. Tables

Table K4.1 – List of attachments

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
<b>3b.2.1.1a General Arrangement – Geometric Design</b>					
1.	WDT-AJJ-DRG-100-000-300-CON-0001	COVER SHEET			1
2.	WDT-AJJ-DRG-100-000-300-CON-0002	PROJECT WIDE	GEOMETRIC DESIGN	DRAWING INDEX	1
3.	WDT-AJJ-DRG-100-000-300-CON-0003	PROJECT WIDE	GEOMETRIC DESIGN	KEY PLAN	1
4.	WDT-AJJ-DRG-100-000-300-CON-0005	PROJECT WIDE	GEOMETRIC CONTROL LINE DESCRIPTIONS		1
5.	WDT-AJJ-DRG-200-000-300-CON-0201	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 1	1
6.	WDT-AJJ-DRG-200-000-300-CON-0202	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 2	1
7.	WDT-AJJ-DRG-200-000-300-CON-0203	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 3	1
8.	WDT-AJJ-DRG-200-000-300-CON-0204	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 4	1
9.	WDT-AJJ-DRG-200-000-300-CON-0205	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 5	1
10.	WDT-AJJ-DRG-200-000-300-CON-0206	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 6	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
11.	WDT-AJJ-DRG-200-000-300-CON-0207	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 7	1
12.	WDT-AJJ-DRG-200-000-300-CON-0208	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 8	1
13.	WDT-AJJ-DRG-200-000-300-CON-0209	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 9	1
14.	WDT-AJJ-DRG-200-000-300-CON-0210	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 10	1
15.	WDT-AJJ-DRG-200-000-300-CON-0211	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 11	1
16.	WDT-AJJ-DRG-200-000-300-CON-0212	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 12	1
17.	WDT-AJJ-DRG-200-000-300-CON-0213	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 13	1
18.	WDT-AJJ-DRG-200-000-300-CON-0214	WEST GATE FWY AND HYDE STREET	GEOMETRIC PLAN	SHEET 14	1
19.	WDT-AJJ-DRG-300-000-300-CON-0209	TUNNEL	GEOMETRIC PLAN	SHEET 9	1
20.	WDT-AJJ-DRG-300-000-300-CON-0210	TUNNEL	GEOMETRIC PLAN	SHEET 10	1
21.	WDT-AJJ-DRG-300-000-300-CON-0211	TUNNEL	GEOMETRIC PLAN	SHEET 11	1
22.	WDT-AJJ-DRG-300-000-300-CON-0212	TUNNEL	GEOMETRIC PLAN	SHEET 12	1
23.	WDT-AJJ-DRG-300-000-300-CON-0215	TUNNEL	GEOMETRIC PLAN	SHEET 15	1
24.	WDT-AJJ-DRG-300-000-300-CON-0216	TUNNEL	GEOMETRIC PLAN	SHEET 16	1
25.	WDT-AJJ-DRG-400-000-300-CON-0217	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 17	1
26.	WDT-AJJ-DRG-400-000-300-CON-0218	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 18	1
27.	WDT-AJJ-DRG-400-000-300-CON-0219	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 19	1
28.	WDT-AJJ-DRG-400-000-300-CON-0220	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 20	1
29.	WDT-AJJ-DRG-400-000-300-CON-0221	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 21	1
30.	WDT-AJJ-DRG-400-000-300-CON-0222	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 22	1
31.	WDT-AJJ-DRG-400-000-300-CON-0223	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 23	1
32.	WDT-AJJ-DRG-400-000-300-CON-0224	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 24	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
33.	WDT-AJJ-DRG-400-000-300-CON-0225	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 25	1
34.	WDT-AJJ-DRG-400-000-300-CON-0226	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 26	1
35.	WDT-AJJ-DRG-400-000-300-CON-0227	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 27	1
36.	WDT-AJJ-DRG-400-000-300-CON-0228	CITY ACCESS AND BYPASS	GEOMETRIC PLAN	SHEET 28	1
37.	WDT-AJJ-DRG-400-000-300-CON-0239	CITY ACCESS AND BYPASS	FOOTSCRAY ROAD GEOMETRIC PLAN	SHEET 19	1
38.	WDT-AJJ-DRG-400-000-300-CON-0240	CITY ACCESS AND BYPASS	FOOTSCRAY ROAD GEOMETRIC PLAN	SHEET 20	1
39.	WDT-AJJ-DRG-400-000-300-CON-0241	CITY ACCESS AND BYPASS	FOOTSCRAY ROAD GEOMETRIC PLAN	SHEET 21	1
40.	WDT-AJJ-DRG-200-CBC-300-CON-0501	WGF COLLECTOR - DISTRIBUTOR (WB)	LONG SECTION (MCBC)	SHEET 1	1
41.	WDT-AJJ-DRG-200-CBB-300-CON-0502	WGF COLLECTOR - DISTRIBUTOR (WB)	LONG SECTION (MCBB)	SHEET 2	1
42.	WDT-AJJ-DRG-200-CBB-300-CON-0503	WGF COLLECTOR - DISTRIBUTOR (WB)	LONG SECTION (MCBB)	SHEET 3	1
43.	WDT-AJJ-DRG-200-CBB-300-CON-0504	WGF COLLECTOR - DISTRIBUTOR (WB)	LONG SECTION (MCBB)	SHEET 4	1
44.	WDT-AJJ-DRG-201-CCB-300-CON-0501	M80 FREEWAY INTERCHANGE	LONG SECTION (MCCB - RAMP R6)	SHEET 1	1
45.	WDT-AJJ-DRG-201-CDB-300-CON-0501	M80 FREEWAY INTERCHANGE	LONG SECTION (MCDB - RAMP R8)	SHEET 1	1
46.	WDT-AJJ-DRG-201-CDB-300-CON-0502	M80 FREEWAY INTERCHANGE	LONG SECTION (MCDB - RAMP R8)	SHEET 2	1
47.	WDT-AJJ-DRG-201-CEB-300-CON-0501	M80 FREEWAY INTERCHANGE	LONG SECTION (MCEB - RAMP R4)	SHEET 1	1
48.	WDT-AJJ-DRG-201-CFB-300-CON-0501	M80 FREEWAY INTERCHANGE	LONG SECTION (MCFB - RAMP R9)	SHEET 1	1
49.	WDT-AJJ-DRG-201-CGB-300-CON-0501	M80 FREEWAY INTERCHANGE	LONG SECTION (MCGB - RAMP R5)	SHEET 1	1
50.	WDT-AJJ-DRG-201-CHB-300-CON-0501	M80 FREEWAY INTERCHANGE	LONG SECTION (MCHB - RAMP R11)	SHEET 1	1
51.	WDT-AJJ-DRG-201-CIB-300-CON-0501	M80 FREEWAY INTERCHANGE	LONG SECTION (MCIB - RAMP R7)	SHEET 1	1
52.	WDT-AJJ-DRG-201-CJB-300-CON-0501	M80 FREEWAY INTERCHANGE	LONG SECTION (MCJB - RAMP R2)	SHEET 1	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
53.	WDT-AJJ-DRG-201-CMB-300-CON-0501	M80 FREEWAY INTERCHANGE	LONG SECTION (MCMB - ULTIMATE)	SHEET 1	1
54.	WDT-AJJ-DRG-201-CPB-300-CON-0501	GRIEVE PARADE INTERCHANGE	LONG SECTION (MCPB - RAMP G1)	SHEET 1	1
55.	WDT-AJJ-DRG-201-CQB-300-CON-0501	GRIEVE PARADE INTERCHANGE	LONG SECTION (MCQB - RAMP G2)	SHEET 1	1
56.	WDT-AJJ-DRG-202-C3C-300-CON-0501	WILLIAMSTOWN RD AND HYDE STREET	LONG SECTION (MC3C - RAMP W1)	SHEET 1	1
57.	WDT-AJJ-DRG-202-C4C-300-CON-0501	RAMP A2	LONGITUDINAL SECTION (MC4C)	SHEET 1	1
58.	WDT-AJJ-DRG-202-CAC-300-CON-0501	WGF COLLECTOR - DISTRIBUTOR (EB)	LONG SECTION (MCA - RAMP R3)	SHEET 1	1
59.	WDT-AJJ-DRG-202-CAB-300-CON-0501	WGF COLLECTOR - DISTRIBUTOR (EB)	LONG SECTION (MCAB)	SHEET 1	1
60.	WDT-AJJ-DRG-202-CAB-300-CON-0502	WGF COLLECTOR - DISTRIBUTOR (EB)	LONG SECTION (MCAB)	SHEET 2	1
61.	WDT-AJJ-DRG-202-CAB-300-CON-0503	WGF COLLECTOR - DISTRIBUTOR (EB)	LONG SECTION (MCAB)	SHEET 3	1
62.	WDT-AJJ-DRG-202-CCA-300-CON-0501	WEST GATE FREEWAY (EB)	LONGITUDINAL SECTION (MCCA)	SHEET 1	1
63.	WDT-AJJ-DRG-202-CCA-300-CON-0502	WEST GATE FREEWAY (EB)	LONGITUDINAL SECTION (MCCA)	SHEET 2	1
64.	WDT-AJJ-DRG-202-CCA-300-CON-0503	WEST GATE FREEWAY (EB)	LONGITUDINAL SECTION (MCCA)	SHEET 3	1
65.	WDT-AJJ-DRG-202-CDA-300-CON-0501	WEST GATE FREEWAY (WB)	LONGITUDINAL SECTION (MCDA)	SHEET 1	1
66.	WDT-AJJ-DRG-202-CDA-300-CON-0502	WEST GATE FREEWAY (WB)	LONGITUDINAL SECTION (MCDA)	SHEET 2	1
67.	WDT-AJJ-DRG-202-CDA-300-CON-0503	WEST GATE FREEWAY (WB)	LONGITUDINAL SECTION (MCDA)	SHEET 3	1
68.	WDT-AJJ-DRG-202-CRB-300-CON-0501	MILLERS ROAD INTERCHANGE	LONG SECTION (MCRB - RAMP M1)	SHEET 1	1
69.	WDT-AJJ-DRG-202-CSB-300-CON-0501	MILLERS ROAD INTERCHANGE	LONG SECTION (MCSB - RAMP M2)	SHEET 1	1
70.	WDT-AJJ-DRG-202-CTB-300-CON-0501	MILLERS ROAD INTERCHANGE	LONG SECTION (MCTB - RAMP M3)	SHEET 1	1
71.	WDT-AJJ-DRG-202-CUB-300-CON-0501	MILLERS ROAD INTERCHANGE	LONG SECTION (MCUB - RAMP M4)	SHEET 1	1
72.	WDT-AJJ-DRG-202-SCC-300-CON-0501	FEDERATION TRAIL - SUP	LONGITUDINAL SECTION (MSCC)	SHEET 1	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
73.	WDT-AJJ-DRG-203-C1C-300-CON-0501	RAMP A1	LONGITUDINAL SECTION (MC1C)	SHEET 1	1
74.	WDT-AJJ-DRG-203-C2C-300-CON-0501	HYDE STREET AND RAMPS	LONG SECTION (MC2C - RAMP H1)	SHEET 1	1
75.	WDT-AJJ-DRG-203-C5C-300-CON-0501	HYDE STREET AND RAMPS	LONG SECTION (MC5C - RAMP H2)	SHEET 1	1
76.	WDT-AJJ-DRG-300-CAA-300-CON-0501	WD CARRIAGEWAY EASTBOUND	LONGITUDINAL SECTION	SHEET 1	1
77.	WDT-AJJ-DRG-300-CAA-300-CON-0502	WD CARRIAGEWAY EASTBOUND	LONGITUDINAL SECTION	SHEET 2	1
78.	WDT-AJJ-DRG-300-CBA-300-CON-0501	WD CARRIAGEWAY WESTBOUND	LONGITUDINAL SECTION	SHEET 1	1
79.	WDT-AJJ-DRG-300-CBA-300-CON-0502	WD CARRIAGEWAY WESTBOUND	LONGITUDINAL SECTION	SHEET 2	1
80.	WDT-AJJ-DRG-300-CBA-300-CON-0503	WD CARRIAGEWAY WESTBOUND	LONGITUDINAL SECTION	SHEET 3	1
81.	WDT-AJJ-DRG-300-CME-300-CON-0501	MAINTENANCE, EMERGENCY & OHV EXIT RD	LONGITUDINAL SECTION (MCME)	SHEET 1	1
82.	WDT-AJJ-DRG-300-CME-300-CON-0502	MAINTENANCE, EMERGENCY & OHV EXIT RD	LONGITUDINAL SECTION (MCME)	SHEET 2	1
83.	WDT-AJJ-DRG-401-CAA-300-CON-0501	W.D. CARRIAGEWAY EASTBOUND	LONGITUDINAL SECTION (MCAA)	SHEET 1	1
84.	WDT-AJJ-DRG-401-CAA-300-CON-0502	W.D. CARRIAGEWAY EASTBOUND	LONGITUDINAL SECTION (MCAA)	SHEET 2	1
85.	WDT-AJJ-DRG-401-CAA-300-CON-0503	W.D. CARRIAGEWAY EASTBOUND	LONGITUDINAL SECTION (MCAA)	SHEET 3	1
86.	WDT-AJJ-DRG-401-CBA-300-CON-0501	W.D. CARRIAGEWAY WESTBOUND	LONGITUDINAL SECTION (MCBA)	SHEET 1	1
87.	WDT-AJJ-DRG-401-CBA-300-CON-0502	W.D. CARRIAGEWAY WESTBOUND	LONGITUDINAL SECTION (MCBA)	SHEET 2	1
88.	WDT-AJJ-DRG-401-CBA-300-CON-0503	W.D. CARRIAGEWAY WESTBOUND	LONGITUDINAL SECTION (MCBA)	SHEET 3	1
89.	WDT-AJJ-DRG-402-CRC-300-CON-0501	W.D. TO CITYLINK RAMP NORTHBOUND	LONGITUDINAL SECTION (MCRC)	SHEET 1	1
90.	WDT-AJJ-DRG-402-CSC-300-CON-0501	CITYLINK RAMP TO W.D. WESTBOUND	LONGITUDINAL SECTION (MCSC)	SHEET 1	1
91.	NOT USED				
92.	NOT USED				

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
93.	WDT-AJJ-DRG-403-CPC-300-CON-0501	WURUNDJERI WAY EXTENSION SOUTHBOUND	LONGITUDINAL SECTION (MCPC)	SHEET 1	1
94.	WDT-AJJ-DRG-403-CPC-300-CON-0502	WURUNDJERI WAY EXTENSION SOUTHBOUND	LONGITUDINAL SECTION (MCPC)	SHEET 2	1
95.	WDT-AJJ-DRG-403-CPC-300-CON-0503	WURUNDJERI WAY EXTENSION SOUTHBOUND	LONGITUDINAL SECTION (MCPC)	SHEET 3	1
96.	WDT-AJJ-DRG-403-CQC-300-CON-0501	WURUNDJERI WAY EXTENSION NORTHBOUND	LONGITUDINAL SECTION (MCQC)	SHEET 1	1
97.	WDT-AJJ-DRG-403-CQC-300-CON-0502	WURUNDJERI WAY EXTENSION NORTHBOUND	LONGITUDINAL SECTION (MCQC)	SHEET 2	1
98.	WDT-AJJ-DRG-403-CQC-300-CON-0503	WURUNDJERI WAY EXTENSION NORTHBOUND	LONGITUDINAL SECTION (MCQC)	SHEET 3	1
99.	WDT-AJJ-DRG-404-CJC-300-CON-0501	APPLETON DOCK RD EXIT RAMP	LONGITUDINAL SECTION (MCJC)	SHEET 1	1
100.	WDT-AJJ-DRG-405-CKC-300-CON-0501	FOOTSCRAY RD ENTRY RAMP TO	WESTERN DISTRIBUTOR WESTBOUND	LONG. SECTION (MCKC) - SHEET 1	1
101.	WDT-AJJ-DRG-405-CLC-300-CON-0501	FOOTSCRAY RD ENTRY RAMP TO	CITYLINK NORTHBOUND	LONG. SECTION (MCLC) - SHEET 1	1
102.	WDT-AJJ-DRG-405-CMC-300-CON-0501	FOOTSCRAY RD EXIT RAMP FROM	WESTERN DISTRIBUTOR EASTBOUND	LONG. SECTION (MCMC) - SHEET 1	1
103.	WDT-AJJ-DRG-405-CTC-300-CON-0501	EXISTING FOOTSCRAY RD	REALIGNMENT EASTBOUND	LONG. SECTION (MCTC) - SHEET 1	1
104.	WDT-AJJ-DRG-405-CTC-300-CON-0502	EXISTING FOOTSCRAY RD	REALIGNMENT EASTBOUND	LONG. SECTION (MCTC) - SHEET 2	1
105.	WDT-AJJ-DRG-405-CTC-300-CON-0503	EXISTING FOOTSCRAY RD	REALIGNMENT EASTBOUND	LONG. SECTION (MCTC) - SHEET 3	1
106.	WDT-AJJ-DRG-405-CUC-300-CON-0501	FOOTSCRAY SERVICE RD REALIGNMENT	LONGITUDINAL SECTION (MCUC)	SHEET 1	1
107.	WDT-AJJ-DRG-405-CYC-300-CON-0501	FOOTSCRAY RD WESTBOUND	SERVICE ROAD	LONG. SECTION (MCYC) - SHEET 1	1
108.	WDT-AJJ-DRG-405-CYC-300-CON-0502	FOOTSCRAY RD WESTBOUND	SERVICE ROAD	LONG. SECTION (MCYC) - SHEET 2	1
109.	WDT-AJJ-DRG-406-C7C-300-CON-0501	MACKENZIE RD EXIT RAMP	LONGITUDINAL SECTION (MC7C)	SHEET 1	1
110.	WDT-AJJ-DRG-406-C8C-300-CON-0501	MACKENZIE RD ENTRY RAMP	LONGITUDINAL SECTION (MC8C)	SHEET 1	1



No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
111.	WDT-AJJ-DRG-406-C9C-300-CON-0501	MACKENZIE RD	LONGITUDINAL SECTION (MC9C)	SHEET 1	1
112.	WDT-AJJ-DRG-407-SAC-300-CON-0501	FOOTSCRAY RD SHARED USE PATH	LONGITUDINAL SECTION (MSAC)	SHEET 1	1
113.	WDT-AJJ-DRG-407-SAC-300-CON-0502	FOOTSCRAY RD SHARED USE PATH	LONGITUDINAL SECTION (MSAC)	SHEET 2	1
114.	WDT-AJJ-DRG-407-SAC-300-CON-0503	FOOTSCRAY RD SHARED USE PATH	LONGITUDINAL SECTION (MSAC)	SHEET 3	1
115.	WDT-AJJ-DRG-407-SAC-300-CON-0504	FOOTSCRAY RD SHARED USE PATH	LONGITUDINAL SECTION (MSAC)	SHEET 4	1
116.	WDT-AJJ-DRG-407-SDC-300-CON-0501	DYNON RD SHARED USE PATH	LONGITUDINAL SECTION (MSDC)	SHEET 1	1
117.	WDT-AJJ-DRG-407-SMC-300-CON-0501	MARIBYRNONG RIVER SHARED USE PATH	LONGITUDINAL SECTION (MSMC)	SHEET 1	1
118.	WDT-AJJ-DRG-407-SMC-300-CON-0502	MARIBYRNONG RIVER SHARED USE PATH	LONGITUDINAL SECTION (MSMC)	SHEET 2	1
119.	WDT-AJJ-DRG-407-SRC-300-CON-0001	E-GATE TO NORTH MELBOURNE SHARED USE PATH	LONGITUDINAL SECTION (MSRC)	SHEET 1	1
120.	WDT-AJJ-DRG-407-SGC-300-CON-0501	SUP OVER FOOTSCRAY RD	LONGITUDINAL SECTION (MSGC)	SHEET 1	1
<b>3b.2.1.1b Typical Cross Sections</b>					
121.	WDT-AJJ-DRG-100-000-300-CON-0006	PROJECT WIDE	TYPICAL CROSS SECTIONS	DRAWING INDEX	1
122.	WDT-AJJ-DRG-200-000-300-CON-0051	WEST GATE FWY AND HYDE STREET	TYPICAL CROSS SECTIONS	SHEET 1	1
123.	WDT-AJJ-DRG-200-000-300-CON-0052	WEST GATE FWY AND HYDE STREET	TYPICAL CROSS SECTIONS	SHEET 2	1
124.	WDT-AJJ-DRG-200-000-300-CON-0053	WEST GATE FWY AND HYDE STREET	TYPICAL CROSS SECTIONS	SHEET 3	1
125.	WDT-AJJ-DRG-200-000-300-CON-0054	WEST GATE FWY AND HYDE STREET	TYPICAL CROSS SECTIONS	SHEET 4	1
126.	WDT-AJJ-DRG-200-000-300-CON-0055	WEST GATE FWY AND HYDE STREET	TYPICAL CROSS SECTIONS	SHEET 5	1
127.	WDT-AJJ-DRG-200-000-300-CON-0056	WEST GATE FWY AND HYDE STREET	TYPICAL CROSS SECTIONS	SHEET 6	1
128.	WDT-AJJ-DRG-200-000-300-CON-0057	WEST GATE FWY AND HYDE STREET	TYPICAL CROSS SECTIONS	SHEET 7	1
129.	WDT-AJJ-DRG-300-000-300-CON-0061	TUNNEL	TYPICAL CROSS SECTIONS	SHEET 1	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
130.	WDT-AJJ-DRG-400-000-300-CON-0071	CITY ACCESS AND BYPASS	TYPICAL CROSS SECTIONS	SHEET 1	1
131.	WDT-AJJ-DRG-400-000-300-CON-0072	CITY ACCESS AND BYPASS	TYPICAL CROSS SECTIONS	SHEET 2	1
132.	WDT-AJJ-DRG-400-000-300-CON-0073	CITY ACCESS AND BYPASS	TYPICAL CROSS SECTIONS	SHEET 3	1
133.	WDT-AJJ-DRG-400-000-300-CON-0074	CITY ACCESS AND BYPASS	TYPICAL CROSS SECTIONS	SHEET 4	1
134.	WDT-AJJ-DRG-400-000-300-CON-0075	CITY ACCESS AND BYPASS	TYPICAL CROSS SECTIONS	SHEET 5	1
135.	WDT-AJJ-DRG-407-000-370-CON-0076	CITY ACCESS AND BYPASS	TYPICAL CROSS SECTIONS	SHARED USE PATH - SHEET 1	1
136.	WDT-AJJ-DRG-407-000-370-CON-0077	CITY ACCESS AND BYPASS	TYPICAL CROSS SECTIONS	SHARED USE PATH - SHEET 2	1
137.	WDT-AJJ-DRG-200-000-300-CON-0081	WEST GATE FWY AND HYDE STREET	ROAD EMERGENCY STOPPING BAY	BARRIER ARRANGEMENT AND DETAILS	1
<b>3B.2.1.2A INTERCHANGES AND INTERSECTIONS</b>					
138.	WDT-AJJ-DRG-100-000-300-CON-0011	PROJECT WIDE	INTERSECTION PLAN	DRAWING INDEX	1
139.	WDT-AJJ-DRG-100-000-300-CON-0014	PROJECT WIDE	INTERSECTION PLAN	KEY PLAN	1
140.	WDT-AJJ-DRG-200-000-300-CON-0771	WEST GATE FWY AND HYDE STREET	INTERSECTION PLAN	GRIEVE PARADE	1
141.	WDT-AJJ-DRG-200-000-300-CON-0772	WEST GATE FWY AND HYDE STREET	INTERSECTION PLAN	MILLERS ROAD - SHEET 1	1
142.	WDT-AJJ-DRG-200-000-300-CON-0773	WEST GATE FWY AND HYDE STREET	INTERSECTION PLAN	MILLERS ROAD - SHEET 2	1
143.	WDT-AJJ-DRG-200-000-300-CON-0774	WEST GATE FWY AND HYDE STREET	INTERSECTION PLAN	WILLIAMSTOWN ROAD - SHEET 1	1
144.	WDT-AJJ-DRG-200-000-300-CON-0775	WEST GATE FWY AND HYDE STREET	INTERSECTION PLAN	WILLIAMSTOWN ROAD - SHEET 2	1
145.	WDT-AJJ-DRG-200-000-300-CON-0776	WEST GATE FWY AND HYDE STREET	INTERSECTION PLAN	HYDE ST / WD EXIT RAMP (H1)	1
146.	WDT-AJJ-DRG-200-000-300-CON-0777	WEST GATE FWY AND HYDE STREET	INTERSECTION PLAN	HYDE ST / SIMCOCK AVE	1
147.	WDT-AJJ-DRG-200-000-300-CON-0778	WEST GATE FWY AND HYDE STREET	INTERSECTION PLAN	SIMCOCK AVE	1
148.	WDT-AJJ-DRG-200-000-300-CON-0779	WEST GATE FWY AND HYDE STREET	INTERSECTION PLAN	HYDE ST / FRANCIS ST	1
149.	WDT-AJJ-DRG-400-000-300-CON-0781	CITY ACCESS AND BYPASS	INTERSECTION PLAN	MACKENZIE RD / ENTRY RAMP (P2)	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
150.	WDT-AJJ-DRG-400-000-300-CON-0782	CITY ACCESS AND BYPASS	INTERSECTION PLAN	MACKENZIE RD / EXIT RAMP (P1)	1
151.	WDT-AJJ-DRG-400-000-300-CON-0783	CITY ACCESS AND BYPASS	INTERSECTION PLAN	FOOTSCRAY RD / APPLETON DOCK RD (P3)	1
152.	WDT-AJJ-DRG-400-000-300-CON-0784	CITY ACCESS AND BYPASS	INTERSECTION PLAN	FOOTSCRAY RD / CITYLINK EXIT RAMP (C2)	1
153.	WDT-AJJ-DRG-400-000-300-CON-0785	CITY ACCESS AND BYPASS	INTERSECTION PLAN	FOOTSCRAY RD / RAMPS (F1 & F2)	1
154.	WDT-AJJ-DRG-400-000-300-CON-0786	CITY ACCESS AND BYPASS	INTERSECTION PLAN	FOOTSCRAY RD / PEARL RIVER RD	1
155.	WDT-AJJ-DRG-400-000-300-CON-0787	CITY ACCESS AND BYPASS	INTERSECTION PLAN	WD / FOOTSCRAY RD RAMPS (F1 & F2)	1
156.	WDT-AJJ-DRG-400-000-300-CON-0788	CITY ACCESS AND BYPASS	INTERSECTION PLAN	WD / WWE RAMPS (E1 & E2)	1
157.	WDT-AJJ-DRG-400-000-300-CON-0789	CITY ACCESS AND BYPASS	INTERSECTION PLAN	DYNON RD / RAMPS (D1 & D2)	1
158.	WDT-AJJ-DRG-400-000-300-CON-0790	CITY ACCESS AND BYPASS	INTERSECTION PLAN	DYNON RD ENTRY & EXIT RAMPS	1
159.	WDT-AJJ-DRG-400-000-300-CON-0791	CITY ACCESS AND BYPASS	INTERSECTION PLAN	WURUNDJERI WAY / DUDLEY ST	1
160.	WDT-AJJ-DRG-400-000-300-CON-0792	CITY ACCESS AND BYPASS	INTERSECTION PLAN	WURUNDJERI WAY / DIGITAL DRIVE	1
161.	WDT-AJJ-DRG-400-000-300-CON-0793	CITY ACCESS AND BYPASS	INTERSECTION PLAN	WURUNDJERI WAY / ES GATE C	1
162.	WDT-AJJ-DRG-400-000-300-CON-0794	CITY ACCESS AND BYPASS	INTERSECTION PLAN	WURUNDJERI WAY / BOURKE ST	1
163.	WDT-AJJ-DRG-400-000-300-CON-0795	CITY ACCESS AND BYPASS	INTERSECTION PLAN	WURUNDJERI WAY / FLINDERS ST	1
164.	WDT-AJJ-DRG-400-000-300-CON-0796	CITY ACCESS AND BYPASS	INTERSECTION PLAN	DRYBURGH ST / SPENCER ST	1
165.	WDT-AJJ-DRG-400-000-300-CON-0797	CITY ACCESS AND BYPASS	INTERSECTION PLAN	FOOTSCRAY RD / SIMS ST	1
166.	WDT-AJJ-DRG-400-000-300-CON-0798	CITY ACCESS AND BYPASS	INTERSECTION PLAN	FOOTSCRAY RD / DOCK LINK RD	1
<b>3b.2.1.2b Project-Wide Concept</b>					
167.	WDT-AJJ-DRG-100-000-300-CON-0016	PROJECT WIDE	CONCEPT DESIGN	DRAWING INDEX	1
168.	WDT-AJJ-DRG-100-000-300-CON-0019	PROJECT WIDE	CONCEPT DESIGN	KEY PLAN AND LEGEND	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
169.	WDT-AJJ-DRG-100-000-300-CON-0111	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 1	1
170.	WDT-AJJ-DRG-100-000-300-CON-0112	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 2	1
171.	WDT-AJJ-DRG-100-000-300-CON-0113	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 3	1
172.	WDT-AJJ-DRG-100-000-300-CON-0114	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 4	1
173.	WDT-AJJ-DRG-100-000-300-CON-0115	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 5	1
174.	WDT-AJJ-DRG-100-000-300-CON-0116	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 6	1
175.	WDT-AJJ-DRG-100-000-300-CON-0117	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 7	1
176.	WDT-AJJ-DRG-100-000-300-CON-0118	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 8	1
177.	WDT-AJJ-DRG-100-000-300-CON-0119	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 9	1
178.	WDT-AJJ-DRG-100-000-300-CON-0120	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 10	1
179.	WDT-AJJ-DRG-100-000-300-CON-0121	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 11	1
180.	WDT-AJJ-DRG-100-000-300-CON-0122	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 12	1
181.	WDT-AJJ-DRG-100-000-300-CON-0123	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 13	1
182.	WDT-AJJ-DRG-100-000-300-CON-0124	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 14	1
183.	WDT-AJJ-DRG-100-000-300-CON-0125	TUNNEL	CONCEPT PLAN	SHEET 15	1
184.	WDT-AJJ-DRG-100-000-300-CON-0126	TUNNEL	CONCEPT PLAN	SHEET 16	1
185.	WDT-AJJ-DRG-100-000-300-CON-0127	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 17	1
186.	WDT-AJJ-DRG-100-000-300-CON-0128	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 18	1
187.	WDT-AJJ-DRG-100-000-300-CON-0129	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 19	1
188.	WDT-AJJ-DRG-100-000-300-CON-0130	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 20	1
189.	WDT-AJJ-DRG-100-000-300-CON-0131	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 21	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
190.	WDT-AJJ-DRG-100-000-300-CON-0132	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 22	1
191.	WDT-AJJ-DRG-100-000-300-CON-0133	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 23	1
192.	WDT-AJJ-DRG-100-000-300-CON-0134	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 24	1
193.	WDT-AJJ-DRG-100-000-300-CON-0135	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 25	1
194.	WDT-AJJ-DRG-100-000-300-CON-0136	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 26	1
195.	WDT-AJJ-DRG-100-000-300-CON-0137	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 27	1
196.	WDT-AJJ-DRG-100-000-300-CON-0138	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 28	1
197.	WDT-AJJ-DRG-100-000-300-CON-0139	CITY ACCESS AND BYPASS	CONCEPT PLAN	SHEET 29	1
198.	WDT-AJJ-DRG-100-000-300-CON-0141	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 41	1
199.	WDT-AJJ-DRG-100-000-300-CON-0142	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 42	1
200.	WDT-AJJ-DRG-100-000-300-CON-0151	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 51	1
201.	WDT-AJJ-DRG-100-000-300-CON-0152	WEST GATE FWY AND HYDE STREET	CONCEPT PLAN	SHEET 52	1
202.	WDT-AJJ-DRG-100-000-300-CON-0161	CITYLINK TO WESTGATE FWY	CONCEPT PLAN	SHEET 61	1
203.	WDT-AJJ-DRG-100-000-300-CON-0162	CITYLINK TO WESTGATE FWY	CONCEPT PLAN	SHEET 62	1
<b>3b.2.1.2b.1 Civil Arrangements</b>					
204.	WDT-AJJ-DRG-100-000-300-CON-0021	PROJECT WIDE	ROAD ALIGNMENT	DRAWING INDEX	1
205.	WDT-AJJ-DRG-100-000-300-CON-0022	PROJECT WIDE	ROAD ALIGNMENT	GENERAL NOTES AND LEGEND	1
206.	WDT-AJJ-DRG-100-000-300-CON-0024	PROJECT WIDE	ROAD ALIGNMENT	KEY PLAN	1
207.	WDT-AJJ-DRG-200-000-300-CON-0301	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 1	1
208.	WDT-AJJ-DRG-200-000-300-CON-0302	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 2	1
209.	WDT-AJJ-DRG-200-000-300-CON-0303	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 3	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
210.	WDT-AJJ-DRG-200-000-300-CON-0304	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 4	1
211.	WDT-AJJ-DRG-200-000-300-CON-0305	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 5	1
212.	WDT-AJJ-DRG-200-000-300-CON-0306	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 6	1
213.	WDT-AJJ-DRG-200-000-300-CON-0307	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 7	1
214.	WDT-AJJ-DRG-200-000-300-CON-0308	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 8	1
215.	WDT-AJJ-DRG-200-000-300-CON-0309	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 9	1
216.	WDT-AJJ-DRG-200-000-300-CON-0310	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 10	1
217.	WDT-AJJ-DRG-200-000-300-CON-0311	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 11	1
218.	WDT-AJJ-DRG-200-000-300-CON-0312	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 12	1
219.	WDT-AJJ-DRG-200-000-300-CON-0313	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 13	1
220.	WDT-AJJ-DRG-200-000-300-CON-0314	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 14	1
221.	WDT-AJJ-DRG-300-000-300-CON-0309	TUNNEL	ALIGNMENT PLAN	SHEET 9	1
222.	WDT-AJJ-DRG-300-000-300-CON-0310	TUNNEL	ALIGNMENT PLAN	SHEET 10	1
223.	WDT-AJJ-DRG-300-000-300-CON-0311	TUNNEL	ALIGNMENT PLAN	SHEET 11	1
224.	WDT-AJJ-DRG-300-000-300-CON-0312	TUNNEL	ALIGNMENT PLAN	SHEET 12	1
225.	WDT-AJJ-DRG-300-000-300-CON-0315	TUNNEL	ALIGNMENT PLAN	SHEET 15	1
226.	WDT-AJJ-DRG-300-000-300-CON-0316	TUNNEL	ALIGNMENT PLAN	SHEET 16	1
227.	WDT-AJJ-DRG-300-000-300-CON-0317	TUNNEL	ALIGNMENT PLAN	SHEET 17	1
228.	WDT-AJJ-DRG-300-000-300-CON-0318	TUNNEL	ALIGNMENT PLAN	SHEET 18	1
229.	WDT-AJJ-DRG-400-000-300-CON-0317	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 17	1
230.	WDT-AJJ-DRG-400-000-300-CON-0318	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 18	1
231.	WDT-AJJ-DRG-400-000-300-CON-0319	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 19	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
232.	WDT-AJJ-DRG-400-000-300-CON-0320	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 20	1
233.	WDT-AJJ-DRG-400-000-300-CON-0321	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 21	1
234.	WDT-AJJ-DRG-400-000-300-CON-0322	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 22	1
235.	WDT-AJJ-DRG-400-000-300-CON-0323	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 23	1
236.	WDT-AJJ-DRG-400-000-300-CON-0324	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 24	1
237.	WDT-AJJ-DRG-400-000-300-CON-0325	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 25	1
238.	WDT-AJJ-DRG-400-000-300-CON-0326	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 26	1
239.	WDT-AJJ-DRG-400-000-300-CON-0327	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 27	1
240.	WDT-AJJ-DRG-400-000-300-CON-0328	CITY ACCESS AND BYPASS	ALIGNMENT PLAN	SHEET 28	1
241.	WDT-AJJ-DRG-400-000-300-CON-0339	FOOTSCRAY ROAD	ALIGNMENT PLAN - FOOTSCRAY ROAD	SHEET 19	1
242.	WDT-AJJ-DRG-400-000-300-CON-0340	FOOTSCRAY ROAD	ALIGNMENT PLAN - FOOTSCRAY ROAD	SHEET 20	1
243.	WDT-AJJ-DRG-400-000-300-CON-0341	FOOTSCRAY ROAD	ALIGNMENT PLAN - FOOTSCRAY ROAD	SHEET 21	1
244.	WDT-AJJ-DRG-200-000-300-CON-0351	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 51	1
245.	WDT-AJJ-DRG-200-000-300-CON-0352	WEST GATE FWY AND HYDE STREET	ALIGNMENT PLAN	SHEET 52	1
246.	WDT-AJJ-DRG-200-000-300-CON-0361	CITYLINK TO WEST GATE FREEWAY	ALIGNMENT PLAN	SHEET 61	1
247.	WDT-AJJ-DRG-200-000-300-CON-0362	CITYLINK TO WEST GATE FREEWAY	ALIGNMENT PLAN	SHEET 62	1
248.	NOT USED				
249.	NOT USED				
250.	NOT USED				
251.	NOT USED				
252.	NOT USED				
253.	NOT USED				

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
254.	WDT-AJJ-DRG-400-000-305-CON-0381	CITY ACCESS AND BYPASS	RAIL - STABLING SIDINGS	DRAWING INDEX	1
255.	WDT-AJJ-DRG-400-000-305-CON-0383	CITY ACCESS AND BYPASS	RAIL - STABLING SIDINGS	KEY PLAN	1
256.	WDT-AJJ-DRG-400-000-305-CON-0385	CITY ACCESS AND BYPASS	RAIL - STABLING SIDINGS	E GATE AND F GATE	1
257.	NOT USED				
258.	WDT-AJJ-DRG-400-000-305-CON-0387	CITY ACCESS AND BYPASS	NORTH DYNON TRACKS	TURNTABLE RELOCATIONS - PLAN	1
259.	WDT-AJJ-DRG-400-000-305-CON-0391	CITY ACCESS AND BYPASS	PN STORAGE AREAS	RELOCATION PLAN	1
260.	WDT-AJJ-DRG-400-000-305-CON-0392	CITY ACCESS AND BYPASS	V/LINE RELOCATION PLAN	PERMANENT - SHEET 1 OF 2	1
261.	WDT-AJJ-DRG-400-000-305-CON-0393	CITY ACCESS AND BYPASS	V/LINE RELOCATION PLAN	PERMANENT - SHEET 2 OF 2	1
262.	WDT-AJJ-DRG-400-000-305-CON-0394	CITY ACCESS AND BYPASS	MTM RELOCATION PLAN		1
263.	WDT-AJJ-DRG-400-000-305-CON-0395	CITY ACCESS AND BYPASS	GEMCO RELOCATION PLAN		1
264.	WDT-AJJ-DRG-400-000-305-CON-0396	CITY ACCESS AND BYPASS	YARRA TRAMS RELOCATION PLAN		1
265.	WDT-AJJ-DRG-400-000-305-CON-0397	CITY ACCESS AND BYPASS	TRUCK STOP	TEMPORARY RELOCATION PLAN	1
<b>3b.2.1.2b.2 Drainage Drawings</b>					
266.	WDT-AJJ-DRG-100-000-320-CON-0026	PROJECT WIDE	DRAINAGE	DRAWING INDEX	1
267.	WDT-AJJ-DRG-100-000-320-CON-0027	PROJECT WIDE	DRAINAGE	GENERAL NOTES AND LEGEND	1
268.	WDT-AJJ-DRG-100-000-320-CON-0029	PROJECT WIDE	DRAINAGE	KEY PLAN	1
269.	WDT-AJJ-DRG-200-000-320-CON-0601	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 1	1
270.	WDT-AJJ-DRG-200-000-320-CON-0602	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 2	1
271.	WDT-AJJ-DRG-200-000-320-CON-0603	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 3	1
272.	WDT-AJJ-DRG-200-000-320-CON-0604	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 4	1
273.	WDT-AJJ-DRG-200-000-320-CON-0605	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 5	1



No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
274.	WDT-AJJ-DRG-200-000-320-CON-0606	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 6	1
275.	WDT-AJJ-DRG-200-000-320-CON-0607	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 7	1
276.	WDT-AJJ-DRG-200-000-320-CON-0608	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 8	1
277.	WDT-AJJ-DRG-200-000-320-CON-0609	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 9	1
278.	WDT-AJJ-DRG-200-000-320-CON-0610	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 10	1
279.	WDT-AJJ-DRG-200-000-320-CON-0611	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 11	1
280.	WDT-AJJ-DRG-200-000-320-CON-0612	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 12	1
281.	WDT-AJJ-DRG-200-000-320-CON-0613	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 13	1
282.	WDT-AJJ-DRG-200-000-320-CON-0614	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 14	1
283.	WDT-AJJ-DRG-200-000-320-CON-0651	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 51	1
284.	WDT-AJJ-DRG-200-000-320-CON-0652	WEST GATE FWY AND HYDE STREET	DRAINAGE PLAN	SHEET 52	1
285.	WDT-AJJ-DRG-300-000-320-CON-0615	TUNNEL	DRAINAGE PLAN	SHEET 15	1
286.	WDT-AJJ-DRG-300-000-320-CON-0616	TUNNEL	DRAINAGE PLAN	SHEET 16	1
287.	WDT-AJJ-DRG-400-000-320-CON-0617	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 17	1
288.	WDT-AJJ-DRG-400-000-320-CON-0618	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 18	1
289.	WDT-AJJ-DRG-400-000-320-CON-0619	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 19	1
290.	WDT-AJJ-DRG-400-000-320-CON-0620	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 20	1
291.	WDT-AJJ-DRG-400-000-320-CON-0621	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 21	1
292.	WDT-AJJ-DRG-400-000-320-CON-0622	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 22	1
293.	WDT-AJJ-DRG-400-000-320-CON-0623	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 23	1
294.	WDT-AJJ-DRG-400-000-320-CON-0624	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 24	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
295.	WDT-AJJ-DRG-400-000-320-CON-0625	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 25	1
296.	WDT-AJJ-DRG-400-000-320-CON-0626	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 26	1
297.	WDT-AJJ-DRG-400-000-320-CON-0627	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 27	1
298.	WDT-AJJ-DRG-400-000-320-CON-0628	CITY ACCESS AND BYPASS	DRAINAGE PLAN	SHEET 28	1
299.	WDT-AJJ-DRG-400-000-320-CON-0639	CITY ACCESS AND BYPASS	DRAINAGE PLAN FOOTSCRAY ROAD	SHEET 19	1
300.	WDT-AJJ-DRG-400-000-320-CON-0640	CITY ACCESS AND BYPASS	DRAINAGE PLAN FOOTSCRAY ROAD	SHEET 20	1
301.	WDT-AJJ-DRG-400-000-320-CON-0641	CITY ACCESS AND BYPASS	DRAINAGE PLAN FOOTSCRAY ROAD	SHEET 21	1
<b>3b.2.1.2b.3 Pavement Drawings</b>					
302.	WDT-AJJ-DRG-100-000-330-CON-0031	PROJECT WIDE	PAVEMENT	DRAWING INDEX	1
303.	WDT-AJJ-DRG-100-000-330-CON-0032	PROJECT WIDE	PAVEMENT	GENERAL NOTES AND LEGEND	1
304.	WDT-AJJ-DRG-100-000-330-CON-0034	PROJECT WIDE	PAVEMENT	KEY PLAN	1
305.	WDT-AJJ-DRG-100-000-330-CON-0451	PROJECT WIDE	TYPICAL PAVEMENT DETAILS	SHEET 1	1
306.	WDT-AJJ-DRG-100-000-330-CON-0452	PROJECT WIDE	TYPICAL PAVEMENT DETAILS	SHEET 2	1
307.	WDT-AJJ-DRG-100-000-330-CON-0453	PROJECT WIDE	TYPICAL PAVEMENT DETAILS	SHEET 3	1
308.	WDT-AJJ-DRG-200-000-330-CON-0401	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 1	1
309.	WDT-AJJ-DRG-200-000-330-CON-0402	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 2	1
310.	WDT-AJJ-DRG-200-000-330-CON-0403	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 3	1
311.	WDT-AJJ-DRG-200-000-330-CON-0404	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 4	1
312.	WDT-AJJ-DRG-200-000-330-CON-0405	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 5	1
313.	WDT-AJJ-DRG-200-000-330-CON-0406	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 6	1
314.	WDT-AJJ-DRG-200-000-330-CON-0407	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 7	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
315.	WDT-AJJ-DRG-200-000-330-CON-0408	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 8	1
316.	WDT-AJJ-DRG-200-000-330-CON-0409	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 9	1
317.	WDT-AJJ-DRG-200-000-330-CON-0410	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 10	1
318.	WDT-AJJ-DRG-200-000-330-CON-0411	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 11	1
319.	WDT-AJJ-DRG-200-000-330-CON-0412	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 12	1
320.	WDT-AJJ-DRG-200-000-330-CON-0413	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 13	1
321.	WDT-AJJ-DRG-200-000-330-CON-0414	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 14	1
322.	WDT-AJJ-DRG-200-000-330-CON-0451	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 51	1
323.	WDT-AJJ-DRG-200-000-330-CON-0452	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 52	1
324.	WDT-AJJ-DRG-200-000-330-CON-0461	CITYLINK TO WEST GATE FREEWAY	PAVEMENT PLAN	SHEET 61	1
325.	WDT-AJJ-DRG-200-000-330-CON-0462	WEST GATE FWY AND HYDE STREET	PAVEMENT PLAN	SHEET 62	1
326.	WDT-AJJ-DRG-300-000-330-CON-0410	TUNNEL	PAVEMENT PLAN	SHEET 10	1
327.	WDT-AJJ-DRG-300-000-330-CON-0411	TUNNEL	PAVEMENT PLAN	SHEET 11	1
328.	WDT-AJJ-DRG-300-000-330-CON-0412	TUNNEL	PAVEMENT PLAN	SHEET 12	1
329.	WDT-AJJ-DRG-300-000-330-CON-0415	TUNNEL	PAVEMENT PLAN	SHEET 15	1
330.	WDT-AJJ-DRG-300-000-330-CON-0416	TUNNEL	PAVEMENT PLAN	SHEET 16	1
331.	WDT-AJJ-DRG-300-000-330-CON-0417	TUNNEL	PAVEMENT PLAN	SHEET 17	1
332.	WDT-AJJ-DRG-300-000-330-CON-0418	TUNNEL	PAVEMENT PLAN	SHEET 18	1
333.	WDT-AJJ-DRG-400-000-330-CON-0417	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 17	1
334.	WDT-AJJ-DRG-400-000-330-CON-0418	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 18	1
335.	WDT-AJJ-DRG-400-000-330-CON-0419	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 19	1
336.	WDT-AJJ-DRG-400-000-330-CON-0420	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 20	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
337.	WDT-AJJ-DRG-400-000-330-CON-0421	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 21	1
338.	WDT-AJJ-DRG-400-000-330-CON-0422	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 22	1
339.	WDT-AJJ-DRG-400-000-330-CON-0423	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 23	1
340.	WDT-AJJ-DRG-400-000-330-CON-0424	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 24	1
341.	WDT-AJJ-DRG-400-000-330-CON-0425	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 25	1
342.	WDT-AJJ-DRG-400-000-330-CON-0426	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 26	1
343.	WDT-AJJ-DRG-400-000-330-CON-0427	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 27	1
344.	WDT-AJJ-DRG-400-000-330-CON-0428	CITY ACCESS AND BYPASS	PAVEMENT PLAN	SHEET 28	1
345.	WDT-AJJ-DRG-400-000-330-CON-0439	CITY ACCESS AND BYPASS	FOOTSCRAY ROAD PAVEMENT PLAN	SHEET 19	1
346.	WDT-AJJ-DRG-400-000-330-CON-0440	CITY ACCESS AND BYPASS	FOOTSCRAY ROAD PAVEMENT PLAN	SHEET 20	1
347.	WDT-AJJ-DRG-400-000-330-CON-0441	CITY ACCESS AND BYPASS	FOOTSCRAY ROAD PAVEMENT PLAN	SHEET 21	1
<b>3b.2.1.2b.4 Utility Relocations</b>					
348.	WDT-AJJ-DRG-100-000-900-CON-0036	PROJECT WIDE	UTILITIES	DRAWING INDEX	1
349.	WDT-AJJ-DRG-100-000-900-CON-0037	PROJECT WIDE	UTILITIES	GENERAL NOTES AND LEGEND	1
350.	WDT-AJJ-DRG-100-000-900-CON-0039	PROJECT WIDE	UTILITIES	KEY PLAN	1
351.	WDT-AJJ-DRG-200-000-900-CON-8301	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 1	1
352.	WDT-AJJ-DRG-200-000-900-CON-8302	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 2	1
353.	WDT-AJJ-DRG-200-000-900-CON-8303	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 3	1
354.	WDT-AJJ-DRG-200-000-900-CON-8304	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 4	1
355.	WDT-AJJ-DRG-200-000-900-CON-8305	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 5	1
356.	WDT-AJJ-DRG-200-000-900-CON-8306	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 6	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
357.	WDT-AJJ-DRG-200-000-900-CON-8307	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 7	1
358.	WDT-AJJ-DRG-200-000-900-CON-8308	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 8	1
359.	WDT-AJJ-DRG-200-000-900-CON-8309	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 9	1
360.	WDT-AJJ-DRG-200-000-900-CON-8310	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 10	1
361.	WDT-AJJ-DRG-200-000-900-CON-8311	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 11	1
362.	WDT-AJJ-DRG-200-000-900-CON-8312	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 12	1
363.	WDT-AJJ-DRG-200-000-900-CON-8313	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 13	1
364.	WDT-AJJ-DRG-200-000-900-CON-8314	WEST GATE FWY AND HYDE STREET	UTILITIES PLAN	SHEET 14	1
365.	WDT-AJJ-DRG-300-000-900-CON-8315	TUNNEL	UTILITIES PLAN	SHEET 15	1
366.	WDT-AJJ-DRG-300-000-900-CON-8316	TUNNEL	UTILITIES PLAN	SHEET 16	1
367.	WDT-AJJ-DRG-400-000-900-CON-8317	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 17	1
368.	WDT-AJJ-DRG-400-000-900-CON-8318	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 18	1
369.	WDT-AJJ-DRG-400-000-900-CON-8319	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 19	1
370.	WDT-AJJ-DRG-400-000-900-CON-8320	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 20	1
371.	WDT-AJJ-DRG-400-000-900-CON-8321	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 21	1
372.	WDT-AJJ-DRG-400-000-900-CON-8322	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 22	1
373.	WDT-AJJ-DRG-400-000-900-CON-8323	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 23	1
374.	WDT-AJJ-DRG-400-000-900-CON-8324	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 24	1
375.	WDT-AJJ-DRG-400-000-900-CON-8325	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 25	1
376.	WDT-AJJ-DRG-400-000-900-CON-8326	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 26	1
377.	WDT-AJJ-DRG-400-000-900-CON-8327	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 27	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
378.	WDT-AJJ-DRG-400-000-900-CON-8328	CITY ACCESS AND BYPASS	UTILITIES PLAN	SHEET 28	1
379.	WDT-AJJ-DRG-300-UWS-930-CON-8780	NORTH YARRA MAIN SEWER DIVERSION	PLAN AND LONGITUDINAL SECTION		1
380.	WDT-AJJ-DRG-300-UWS-930-CON-8781	NORTH YARRA MAIN SEWER DIVERSION	TEMPORARY SHAFTS GROUND IMPROVEMENT	PLAN AND SECTIONS	1
<b>3b.2.1.2b.5 Signs, Lighting and ITS Plans</b>					
381.	WDT-AJJ-DRG-100-000-700-CON-0041	PROJECT WIDE	SIGNAGE, LIGHTING AND ITS	DRAWING INDEX	1
382.	WDT-AJJ-DRG-100-000-700-CON-0042	PROJECT WIDE	SIGNAGE, LIGHTING AND ITS	GENERAL NOTES	1
383.	WDT-AJJ-DRG-100-000-700-CON-0043	PROJECT WIDE	SIGNAGE, LIGHTING AND ITS	LEGEND	1
384.	WDT-AJJ-DRG-100-000-700-CON-0044	PROJECT WIDE	SIGNAGE, LIGHTING AND ITS	KEY PLAN	1
385.	WDT-AJJ-DRG-200-000-700-CON-0801	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 1	1
386.	WDT-AJJ-DRG-200-000-700-CON-0802	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 2	1
387.	WDT-AJJ-DRG-200-000-700-CON-0803	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 3	1
388.	WDT-AJJ-DRG-200-000-700-CON-0804	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 4	1
389.	WDT-AJJ-DRG-200-000-700-CON-0805	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 5	1
390.	WDT-AJJ-DRG-200-000-700-CON-0806	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 6	1
391.	WDT-AJJ-DRG-200-000-700-CON-0807	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 7	1
392.	WDT-AJJ-DRG-200-000-700-CON-0808	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 8	1
393.	WDT-AJJ-DRG-200-000-700-CON-0809	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 9	1
394.	WDT-AJJ-DRG-200-000-700-CON-0810	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 10	1
395.	WDT-AJJ-DRG-200-000-700-CON-0811	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 11	1
396.	WDT-AJJ-DRG-200-000-700-CON-0812	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 12	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
397.	WDT-AJJ-DRG-200-000-700-CON-0813	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 13	1
398.	WDT-AJJ-DRG-200-000-700-CON-0814	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 14	1
399.	WDT-AJJ-DRG-300-000-700-CON-0809	TUNNEL	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 9	1
400.	WDT-AJJ-DRG-300-000-700-CON-0810	TUNNEL	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 10	1
401.	WDT-AJJ-DRG-300-000-700-CON-0811	TUNNEL	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 11	1
402.	WDT-AJJ-DRG-300-000-700-CON-0812	TUNNEL	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 12	1
403.	WDT-AJJ-DRG-300-000-700-CON-0815	TUNNEL	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 15	1
404.	WDT-AJJ-DRG-300-000-700-CON-0816	TUNNEL	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 16	1
405.	WDT-AJJ-DRG-300-000-700-CON-0817	TUNNEL	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 17	1
406.	WDT-AJJ-DRG-300-000-700-CON-0818	TUNNEL	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 18	1
407.	WDT-AJJ-DRG-400-000-700-CON-0818	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 18	1
408.	WDT-AJJ-DRG-400-000-700-CON-0819	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 19	1
409.	WDT-AJJ-DRG-400-000-700-CON-0820	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 20	1
410.	WDT-AJJ-DRG-400-000-700-CON-0821	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 21	1
411.	WDT-AJJ-DRG-400-000-700-CON-0822	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 22	1
412.	WDT-AJJ-DRG-400-000-700-CON-0823	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 23	1
413.	WDT-AJJ-DRG-400-000-700-CON-0824	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 24	1
414.	WDT-AJJ-DRG-400-000-700-CON-0825	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 25	1
415.	WDT-AJJ-DRG-400-000-700-CON-0826	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 26	1
416.	WDT-AJJ-DRG-400-000-700-CON-0827	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 27	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
417.	WDT-AJJ-DRG-400-000-700-CON-0828	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 28	1
418.	WDT-AJJ-DRG-400-000-700-CON-0829	CITY ACCESS AND BYPASS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 29	1
419.	WDT-AJJ-DRG-400-000-700-CON-0835	FOOTSCRAY ROAD	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 19	1
420.	WDT-AJJ-DRG-400-000-700-CON-0836	FOOTSCRAY ROAD	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 20	1
421.	WDT-AJJ-DRG-400-000-700-CON-0837	FOOTSCRAY ROAD	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 21	1
422.	WDT-AJJ-DRG-200-000-700-CON-0841	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 41	1
423.	WDT-AJJ-DRG-200-000-700-CON-0842	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 42	1
424.	WDT-AJJ-DRG-200-000-700-CON-0851	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 51	1
425.	WDT-AJJ-DRG-200-000-700-CON-0852	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 52	1
426.	WDT-AJJ-DRG-200-000-700-CON-0861	WEST GATE FWY AND HYDE STREET	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 61	1
427.	WDT-AJJ-DRG-400-000-700-CON-0871	SHARED USE PATH	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 17	1
428.	WDT-AJJ-DRG-400-000-700-CON-0872	SHARED USE PATH/VELOWAY	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 18	1
429.	WDT-AJJ-DRG-400-000-700-CON-0873	VELOWAY	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 19	1
430.	WDT-AJJ-DRG-400-000-700-CON-0874	VELOWAY	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 20	1
431.	WDT-AJJ-DRG-400-000-700-CON-0875	SHARED USE PATH/VELOWAY	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 21	1
432.	WDT-AJJ-DRG-400-000-700-CON-0876	SHARED USE PATH	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 22	1
433.	WD-SVS-DRG-300-700-7701	TUNNEL MANAGEMENT NETWORK	COMMUNICATION	(MNCS) SINGLE LINE DIAGRAM	1
434.	WD-SVS-DRG-300-700-7702	OUT OF BOUNDS NETWORK COMMUNICATIONS SYSTEM	(MNCS) SINGLE LINE DIAGRAM		1
435.	WD-SVS-DRG-300-700-7703	MANAGEMENT NETWORK COMMUNICATIONS SYSTEM (MNCS)	CONDUITS LAYOUT		1



No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
436.	WD-SVS-DRG-300-700-7711	PLANT MONITORING AND CONTROL SYSTEM	(PMCS) SINGLE LINE DIAGRAM		1
437.	WD-SVS-DRG-300-700-7712	NORTHERN VENT SUBSTATION (NVS)	PMCS NETWORK		1
438.	WD-SVS-DRG-300-700-7713	SOUTHERN VENT STATION (SVS)	PMCS NETWORK		1
439.	WD-SVS-DRG-300-700-7714	MAIN INTAKE SUBSTATION (MIS)	PMCS NETWORK		1
440.	WD-SVS-DRG-300-700-7715	EASTBOUND TUNNEL	PMCS NETWORK		1
441.	WD-SVS-DRG-300-700-7716	WESTBOUND TUNNEL	PMCS NETWORK		1
442.	WD-SVS-DRG-300-700-7721	CLOSED CIRCUIT TELEVISION (CCTV) AND	AUTOMATIC VIDEO INCIDENT DETECTION SYSTEMS (AVIDS)	SCHEMATIC (3 LANE CONFIGURATION BOTH TUNNELS)	1
443.	WD-SVS-DRG-300-700-7722	CLOSED CIRCUIT TELEVISION (CCTV) AND	AUTOMATIC VIDEO INCIDENT DETECTION SYSTEMS (AVIDS)	SCHEMATIC (3-LANE CONFIGURATION WESTBOUND ONLY)	1
444.	WD-SVS-DRG-300-700-7723	CLOSED CIRCUIT TELEVISION (CCTV)	SCHEMATIC (SERVICE TUNNEL)		1
445.	WD-SVS-DRG-300-700-7731	PHONES SYSTEM SCHEMATIC	(TWIN TUNNELS)		1
446.	WD-SVS-DRG-300-700-7732	PHONES SYSTEM SCHEMATIC	(SINGLE WESTBOUND TUNNEL)		1
447.	WD-SVS-DRG-300-700-7741	DRIVER ADVISORY SYSTEM SCHEMATIC			1
448.	WD-SVS-DRG-300-700-7751	VEHICLE DETECTION SYSTEM	SCHEMATIC		1
449.	WD-SVS-DRG-300-700-7770	SOUTH VENT SUBSTATION, NORTH VENT SUBSTATION	AND MAIN INTAKE SUBSTATION	CABINES TYPICAL LAYOUT	1
450.	WD-SVS-DRG-300-700-7771	SOUTH VENT SUBSTATION, NORTH VENT SUBSTATION	AND MAIN INTAKE SUBSTATION	CABINETS GENERAL DIMENSIONS	1
451.	WD-SVS-DRG-300-700-7772	INTERMEDIATE SUBSTATION	CABINETS TYPICAL LAYOUT		1
452.	WD-SVS-DRG-300-700-7773	INTERMEDIATE SUBSTATION	CABINETS GENERAL DIMENSIONS		1
453.	WD-SVS-DRG-300-700-7774	TUNNEL MAINTENANCE PASSAGE SECTION TYPE A	CABINETS TYPICAL LAYOUT		1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
454.	WD-SVS-DRG-300-700-7775	TUNNEL MAINTENANCE PASSAGE SECTION TYPE A	CABINETS GENERAL DIMENSIONS		1
455.	WD-SVS-DRG-300-700-7776	TUNNEL MAINTENANCE PASSAGE SECTION TYPE B	CABINETS TYPICAL LAYOUT		1
456.	WD-SVS-DRG-300-700-7777	TUNNEL MAINTENANCE PASSAGE SECTION TYPE B	CABINETS GENERAL DIMENSIONS		1
457.	WD-SVS-DRG-300-700-7781	PUBLIC ADDRESS SYSTEM HIGH LEVEL SCHEMATIC	TWIN TUNNELS		1
458.	WD-SVS-DRG-300-700-7782	PUBLIC ADDRESS SYSTEM HIGH LEVEL SCHEMATIC	(SINGLE WESTBOUND TUNNEL)		1
459.	WD-SVS-DRG-100-00-700-7791	WEST GATE TUNNEL DOWNSTREAM AGGREGATION LAYER			1
460.	WD-SVS-DRG-100-00-700-7792	CITYLINK MNCS TARGET LAYER			1
<b>3b.2.1.3a Bridges and Elevated Structures</b>					
461.	WDT-AJJ-DRG-100-000-410-CON-1001	WEST GATE FREEWAY & HYDE STREET	BRIDGE DRAWING INDEX		1
462.	WDT-AJJ-DRG-100-000-410-CON-1002	CITY ACCESS & BYPASS	DRAWING INDEX	SHEET 1	1
463.	WDT-AJJ-DRG-100-000-410-CON-1003	CITY ACCESS & BYPASS	DRAWING INDEX	SHEET 2	1
464.	WDT-AJJ-DRG-100-000-410-CON-1004	PROJECT WIDE	LOCATION PLAN		1
465.	WDT-AJJ-DRG-100-000-410-CON-1005	WEST GATE FREEWAY & HYDE STREET	LOCATION PLAN	SHEET 1	1
466.	WDT-AJJ-DRG-100-000-410-CON-1006	WEST GATE FREEWAY & HYDE STREET	LOCATION PLAN	SHEET 2	1
467.	WDT-AJJ-DRG-100-000-410-CON-1007	WEST GATE FREEWAY & HYDE STREET	LOCATION PLAN	SHEET 3	1
468.	WDT-AJJ-DRG-100-000-410-CON-1008	CITY ACCESS & BYPASS	LOCATION PLAN	SHEET 1	1
469.	WDT-AJJ-DRG-100-000-410-CON-1009	CITY ACCESS & BYPASS	LOCATION PLAN	SHEET 2	1
470.	WDT-AJJ-DRG-100-000-410-CON-1010	CITY ACCESS & BYPASS	LOCATION PLAN	SHEET 3	1
471.	WDT-AJJ-DRG-100-000-410-CON-1011	CITY ACCESS & BYPASS	LOCATION PLAN	SHEET 4	1
472.	WDT-AJJ-DRG-100-000-410-CON-1012	CITY ACCESS & BYPASS	LOCATION PLAN	SHEET 5	1
473.	WDT-AJJ-DRG-100-000-410-CON-1014	PROJECT WIDE	GENERAL NOTES AND LEGENDS		1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
474.	WDT-AJJ-DRG-201-000-410-CON-1031	M80 INTERCHANGE RAMP R6 BRIDGE	OVER RAMP R2	PLAN AND ELEVATION	1
475.	WDT-AJJ-DRG-201-000-410-CON-1032	M80 INTERCHANGE RAMP R6 BRIDGE	OVER RAMP R2	TYPICAL SECTION	1
476.	WDT-AJJ-DRG-201-000-410-CON-1041	M80 INTERCHANGE RAMP R11 BRIDGE	OVER RAMPS R3 AND R5	PLAN AND ELEVATION	1
477.	WDT-AJJ-DRG-201-000-410-CON-1042	M80 INTERCHANGE RAMP R11 BRIDGE	OVER RAMPS R3 AND R5	TYPICAL SECTION	1
478.	WDT-AJJ-DRG-201-000-410-CON-1051	WESTERN DISTRIBUTOR BRIDGE	OVER KOROROIT CREEK	PLAN AND ELEVATION	1
479.	WDT-AJJ-DRG-201-000-410-CON-1052	WESTERN DISTRIBUTOR BRIDGE	OVER KOROROIT CREEK	TYPICAL SECTION	1
480.	WDT-AJJ-DRG-202-000-410-CON-1061	GRIEVE PARADE	OVER BRIDGE	PLAN AND ELEVATION	1
481.	WDT-AJJ-DRG-202-000-410-CON-1062	GRIEVE PARADE	OVER BRIDGE	TYPICAL SECTION	1
482.	WDT-AJJ-DRG-201-000-410-CON-1181	RAMP R11 BRIDGE	OVER WESTGATE FREEWAY	PLAN AND ELEVATION	1
483.	WDT-AJJ-DRG-201-000-410-CON-1182	RAMP R11 BRIDGE	OVER WESTGATE FREEWAY	TYPICAL SECTIONS	1
484.	WDT-AJJ-DRG-202-000-410-CON-1071	ROSALA AVE	SHARED USE PATH OVER BRIDGE	PLAN AND ELEVATION	1
485.	WDT-AJJ-DRG-202-000-410-CON-1072	ROSALA AVE	SHARED USE PATH OVER BRIDGE	TYPICAL SECTION	1
486.	WDT-AJJ-DRG-202-000-410-CON-1081	WESTERN DISTRIBUTOR BRIDGE	OVER MILLERS ROAD	PLAN AND ELEVATION	1
487.	WDT-AJJ-DRG-202-000-410-CON-1082	WESTERN DISTRIBUTOR BRIDGE	OVER MILLERS ROAD	TYPICAL SECTION	1
488.	WDT-AJJ-DRG-202-000-410-CON-1091	WESTERN DISTRIBUTOR BRIDGE	OVER NEWPORT RAIL LINE	PLAN AND ELEVATION	1
489.	WDT-AJJ-DRG-202-000-410-CON-1092	WESTERN DISTRIBUTOR BRIDGE	OVER NEWPORT RAIL LINE	TYPICAL SECTION	1
490.	WDT-AJJ-DRG-202-000-410-CON-1101	COLLECTOR DISTRIBUTOR WESTBOUND BRIDGE	OVER NEWPORT RAIL LINE	PLAN AND ELEVATION SHEET 1	1
491.	WDT-AJJ-DRG-202-000-410-CON-1102	COLLECTOR DISTRIBUTOR WESTBOUND BRIDGE	OVER NEWPORT RAIL LINE	PLAN AND ELEVATION SHEET 2	1
492.	WDT-AJJ-DRG-202-000-410-CON-1103	COLLECTOR DISTRIBUTOR WESTBOUND BRIDGE	OVER NEWPORT RAIL LINE	TYPICAL SECTION SHEET 1	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
493.	WDT-AJJ-DRG-202-000-410-CON-1104	COLLECTOR DISTRIBUTOR WESTBOUND BRIDGE	OVER NEWPORT RAIL LINE	TYPICAL SECTION SHEET 2	1
494.	WDT-AJJ-DRG-202-000-410-CON-1105	COLLECTOR DISTRIBUTOR WESTBOUND BRIDGE	OVER NEWPORT RAIL LINE	TYPICAL SECTION SHEET 3	1
495.	WDT-AJJ-DRG-202-000-410-CON-1111	MUIR STREET	SHARED USE PATH OVER BRIDGE	PLAN AND ELEVATION	1
496.	WDT-AJJ-DRG-202-000-410-CON-1112	MUIR STREET	SHARED USE PATH OVER BRIDGE	TYPICAL SECTION	1
497.	WDT-AJJ-DRG-202-000-410-CON-1121	WEST GATE FREEWAY BRIDGE	OVER WILLIAMSTOWN ROAD	PLAN AND ELEVATION	1
498.	WDT-AJJ-DRG-202-000-410-CON-1122	WEST GATE FREEWAY BRIDGE	OVER WILLIAMSTOWN ROAD	TYPICAL SECTION	1
499.	WDT-AJJ-DRG-202-000-410-CON-1131	WILLIAMSTOWN ROAD RAMP W1	SHARED USE PATH OVER BRIDGE	PLAN AND ELEVATION - SHEET 1	1
500.	WDT-AJJ-DRG-202-000-410-CON-1132	WILLIAMSTOWN ROAD RAMP W1	SHARED USE PATH OVER BRIDGE	PLAN AND ELEVATION - SHEET 2	1
501.	WDT-AJJ-DRG-202-000-410-CON-1133	WILLIAMSTOWN ROAD RAMP W1	SHARED USE PATH OVER BRIDGE	TYPICAL SECTION	1
502.	WDT-AJJ-DRG-203-000-410-CON-1141	HYDE STREET RAMP H1	VIADUCT	KEY PLAN SHEET 1	1
503.	WDT-AJJ-DRG-203-000-410-CON-1142	HYDE STREET RAMP H1	VIADUCT	KEY PLAN SHEET 2	1
504.	WDT-AJJ-DRG-203-000-410-CON-1143	HYDE STREET RAMP H1	VIADUCT	PLAN AND ELAVATION SHEET 1	1
505.	WDT-AJJ-DRG-203-000-410-CON-1144	HYDE STREET RAMP H1	VIADUCT	PLAN AND ELAVATION SHEET 2	1
506.	WDT-AJJ-DRG-203-000-410-CON-1145	HYDE STREET RAMP H1	VIADUCT	PLAN AND ELAVATION SHEET 3	1
507.	WDT-AJJ-DRG-203-000-410-CON-1146	HYDE STREET RAMP H1	VIADUCT	PLAN AND ELAVATION SHEET 4	1
508.	WDT-AJJ-DRG-203-000-410-CON-1147	HYDE STREET RAMP H1	VIADUCT	PLAN AND ELAVATION SHEET 5	1
509.	WDT-AJJ-DRG-203-000-410-CON-1148	HYDE STREET RAMP H1	VIADUCT	PLAN AND ELAVATION SHEET 6	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
510.	WDT-AJJ-DRG-203-000-410-CON-1149	HYDE STREET RAMP H1	VIADUCT	PLAN AND ELAVATION SHEET 7	1
511.	WDT-AJJ-DRG-203-000-410-CON-1150	HYDE STREET RAMP H1	VIADUCT	PLAN AND ELAVATION SHEET 8	1
512.	WDT-AJJ-DRG-203-000-410-CON-1151	HYDE STREET RAMP H1	VIADUCT	TYPICAL SECTION SHEET 1	1
513.	WDT-AJJ-DRG-203-000-410-CON-1152	HYDE STREET RAMP H1	VIADUCT	TYPICAL SECTION SHEET 2	1
514.	WDT-AJJ-DRG-203-000-410-CON-1153	HYDE STREET RAMP H1	VIADUCT	TYPICAL SECTION SHEET 3	1
515.	WDT-AJJ-DRG-203-000-410-CON-1154	HYDE STREET RAMP H1	VIADUCT	TYPICAL SECTION SHEET 4	1
516.	WDT-AJJ-DRG-203-000-410-CON-1161	HYDE STREET RAMP H2	VIADUCT	KEY PLAN	1
517.	WDT-AJJ-DRG-203-000-410-CON-1162	HYDE STREET RAMP H2	VIADUCT	PLAN AND ELEVATION SHEET 1	1
518.	WDT-AJJ-DRG-203-000-410-CON-1163	HYDE STREET RAMP H2	VIADUCT	PLAN AND ELEVATION SHEET 2	1
519.	WDT-AJJ-DRG-203-000-410-CON-1164	HYDE STREET RAMP H2	VIADUCT	PLAN AND ELEVATION SHEET 3	1
520.	WDT-AJJ-DRG-203-000-410-CON-1165	HYDE STREET RAMP H2	VIADUCT	PLAN AND ELEVATION SHEET 4	1
521.	WDT-AJJ-DRG-203-000-410-CON-1171	HYDE STREET RAMP H2	VIADUCT	TYPICAL SECTION SHEET 1	1
522.	WDT-AJJ-DRG-203-000-410-CON-1172	HYDE STREET RAMP H2	VIADUCT	TYPICAL SECTION SHEET 2	1
523.	WDT-AJJ-DRG-203-000-410-CON-1173	HYDE STREET RAMP H2	VIADUCT	TYPICAL SECTION SHEET 3	1
524.	WDT-AJJ-DRG-400-000-410-CON-1210	CITY ACCESS AND BYPASS	KEY PLAN		1
525.	WDT-AJJ-DRG-400-000-410-CON-1211	MACKENZIE RD EASTBOUND EXIT RAMP P1	PLAN AND ELEVATION	SHEET 1	1
526.	WDT-AJJ-DRG-400-000-410-CON-1212	MACKENZIE RD EASTBOUND EXIT RAMP P1	PLAN AND ELEVATION	SHEET 2	1
527.	WDT-AJJ-DRG-400-000-410-CON-1213	MACKENZIE RD EASTBOUND EXIT RAMP P1	PLAN AND ELEVATION	SHEET 3	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
528.	WDT-AJJ-DRG-400-000-410-CON-1215	MACKENZIE RD EASTBOUND EXIT RAMP P1	TYPICAL SECTION	SHEET 1	1
529.	WDT-AJJ-DRG-400-000-410-CON-1216	MACKENZIE RD EASTBOUND EXIT RAMP P1	TYPICAL SECTION	SHEET 2	1
530.	WDT-AJJ-DRG-400-000-410-CON-1221	MACKENZIE RD WESTBOUND ENTRY RAMP P2	PLAN AND ELEVATION	SHEET 1	1
531.	WDT-AJJ-DRG-400-000-410-CON-1222	MACKENZIE RD WESTBOUND ENTRY RAMP P2	PLAN AND ELEVATION	SHEET 2	1
532.	WDT-AJJ-DRG-400-000-410-CON-1225	MACKENZIE RD WESTBOUND ENTRY RAMP P2	TYPICAL SECTION	SHEET 1	1
533.	WDT-AJJ-DRG-400-000-410-CON-1230	CITY ACCESS AND BYPASS	KEY PLAN		1
534.	WDT-AJJ-DRG-400-000-410-CON-1231	MACKENZIE RD BRIDGE	PLAN AND ELEVATION	SHEET 1	1
535.	WDT-AJJ-DRG-400-000-410-CON-1232	MACKENZIE RD BRIDGE	PLAN AND ELEVATION	SHEET 2	1
536.	WDT-AJJ-DRG-400-000-410-CON-1235	MACKENZIE RD BRIDGE	TYPICAL SECTION	SHEET 1	1
537.	WDT-AJJ-DRG-400-000-410-CON-1240	CITY ACCESS AND BYPASS	KEY PLAN		1
538.	WDT-AJJ-DRG-400-000-410-CON-1241	APPLETON DOCK RD EXIT RAMP P3	PLAN AND ELEVATION	SHEET 1	1
539.	WDT-AJJ-DRG-400-000-410-CON-1242	APPLETON DOCK RD EXIT RAMP P3	PLAN AND ELEVATION	SHEET 2	1
540.	WDT-AJJ-DRG-400-000-410-CON-1243	APPLETON DOCK RD EXIT RAMP P3	PLAN AND ELEVATION	SHEET 3	1
541.	WDT-AJJ-DRG-400-000-410-CON-1245	APPLETON DOCK RD EXIT RAMP P3	PLAN AND ELEVATION	SHEET 5	1
542.	WDT-AJJ-DRG-400-000-410-CON-1252	APPLETON DOCK RD EXIT RAMP P3	TYPICAL SECTION	SHEET 2	1
543.	WDT-AJJ-DRG-400-000-410-CON-1253	APPLETON DOCK RD EXIT RAMP P3	TYPICAL SECTION	SHEET 3	1
544.	WDT-AJJ-DRG-400-000-410-CON-1261	FOOTSCRAY RD WESTBOUND ENTRY RAMP P4	PLAN AND ELEVATION	SHEET 1	1
545.	WDT-AJJ-DRG-400-000-410-CON-1262	FOOTSCRAY RD WESTBOUND ENTRY RAMP P4	PLAN AND ELEVATION	SHEET 2	1
546.	WDT-AJJ-DRG-400-000-410-CON-1264	FOOTSCRAY RD WESTBOUND ENTRY RAMP P4	PLAN AND ELEVATION	SHEET 3	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
547.	WDT-AJJ-DRG-400-000-410-CON-1271	FOOTSCRAY RD WESTBOUND ENTRY RAMP P4	TYPICAL SECTION	SHEET 1	1
548.	WDT-AJJ-DRG-400-000-410-CON-1272	FOOTSCRAY RD WESTBOUND ENTRY RAMP P4	TYPICAL SECTION	SHEET 2	1
549.	WDT-AJJ-DRG-400-000-410-CON-1290	CITY ACCESS AND BYPASS	KEY PLAN	RAMP C1 AND C2 - SHEET 1	1
550.	WDT-AJJ-DRG-400-000-410-CON-1291	CITY ACCESS AND BYPASS	KEY PLAN	RAMP C1 AND C2 - SHEET 2	1
551.	WDT-AJJ-DRG-400-000-410-CON-1292	CITY ACCESS AND BYPASS	KEY PLAN	RAMP C1 AND C2 - SHEET 3	1
552.	WDT-AJJ-DRG-400-000-410-CON-1293	CITY ACCESS AND BYPASS	KEY PLAN	RAMP C1 AND C2 - SHEET 4	1
553.	WDT-AJJ-DRG-400-000-410-CON-1301	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 1	1
554.	WDT-AJJ-DRG-400-000-410-CON-1302	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 2	1
555.	WDT-AJJ-DRG-400-000-410-CON-1303	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 3	1
556.	WDT-AJJ-DRG-400-000-410-CON-1304	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 4	1
557.	WDT-AJJ-DRG-400-000-410-CON-1305	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 5	1
558.	WDT-AJJ-DRG-400-000-410-CON-1306	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 6	1
559.	WDT-AJJ-DRG-400-000-410-CON-1307	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 7	1
560.	WDT-AJJ-DRG-400-000-410-CON-1308	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 9	1
561.	WDT-AJJ-DRG-400-000-410-CON-1310	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 10	1
562.	WDT-AJJ-DRG-400-000-410-CON-1311	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 11	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
563.	WDT-AJJ-DRG-400-000-410-CON-1312	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 12	1
564.	WDT-AJJ-DRG-400-000-410-CON-1313	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 13	1
565.	WDT-AJJ-DRG-400-000-410-CON-1314	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 14	1
566.	WDT-AJJ-DRG-400-000-410-CON-1315	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 15	1
567.	WDT-AJJ-DRG-400-000-410-CON-1317	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 17	1
568.	WDT-AJJ-DRG-400-000-410-CON-1318	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 18	1
569.	WDT-AJJ-DRG-400-000-410-CON-1320	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 20	1
570.	WDT-AJJ-DRG-400-000-410-CON-1321	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 21	1
571.	WDT-AJJ-DRG-400-000-410-CON-1322	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	PLAN AND ELEVATION	SHEET 22	1
572.	WDT-AJJ-DRG-400-000-410-CON-1331	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	TYPICAL SECTION	SHEET 1	1
573.	WDT-AJJ-DRG-400-000-410-CON-1332	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	TYPICAL SECTION	SHEET 2	1
574.	WDT-AJJ-DRG-400-000-410-CON-1333	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	TYPICAL SECTION	SHEET 3	1
575.	WDT-AJJ-DRG-400-000-410-CON-1334	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	TYPICAL SECTION	SHEET 4	1
576.	WDT-AJJ-DRG-400-000-410-CON-1335	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	TYPICAL SECTION	SHEET 5	1
577.	WDT-AJJ-DRG-400-000-410-CON-1336	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	TYPICAL SECTION	SHEET 6	1
578.	WDT-AJJ-DRG-400-000-410-CON-1337	WESTERN DISTRIBUTOR EXIT RAMP C1 TO CITYLINK	TYPICAL SECTION	SHEET 7	1



No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
579.	WDT-AJJ-DRG-400-000-410-CON-1415	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	PLAN AND ELEVATION	SHEET 15	1
580.	WDT-AJJ-DRG-400-000-410-CON-1416	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	PLAN AND ELEVATION	SHEET 16	1
581.	WDT-AJJ-DRG-400-000-410-CON-1417	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	PLAN AND ELEVATION	SHEET 17	1
582.	WDT-AJJ-DRG-400-000-410-CON-1418	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	PLAN AND ELEVATION	SHEET 18	1
583.	WDT-AJJ-DRG-400-000-410-CON-1419	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	PLAN AND ELEVATION	SHEET 19	1
584.	WDT-AJJ-DRG-400-000-410-CON-1420	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	PLAN AND ELEVATION	SHEET 20	1
585.	WDT-AJJ-DRG-400-000-410-CON-1421	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	PLAN AND ELEVATION	SHEET 21	1
586.	WDT-AJJ-DRG-400-000-410-CON-1431	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	TYPICAL SECTION	SHEET 1	1
587.	WDT-AJJ-DRG-400-000-410-CON-1433	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	TYPICAL SECTION	SHEET 3	1
588.	WDT-AJJ-DRG-400-000-410-CON-1434	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	TYPICAL SECTION	SHEET 4	1
589.	WDT-AJJ-DRG-400-000-410-CON-1435	WESTERN DISTRIBUTOR ENTRY RAMP C2 FROM CITYLINK	TYPICAL SECTION	SHEET 5	1
590.	WDT-AJJ-DRG-400-000-410-CON-1470	CITY ACCESS AND BYPASS	KEY PLAN		1
591.	WDT-AJJ-DRG-400-000-410-CON-1471	FOOTSCRAY RD NORTHBOUND ENTRY RAMP F3 TO CITYLINK	PLAN AND ELEVATION	SHEET 1	1
592.	WDT-AJJ-DRG-400-000-410-CON-1472	FOOTSCRAY RD NORTHBOUND ENTRY RAMP F3 TO CITYLINK	PLAN AND ELEVATION	SHEET 2	1
593.	WDT-AJJ-DRG-400-000-410-CON-1473	FOOTSCRAY RD NORTHBOUND ENTRY RAMP F3 TO CITYLINK	PLAN AND ELEVATION	SHEET 3	1
594.	WDT-AJJ-DRG-400-000-410-CON-1481	FOOTSCRAY RD NORTHBOUND ENTRY RAMP F3 TO CITYLINK	TYPICAL SECTION	SHEET 1	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
595.	WDT-AJJ-DRG-400-000-410-CON-1491	FOOTSCRAY RD NORTHBOUND ENTRY RAMP F3 TO CITYLINK	PLAN AND ELEVATION	SHEET 1	1
596.	WDT-AJJ-DRG-400-000-410-CON-1492	FOOTSCRAY RD NORTHBOUND ENTRY RAMP F3 TO CITYLINK	PLAN AND ELEVATION	SHEET 2	1
597.	WDT-AJJ-DRG-400-000-410-CON-1496	FOOTSCRAY RD NORTHBOUND ENTRY RAMP F3 TO CITYLINK	TYPICAL SECTION		1
598.	WDT-AJJ-DRG-400-000-410-CON-1600	CITY ACCESS AND BYPASS	KEY PLAN		1
599.	WDT-AJJ-DRG-400-000-410-CON-1601	DYNON RD WESTBOUND ENTRY RAMP D2	PLAN AND ELEVATION	SHEET 1	1
600.	WDT-AJJ-DRG-400-000-410-CON-1602	DYNON RD WESTBOUND ENTRY RAMP D2	PLAN AND ELEVATION	SHEET 2	1
601.	WDT-AJJ-DRG-400-000-410-CON-1603	DYNON RD WESTBOUND ENTRY RAMP D2	PLAN AND ELEVATION	SHEET 3 (CONNECT 2 TO 4)	1
602.	WDT-AJJ-DRG-400-000-410-CON-1604	DYNON RD WESTBOUND ENTRY RAMP D1 & D2	PLAN AND ELEVATION	SHEET 4	1
603.	WDT-AJJ-DRG-400-000-410-CON-1605	DYNON RD WESTBOUND ENTRY RAMP D1 & D2	PLAN AND ELEVATION	SHEET 5	1
604.	WDT-AJJ-DRG-400-000-410-CON-1606	DYNON RD WESTBOUND ENTRY RAMP D1 & D2	PLAN AND ELEVATION	SHEET 6	1
605.	WDT-AJJ-DRG-400-000-410-CON-1607	DYNON RD WESTBOUND ENTRY RAMP D1 & D2	PLAN AND ELEVATION	SHEET 7	1
606.	WDT-AJJ-DRG-400-000-410-CON-1608	DYNON RD WESTBOUND ENTRY RAMP D1 & D2	PLAN AND ELEVATION	SHEET 8	1
607.	WDT-AJJ-DRG-400-000-410-CON-1609	DYNON RD WESTBOUND ENTRY RAMP D1 & D2	PLAN AND ELEVATION	SHEET 9	1
608.	WDT-AJJ-DRG-400-000-410-CON-1622	DYNON RD WESTBOUND ENTRY RAMP D1 & D2	TYPICAL SECTION	SHEET 2	1
609.	WDT-AJJ-DRG-400-000-410-CON-1623	DYNON RD WESTBOUND ENTRY RAMP D1 & D2	TYPICAL SECTION	SHEET 3	1
610.	WDT-AJJ-DRG-400-000-410-CON-1624	DYNON RD WESTBOUND ENTRY RAMP D1 & D2	TYPICAL SECTION	SHEET 4	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
611.	WDT-AJJ-DRG-400-000-410-CON-1631	DYNON RD WESTBOUND ENTRY RAMP D1 & D3	PLAN AND ELEVATION	SHEET 1	1
612.	WDT-AJJ-DRG-500-000-411-CON-1636	DYNON RD WESTBOUND ENTRY RAMP D1 & D4	TYPICAL SECTION	SHEET 1	1
613.	NOT USED				
614.	NOT USED				
615.	NOT USED				
616.	NOT USED				
617.	WDT-AJJ-DRG-400-000-410-CON-1690	CITY ACCESS AND BYPASS	KEY PLAN	SHEET 1	1
618.	WDT-AJJ-DRG-400-000-410-CON-1691	CITY ACCESS AND BYPASS	KEY PLAN	SHEET 2	1
619.	WDT-AJJ-DRG-400-000-410-CON-1701	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	PLAN AND ELEVATION	SHEET 1	1
620.	WDT-AJJ-DRG-400-000-410-CON-1702	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	PLAN AND ELEVATION	SHEET 2	1
621.	WDT-AJJ-DRG-400-000-410-CON-1703	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	PLAN AND ELEVATION	SHEET 3	1
622.	WDT-AJJ-DRG-400-000-410-CON-1704	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	PLAN AND ELEVATION	SHEET 4	1
623.	WDT-AJJ-DRG-400-000-410-CON-1705	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	PLAN AND ELEVATION	SHEET 5	1
624.	WDT-AJJ-DRG-400-000-410-CON-1706	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	PLAN AND ELEVATION	SHEET 6	1
625.	WDT-AJJ-DRG-400-000-410-CON-1707	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	PLAN AND ELEVATION	SHEET 7	1
626.	WDT-AJJ-DRG-400-000-410-CON-1708	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	PLAN AND ELEVATION	SHEET 8	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
627.	WDT-AJJ-DRG-400-000-410-CON-1709	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	PLAN AND ELEVATION	SHEET 9	1
628.	WDT-AJJ-DRG-400-000-410-CON-1721	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	TYPICAL SECTION	SHEET 1	1
629.	WDT-AJJ-DRG-400-000-410-CON-1722	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	TYPICAL SECTION	SHEET 2	1
630.	WDT-AJJ-DRG-400-000-410-CON-1723	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	TYPICAL SECTION	SHEET 3	1
631.	WDT-AJJ-DRG-400-000-410-CON-1724	WURUNDJERI WAY EXTENSION SOUTHBOUND (WWE/SB)	TYPICAL SECTION	SHEET 4	1
632.	WDT-AJJ-DRG-400-000-410-CON-1725	WURUNDJERI WAY	TYPICAL SECTIONS	SHEET 5	1
633.	WDT-AJJ-DRG-400-000-410-CON-1726	WURUNDJERI WAY	TYPICAL SECTIONS	SHEET 6	1
634.	WDT-AJJ-DRG-400-000-410-CON-1801	FSR AT APPLETON DOCK RD - BRIDGE WIDENING	PLAN AND ELEVATION	SHEET 1	1
635.	WDT-AJJ-DRG-400-000-410-CON-1805	FSR AT APPLETON DOCK RD - BRIDGE WIDENING	TYPICAL SECTION	SHEET 1	1
636.	WDT-AJJ-DRG-400-000-410-CON-1821	FSR OVER MOONEE PONDS CREEK - BRIDGE WIDENING	PLAN AND ELEVATION	SHEET 1	1
637.	WDT-AJJ-DRG-400-000-410-CON-1825	FSR OVER MOONEE PONDS CREEK - BRIDGE WIDENING	TYPICAL SECTION	SHEET 1	1
638.	WDT-AJJ-DRG-400-000-410-CON-1851	EASTERN SUP STRUCTURES	MSMC WHITEHALL ST CROSSING	SHEET 1	1
639.	WDT-AJJ-DRG-400-000-410-CON-1852	EASTERN SUP STRUCTURES	MSMC LYONS ST CHANNEL CROSSING	SHEET 2	1
640.	WDT-AJJ-DRG-400-000-410-CON-1853	EASTERN SUP STRUCTURES	MSAC SHEPHERD BRIDGE TO VELOWAY	SHEET 3	1
641.	WDT-AJJ-DRG-400-000-410-CON-1854	EASTERN SUP STRUCTURES	MSAC VELOWAY TO AT-GRADE	SHEET 4	1
642.	WDT-AJJ-DRG-400-000-410-CON-1855	EASTERN SUP STRUCTURES	FOOTSCRAY RD BRIDGE	SHEET 5	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
643.	WDT-AJJ-DRG-400-000-410-CON-1856	EASTERN SUP STRUCTURES	MSDC MOONEE PONDS CREEK CROSSING	SHEET 6	1
644.	WDT-AJJ-DRG-400-000-410-CON-1857	EASTERN SUP STRUCTURES	MSAC RAIL CORRIDOR CROSSING	SHEET 7	1
645.	WDT-AJJ-DRG-400-000-410-CON-1858	EASTERN SUP STRUCTURES	FOOTSCRAY RD CABLE STAY BRIDGE	PLAN AND ELEVATION	1
646.	WDT-AJJ-DRG-400-000-410-CON-1861	EASTERN SUP STRUCTURES	BRIDGE TYPE TYPICAL CROSS SECTIONS	SHEET 1	1
647.	WDT-AJJ-DRG-400-000-410-CON-1862	EASTERN SUP STRUCTURES	FOOTSCRAY RD CABLE STAY BRIDGE	TYPICAL CROSS SECTIONS	1
648.	WDT-AJJ-DRG-400-000-410-CON-1871	EASTERN SUP STRUCTURES	BRIDGE TYPE TYPICAL CROSS SECTIONS	SHEET 2	1
<b>Attachment 1 to 3b.2.1.4a (Tunnel Geology)</b>					
649.	WDT-AJJ-DRG-200-000-200-CON-2940	WEST GATE FWY AND HYDE STREET	GEOTECHNICAL INVESTIGATIONS	DRAWING LIST	1
650.	WDT-AJJ-DRG-200-000-200-CON-2941	WEST GATE FWY AND HYDE STREET	GEOTECHNICAL INVESTIGATIONS	LEGEND	1
651.	WDT-AJJ-DRG-200-000-200-CON-2942	WEST GATE FWY	GEOTECHNICAL INVESTIGATIONS	KEY PLAN	1
652.	WDT-AJJ-DRG-200-000-200-CON-2943	WEST GATE FWY	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 1	1
653.	WDT-AJJ-DRG-200-000-200-CON-2944	WEST GATE FWY	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 2	1
654.	WDT-AJJ-DRG-200-000-200-CON-2945	WEST GATE FWY	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 3	1
655.	WDT-AJJ-DRG-200-000-200-CON-2946	WEST GATE FWY	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 4	1
656.	WDT-AJJ-DRG-200-000-200-CON-2947	WEST GATE FWY	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 5	1
657.	WDT-AJJ-DRG-200-000-200-CON-2948	WEST GATE FWY	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 6	1
658.	WDT-AJJ-DRG-200-000-200-CON-2949	WEST GATE FWY	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 7	1
659.	WDT-AJJ-DRG-200-000-200-CON-2950	HYDE STREET	GEOTECHNICAL INVESTIGATIONS	KEY PLAN	1
660.	WDT-AJJ-DRG-200-000-200-CON-2951	HYDE STREET	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 1	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
661.	WDT-AJJ-DRG-200-000-200-CON-2952	HYDE STREET	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 2	1
662.	WDT-AJJ-DRG-200-000-200-CON-2954	HYDE STREET EASTBOUND - RAMP H1	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 1	1
663.	WDT-AJJ-DRG-200-000-200-CON-2955	HYDE STREET EASTBOUND - RAMP H1	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 2	1
664.	WDT-AJJ-DRG-200-000-200-CON-2956	HYDE STREET EASTBOUND - RAMP H1	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 3	1
665.	WDT-AJJ-DRG-200-000-200-CON-2957	HYDE STREET WESTBOUND - RAMP H2	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 1	1
666.	WDT-AJJ-DRG-200-000-200-CON-2958	HYDE STREET WESTBOUND - RAMP H2	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 2	1
667.	WDT-AJJ-DRG-200-000-200-CON-2959	HYDE STREET WESTBOUND - RAMP H2	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 3	1
668.	WDT-AJJ-DRG-300-000-200-CON-3000	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	DRAWING LIST	1
669.	WDT-AJJ-DRG-300-000-200-CON-3001	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	LEGEND	1
670.	WDT-AJJ-DRG-300-000-200-CON-3010	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	KEY PLAN	1
671.	WDT-AJJ-DRG-300-000-200-CON-3011	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 1	1
672.	WDT-AJJ-DRG-300-000-200-CON-3012	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 2	1
673.	WDT-AJJ-DRG-300-000-200-CON-3013	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 3	1
674.	WDT-AJJ-DRG-300-000-200-CON-3014	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 4	1
675.	WDT-AJJ-DRG-300-000-200-CON-3015	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 5	1
676.	WDT-AJJ-DRG-300-000-200-CON-3016	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 6	1
677.	WDT-AJJ-DRG-300-000-200-CON-3017	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 7	1
678.	WDT-AJJ-DRG-300-000-200-CON-3018	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	PLAN - SHEET 8	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
679.	WDT-AJJ-DRG-300-000-200-CON-3020	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 1	1
680.	WDT-AJJ-DRG-300-000-200-CON-3021	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 2	1
681.	WDT-AJJ-DRG-300-000-200-CON-3022	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 3	1
682.	WDT-AJJ-DRG-300-000-200-CON-3023	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 4	1
683.	WDT-AJJ-DRG-300-000-200-CON-3024	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 5	1
684.	WDT-AJJ-DRG-300-000-200-CON-3025	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 6	1
685.	WDT-AJJ-DRG-300-000-200-CON-3026	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 7	1
686.	WDT-AJJ-DRG-300-000-200-CON-3027	TUNNEL - TBM MAIN LINE	GEOTECHNICAL INVESTIGATIONS	LONGITUDINAL SECTION - SHEET 8	1
687.	WDT-AJJ-DRG-300-000-200-CON-3030	GROUT CURTAIN AND GROUNDWATER	RECHARGE WELL SYSTEM	DRAWING INDEX	1
688.	WDT-AJJ-DRG-300-000-200-CON-3031	SOUTHERN PORTAL OUTBOUND	GROUT CURTAIN AND GROUNDWATER	RECHARGE WELL SYSTEM	1
689.	WDT-AJJ-DRG-300-000-200-CON-3032	SOUTHERN PORTAL INBOUND	GROUT CURTAIN AND GROUNDWATER	RECHARGE WELL SYSTEM	1
690.	WDT-AJJ-DRG-300-000-200-CON-3033	NORTHERN PORTAL	GROUT CURTAIN AND GROUNDWATER	RECHARGE WELL SYSTEM	1
<b>ATTACHMENT 2 TO 3B.2.1.4A (TBM MAINLINE)</b>					
691.	WDT-AJJ-DRG-300-000-510-CON-3100	TUNNEL - TBM MAINLINE	DRAWING INDEX		1
692.	WDT-AJJ-DRG-300-000-510-CON-3110	TUNNEL - TBM MAINLINE	TBM TUNNEL	TYPICAL CROSS SECTION	1
693.	WDT-AJJ-DRG-300-000-510-CON-3111	TUNNEL - TBM MAINLINE	SEGMENTAL LINING	GENERAL ARRANGEMENT	1
694.	WDT-AJJ-DRG-300-000-510-CON-3112	TUNNEL - TBM MAINLINE	SEGMENTAL LINING	TYPICAL DETAILS SHEET 1	1
695.	WDT-AJJ-DRG-300-000-510-CON-3113	TUNNEL - TBM MAINLINE	SEGMENTAL LINING	TYPICAL DETAILS SHEET 2	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
696.	WDT-AJJ-DRG-300-000-510-CON-3115	TUNNEL - TBM MAINLINE	SMOKE DUCT - GENERAL ARRANGEMENT	PLAN AND SECTIONS	1
697.	WDT-AJJ-DRG-300-000-510-CON-3116	TUNNEL - TBM MAINLINE	SMOKE DUCT - GENERAL ARRANGEMENT	DETAILS SHEET 1	1
698.	WDT-AJJ-DRG-300-000-510-CON-3117	TUNNEL - TBM MAINLINE	SMOKE DUCT - GENERAL ARRANGEMENT	DETAILS SHEET 2	1
699.	WDT-AJJ-DRG-300-000-510-CON-3120	TUNNEL - TBM MAINLINE	ROAD DECK	PLAN & SECTION	1
700.	WDT-AJJ-DRG-300-000-510-CON-3121	TUNNEL - TBM MAINLINE	ROAD DECK DETAILS	SHEET 1 OF 2	1
701.	WDT-AJJ-DRG-300-000-510-CON-3122	TUNNEL - TBM MAINLINE	ROAD DECK DETAILS	SHEET 2 OF 2	1
702.	WDT-AJJ-DRG-300-000-510-CON-3125	TUNNEL - TBM MAINLINE	TUNNEL FURNITURE	BARRIER PLANS AND SECTIONS	1
703.	WDT-AJJ-DRG-300-000-510-CON-3126	TUNNEL - TBM MAINLINE	TBM TUNNEL - PRECAST INVERT SLAB	CROSS SECTION	1
704.	WDT-AJJ-DRG-300-000-510-CON-3130	TUNNEL - TBM MAINLINE	ARCHITECTURAL PANELS	TYPICAL SECTION	1
705.	WDT-AJJ-DRG-300-000-510-CON-3131	TUNNEL - TBM MAINLINE	ARCHITECTURAL PANELS	DETAILS	1
706.	WDT-AJJ-DRG-300-000-510-CON-3160	TUNNEL - TBM MAINLINE	ESTIMATED UNMITIGATED SETTLEMENT	CONTOURS (COMBINED) - SHEET 9	1
707.	WDT-AJJ-DRG-300-000-510-CON-3161	TUNNEL - TBM MAINLINE	ESTIMATED UNMITIGATED SETTLEMENT	CONTOURS (COMBINED) - SHEET 10	1
708.	WDT-AJJ-DRG-300-000-510-CON-3162	TUNNEL - TBM MAINLINE	ESTIMATED UNMITIGATED SETTLEMENT	CONTOURS (COMBINED) - SHEET 11	1
709.	WDT-AJJ-DRG-300-000-510-CON-3163	TUNNEL - TBM MAINLINE	ESTIMATED UNMITIGATED SETTLEMENT	CONTOURS (COMBINED) - SHEET 12	1
710.	WDT-AJJ-DRG-300-000-510-CON-3165	TUNNEL - TBM MAINLINE	ESTIMATED UNMITIGATED SETTLEMENT	CONTOURS (COMBINED) - SHEET 15	1
711.	WDT-AJJ-DRG-300-000-510-CON-3166	TUNNEL - TBM MAINLINE	ESTIMATED UNMITIGATED SETTLEMENT	CONTOURS (COMBINED) - SHEET 16	1
712.	WDT-AJJ-DRG-300-000-510-CON-3167	TUNNEL - TBM MAINLINE	ESTIMATED UNMITIGATED SETTLEMENT	CONTOURS (COMBINED) - SHEET 17	1
713.	WDT-AJJ-DRG-300-000-510-CON-3168	TUNNEL - TBM MAINLINE	ESTIMATED UNMITIGATED SETTLEMENT	CONTOURS (COMBINED) - SHEET 18	1



No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
714.	WDT-AJJ-DRG-300-000-510-CON-3170	TUNNEL - TBM MAINLINE ESTIMATED	UNMITIGATED SETTLEMENT CONTOURS	TUNNELLING & EXCAVATION SHEET 9	1
715.	WDT-AJJ-DRG-300-000-510-CON-3171	TUNNEL - TBM MAINLINE ESTIMATED	UNMITIGATED SETTLEMENT CONTOURS	TUNNELLING & EXCAVATION SHEET 10	1
716.	WDT-AJJ-DRG-300-000-510-CON-3172	TUNNEL - TBM MAINLINE ESTIMATED	UNMITIGATED SETTLEMENT CONTOURS	TUNNELLING & EXCAVATION SHEET 11	1
717.	WDT-AJJ-DRG-300-000-510-CON-3173	TUNNEL - TBM MAINLINE ESTIMATED	UNMITIGATED SETTLEMENT CONTOURS	TUNNELLING & EXCAVATION SHEET 12	1
718.	WDT-AJJ-DRG-300-000-510-CON-3175	TUNNEL - TBM MAINLINE ESTIMATED	UNMITIGATED SETTLEMENT CONTOURS	TUNNELLING & EXCAVATION SHEET 15	1
719.	WDT-AJJ-DRG-300-000-510-CON-3176	TUNNEL - TBM MAINLINE ESTIMATED	UNMITIGATED SETTLEMENT CONTOURS	TUNNELLING & EXCAVATION SHEET 16	1
720.	WDT-AJJ-DRG-300-000-510-CON-3177	TUNNEL - TBM MAINLINE ESTIMATED	UNMITIGATED SETTLEMENT CONTOURS	TUNNELLING & EXCAVATION SHEET 17	1
721.	WDT-AJJ-DRG-300-000-510-CON-3178	TUNNEL - TBM MAINLINE ESTIMATED	UNMITIGATED SETTLEMENT CONTOURS	TUNNELLING & EXCAVATION SHEET 18	1
722.	WDT-NOM-DRG-300-000-510-CON-3179	NORTH YARRA MAIN SEWER DIVERSION	SETTLEMENT CONTOURS	SHAFT CONSTRUCTION	1
723.	WDT-AJJ-DRG-300-000-240-CON-3180	TUNNEL GROUNDWATER CONTROL MEASURES	SOUTHERN PORTAL	PASSIVE INJECTION BORES CONCEPT PLAN	1
724.	WDT-AJJ-DRG-300-000-240-CON-3181	TUNNEL GROUNDWATER CONTROL MEASURES	TBM MAINLINE	PASSIVE INJECTION BORES CONCEPT PLAN	1
725.	WDT-AJJ-DRG-300-000-240-CON-3182	TUNNEL GROUNDWATER CONTROL MEASURES	NORTHERN PORTAL	PASSIVE INJECTION BORES CONCEPT PLAN	1
726.	WDT-AJJ-DRG-300-000-240-CON-3184	TUNNEL GROUNDWATER CONTROL MEASURES	SOUTHERN PORTAL INBOUND	PASSIVE INJECTION BORES CONCEPT PLAN	1
727.	WDT-AJJ-DRG-300-000-240-CON-3185	TUNNEL GROUNDWATER CONTROL MEASURES	NORTHERN PORTAL	SECANT PILE DEPTHS	1
728.	WDT-AJJ-DRG-300-000-240-CON-3186	TUNNEL GROUNDWATER CONTROL MEASURES	TBM MAINLINE	CROSS PASSAGE GROUT DETAILS	1
729.	WDT-AJJ-DRG-300-000-240-CON-3187	TUNNEL GROUNDWATER CONTROL MEASURES	TBM MAINLINE PASSIVE INJECTION BORES	CONCEPT TYPICAL SECTION	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
730.	WDT-AJJ-DRG-300-000-510-CON-3905	TUNNEL - TBM MAINLINE	INSTRUMENTATION AND MONITORING	NOTES	1
731.	WDT-AJJ-DRG-300-000-510-CON-3906	TUNNEL - TBM MAINLINE	INSTRUMENTATION AND MONITORING	ARRAY TYPES	1
732.	WDT-AJJ-DRG-300-000-510-CON-3910	TUNNEL - TBM MAINLINE	INSTRUMENTATION AND MONITORING	SHEET 9	1
733.	WDT-AJJ-DRG-300-000-510-CON-3911	TUNNEL - TBM MAINLINE	INSTRUMENTATION AND MONITORING	SHEET 10	1
734.	WDT-AJJ-DRG-300-000-510-CON-3912	TUNNEL - TBM MAINLINE	INSTRUMENTATION AND MONITORING	SHEET 11	1
735.	WDT-AJJ-DRG-300-000-510-CON-3913	TUNNEL - TBM MAINLINE	INSTRUMENTATION AND MONITORING	SHEET 12	1
736.	WDT-AJJ-DRG-300-000-510-CON-3915	TUNNEL - TBM MAINLINE	INSTRUMENTATION AND MONITORING	SHEET 15	1
737.	WDT-AJJ-DRG-300-000-510-CON-3916	TUNNEL - TBM MAINLINE	INSTRUMENTATION AND MONITORING	SHEET 16	1
738.	WDT-AJJ-DRG-300-000-510-CON-3917	TUNNEL - TBM MAINLINE	INSTRUMENTATION AND MONITORING	SHEET 17	1
739.	WDT-AJJ-DRG-300-000-510-CON-3918	TUNNEL - TBM MAINLINE	INSTRUMENTATION AND MONITORING	SHEET 18	1
<b>ATTACHMENT 3 TO 3B.2.1.4A (TUNNEL SERVICES)</b>					
740.	WDT-AJJ-DRG-300-000-500-CON-3200	ME&I - M&E ELECTRICAL AND POWER	DRAWING INDEX		1
741.	WDT-AJJ-DRG-300-000-500-CON-3210	ME&I - M&E ELECTRICAL AND POWER	MAIN OVERVIEW	SINGLE LINE DIAGRAM	1
742.	WDT-AJJ-DRG-300-000-500-CON-3211	ME&I - M&E ELECTRICAL AND POWER	NORTH TUNNEL VENT SUBSTATION	SINGLE LINE DIAGRAM	1
743.	WDT-AJJ-DRG-300-000-500-CON-3212	ME&I - M&E ELECTRICAL AND POWER	TUNNEL ELECTRICAL PLANT HV-1A & HV-1B	MAIN SINGLE LINE DIAGRAM	1
744.	WDT-AJJ-DRG-300-000-500-CON-3213	ME&I - M&E ELECTRICAL AND POWER	TUNNEL ELECTRICAL PLANT HV-2A & HV-2B	MAIN SINGLE LINE DIAGRAM	1
745.	WDT-AJJ-DRG-300-000-500-CON-3214	ME&I - M&E ELECTRICAL AND POWER	ISS & ATRC 400V SWITCHBOARDS	MAIN SINGLE LINE DIAGRAM	1
746.	WDT-AJJ-DRG-300-000-500-CON-3215	ME&I - M&E ELECTRICAL AND POWER	NORTH TUNNEL VENT SUBSTATION 690V MCCS	SINGLE LINE DIAGRAM	1
747.	WDT-AJJ-DRG-300-000-500-CON-3216	ME&I - M&E ELECTRICAL AND POWER	SERVICES TUNNEL VENTILATION NORTH MCC	SINGLE LINE DIAGRAM	1
748.	WDT-AJJ-DRG-300-000-500-CON-3217	ME&I - M&E ELECTRICAL AND POWER	SOUTH VENT STATION SUBSTATION	SINGLE LINE DIAGRAM	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
749.	WDT-AJJ-DRG-300-000-500-CON-3218	ME&I - M&E ELECTRICAL AND POWER	SERVICES TUNNEL VENTILATION SOUTH MCC	SINGLE LINE DIAGRAM	1
750.	WDT-AJJ-DRG-300-000-500-CON-3219	ME&I - M&E ELECTRICAL AND POWER	MAIN INTAKE SUBSTATION (NORTH)	PROTECTION & METERING LINE DIAGRAM	1
751.	WDT-AJJ-DRG-300-000-500-CON-3220	ME&I - M&E ELECTRICAL AND POWER	SERVICES TUNNEL VENTILATION HV2 MCC	SINGLE LINE DIAGRAM	1
752.	WDT-AJJ-DRG-300-000-500-CON-3221	ME&I - M&E ELECTRICAL AND POWER	SOUTH TUNNEL VENT SUBSTATION MCCS	SINGLE LINE DIAGRAM	1
753.	WDT-AJJ-DRG-300-000-500-CON-3222	ME&I - M&E ELECTRICAL AND POWER	TUNNEL SUBSTATION HV1 JET FAN MCCS	MCC SINGLE LINE DIAGRAM	1
754.	WDT-AJJ-DRG-300-000-500-CON-3223	ME&I - M&E ELECTRICAL AND POWER	TUNNEL SUBSTATION HV2 JET FAN MCCS	MCC SINGLE LINE DIAGRAM	1
755.	WDT-AJJ-DRG-300-000-500-CON-3224	ME&I - M&E ELECTRICAL AND POWER	NORTH - 400V L.V. SWITCHBOARDS	SINGLE LINE DIAGRAM	1
756.	WDT-AJJ-DRG-300-000-500-CON-3225	ME&I - M&E ELECTRICAL AND POWER	EARTHING SYSTEM TUNNEL		1
757.	WDT-AJJ-DRG-300-000-500-CON-3226	ME&I - M&E ELECTRICAL AND POWER	ALTERNATE TRAFFIC CONTROL ROOM	SINGLE LINE DIAGRAM	1
758.	WDT-AJJ-DRG-300-000-500-CON-3227	ME&I - M&E ELECTRICAL AND POWER	NORTH TUNNEL VENT SUBSTATION 400V MCCS	SINGLE LINE DIAGRAM	1
759.	WDT-AJJ-DRG-300-000-500-CON-3228	ME&I - M&E ELECTRICAL AND POWER	HV1 400V LV SWITCHBOARD	SINGLE LINE DIAGRAM	1
760.	WDT-AJJ-DRG-300-000-500-CON-3229	ME&I - M&E ELECTRICAL AND POWER	HV2 400V SWITCHBOARD	SINGLE LINE DIAGRAM	1
761.	WDT-AJJ-DRG-300-000-500-CON-3230	ME&I - M&E ELECTRICAL AND POWER	SOUTH TUNNEL VENT SUBSTATION 400V MCCS	SINGLE LINE DIAGRAM	1
762.	WDT-AJJ-DRG-300-000-500-CON-3231	ME&I - M&E ELECTRICAL AND POWER	SOUTH - 400V LV SWITCHBOARDS	SINGLE LINE DIAGRAM	1
763.	WDT-AJJ-DRG-300-000-500-CON-3236	ME&I - M&E ELECTRICAL AND POWER	SOUTHERN PORTAL STORMWATER SUMP	SINGLE LINE DIAGRAM	1
764.	WDT-AJJ-DRG-300-000-500-CON-3237	ME&I - M&E ELECTRICAL AND POWER	TUNNEL LOW POINT SUMP	690V PUMPS SLD	1
765.	WDT-AJJ-DRG-300-000-500-CON-3238	ME&I - M&E ELECTRICAL AND POWER	NORTHERN COMBINED PORTAL STORMWATER SUMP	SINGLE LINE	1
766.	WDT-AJJ-DRG-300-000-500-CON-3239	ME&I - M&E ELECTRICAL AND POWER	TYPICAL DAMPER CONTROLS		1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
767.	WDT-AJJ-DRG-300-000-500-CON-3250	ME&I - M&E ELECTRICAL AND POWER	MAIN INTAKE SUBSTATION	SITE LAYOUT	1
768.	WDT-AJJ-DRG-300-000-500-CON-3260	ME&I - M&E ELECTRICAL AND POWER	TUNNEL LIGHTING LAYOUT	THRESHOLD ZONE 1 & 2 (TYPICAL)	1
769.	WDT-AJJ-DRG-300-000-500-CON-3261	ME&I - M&E ELECTRICAL AND POWER	TUNNEL LIGHTING LAYOUT	TRANSITION ZONES 1, 2 & 3 (TYPICAL)	1
770.	WDT-AJJ-DRG-300-000-500-CON-3262	ME&I - M&E ELECTRICAL AND POWER	TUNNEL LIGHTING LAYOUT	TRANSITION ZONE 4 (TYPICAL)	1
771.	WDT-AJJ-DRG-300-000-500-CON-3263	ME&I - M&E ELECTRICAL AND POWER	TUNNEL LIGHTING LAYOUT	INTERIOR ZONE 1 (TYPICAL)	1
772.	WDT-AJJ-DRG-300-000-500-CON-3264	ME&I - M&E ELECTRICAL AND POWER	TUNNEL LIGHTING LAYOUT	INTERIOR ZONE 2 (TYPICAL)	1
773.	WDT-AJJ-DRG-300-000-500-CON-3265	ME&I - M&E ELECTRICAL AND POWER	TUNNEL LIGHTING LAYOUT	EXIT ZONES 1 & 2 (TYPICAL)	1
774.	WDT-AJJ-DRG-300-000-500-CON-3266	ME&I - M&E ELECTRICAL AND POWER	TUNNEL LIGHTING	EXIT LIGHTING (TYPICAL)	1
775.	WDT-AJJ-DRG-300-000-500-CON-3267	ME&I - M&E ELECTRICAL AND POWER	TUNNEL LIGHTING	TYPICAL EXIT SIGNAGE DETAIL	1
776.	WDT-AJJ-DRG-300-000-500-CON-3268	ME&I - M&E ELECTRICAL AND POWER	TYPICAL SERVICES TUNNEL LIGHTING ZONE	GENERAL ARRANGEMENT	1
777.	WDT-AJJ-DRG-300-000-500-CON-3269	ME&I - M&E ELECTRICAL AND POWER	TUNNEL LIGHTING	EMERGENCY LIGHTING	1
778.	WDT-AJJ-DRG-300-000-500-CON-3278	ME&I - M&E ELECTRICAL AND POWER	NORTH VENT SUBSTATION LAYOUT		1
779.	WDT-AJJ-DRG-300-000-500-CON-3279	ME&I - M&E ELECTRICAL AND POWER	SOUTH VENT SUBSTATION LAYOUT		1
780.	WDT-AJJ-DRG-300-000-500-CON-3286	ME&I - M&E MECHANICAL	TUNNEL LOW POINT SUMP	TUNNEL PUMP FLOW DIAGRAM	1
781.	WDT-AJJ-DRG-300-000-500-CON-3287	ME&I - M&E MECHANICAL	TUNNEL LOW POINT SUMP	TUNNEL SUMP SECTION	1
782.	WDT-AJJ-DRG-300-000-500-CON-3288	ME&I - M&E MECHANICAL	BORED TUNNEL FIRE TRAP SUMP		1
783.	WDT-AJJ-DRG-300-000-500-CON-3289	ME&I - M&E MECHANICAL	TUNNEL GROUNDWATER DRAINS	SECTION AND DETAILS	1
784.	WDT-AJJ-DRG-300-000-500-CON-3290	ME&I - M&E MECHANICAL	CUT AND COVER TUNNEL	FIRE TRAP DETAILS	1
785.	WDT-AJJ-DRG-300-000-500-CON-3315	ME&I - M&E MECHANICAL	TUNNEL COORDINATED SERVICES LAYOUT	SECTIONS	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
786.	WDT-AJJ-DRG-300-000-500-CON-3316	ME&I - M&E MECHANICAL	TYPICAL TUNNEL SERVICES ROAD LEVEL	COMBINED SERVICES PLAN	1
787.	WDT-AJJ-DRG-300-000-500-CON-3317	ME&I - M&E MECHANICAL	TYPICAL SERVICE TUNNEL ARRANGEMENT	COMBINED SERVICES PLAN	1
788.	WDT-AJJ-DRG-300-000-500-CON-3318	ME&I - M&E MECHANICAL	NORTHERN PORTAL	SMOKE EXTRACT FAN ROOM PLAN	1
789.	WDT-AJJ-DRG-300-000-500-CON-3319	ME&I - M&E MECHANICAL	NORTHERN PORTAL	SMOKE EXTRACT FAN ROOM SECTION	1
790.	WDT-AJJ-DRG-300-000-500-CON-3320	ME&I - M&E MECHANICAL	JET FAN & SMOKE EXTRACT DAMPER	LAYOUT - INBOUND TUNNEL	1
791.	WDT-AJJ-DRG-300-000-500-CON-3321	ME&I - M&E MECHANICAL	JET FAN & SMOKE EXTRACT DAMPER	LAYOUT - OUTBOUND TUNNEL SHEET 1 OF 2	1
792.	WDT-AJJ-DRG-300-000-500-CON-3322	ME&I - M&E MECHANICAL	JET FAN & SMOKE EXTRACT DAMPER	LAYOUT - OUTBOUND TUNNEL SHEET 2 OF 2	1
793.	WDT-AJJ-DRG-300-000-500-CON-3323	ME&I - M&E MECHANICAL	TUNNEL VENT	OVERALL SYSTEM SINGLE LINE DIAGRAM	1
794.	WDT-AJJ-DRG-300-000-500-CON-3324	ME&I - M&E MECHANICAL	TUNNEL VENT - NORTHERN PORTAL	SMOKE EXTRACT SINGLE LINE DIAGRAM	1
795.	WDT-AJJ-DRG-300-000-500-CON-3325	ME&I - M&E MECHANICAL	TUNNEL VENT - SOUTHERN PORTAL	SMOKE EXTRACT SINGLE LINE DIAGRAM	1
796.	WDT-AJJ-DRG-300-000-500-CON-3326	ME&I - M&E MECHANICAL	SERVICE ROAD TUNNEL SCHEMATIC		1
797.	WDT-AJJ-DRG-300-000-500-CON-3327	ME&I - M&E MECHANICAL	E.O.U STAIR PRESSURISATION SYSTEM	GENERAL ARRANGEMENT PLAN	1
798.	WDT-AJJ-DRG-300-000-500-CON-3328	ME&I - M&E MECHANICAL	E.O.U STAIR PRESSURISATION SYSTEM	GENERAL ARRANGEMENT SECTIONS	1
799.	WDT-AJJ-DRG-300-000-500-CON-3329	ME&I - M&E MECHANICAL	SOUTHERN PORTAL INBOUND STRUCTURE	VENTILATION LAYOUT	1
800.	WDT-AJJ-DRG-300-000-500-CON-3330	ME&I - M&E MECHANICAL	SOUTHERN PORTAL OUTBOUND STRUCTURE	VENTILATION AND SMOKE FAN LAYOUT	1
801.	WDT-AJJ-DRG-300-000-500-CON-3331	ME&I - M&E MECHANICAL	SOUTHERN PORTAL OUTBOUND STRUCTURE	SECTIONS SHEET 1	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
802.	WDT-AJJ-DRG-300-000-500-CON-3333	ME&I - M&E MECHANICAL	NORTHERN PORTAL - PRESSURISATION	DUCT GENERAL ARRANGEMENT	1
803.	WDT-AJJ-DRG-300-000-500-CON-3334	ME&I - M&E MECHANICAL	POLLUTION AND AIR FLOW SENSORS	SCHEMATIC	1
804.	WDT-AJJ-DRG-300-000-500-CON-3335	ME&I - M&E MECHANICAL	HIGH PRESSURE SMOKE EXTRACT FAN	GENERAL ARRANGEMENT LAYOUT	1
805.	WDT-AJJ-DRG-300-000-500-CON-3336	ME&I - M&E MECHANICAL	SMOKE EXTRACT DAMPER TYPE 1	TYPICAL GENERAL ARRANGEMENT	1
806.	WDT-AJJ-DRG-300-000-500-CON-3350	ME&I - M&E FIRE	FIRE DETECTION AND ALARM	SYSTEM DETAIL	1
807.	WDT-AJJ-DRG-300-000-500-CON-3351	ME&I - M&E FIRE	FIRE DETECTION AND ALARM	SYSTEM SCHEMATIC	1
808.	WDT-AJJ-DRG-300-000-500-CON-3352	ME&I - M&E FIRE	TYPICAL TYCO TN-25 DELUGE ZONE	TYPICAL PLAN	1
809.	WDT-AJJ-DRG-300-000-500-CON-3353	ME&I - M&E FIRE	EMERGENCY EQUIPMENT CABINET	LAYOUT	1
810.	WDT-AJJ-DRG-300-000-500-CON-3354	ME&I - M&E FIRE	FIRE SERVICE RING MAIN	TUNNEL SCHEMATIC	1
811.	WDT-AJJ-DRG-300-000-500-CON-3355	ME&I - M&E FIRE	DELUGE SYSTEM PUMP	SCHEMATIC	1
812.	WDT-AJJ-DRG-300-000-500-CON-3360	ME&I - M&E HYDRAULIC	DRAINAGE SCHEMATIC		1
813.	WDT-AJJ-DRG-300-000-500-CON-3371	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	PROVISION FOR POLLUTION CONTROL EQUIPMENT - PLAN	1
814.	WDT-AJJ-DRG-300-000-500-CON-3372	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	PROVISION FOR POLLUTION CONTROL EQUIPMENT - LONG SECTION	1
815.	WDT-AJJ-DRG-300-000-500-CON-3373	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	PROVISION FOR POLLUTION CONTROL EQUIPMENT - CROSS SECTION	1
816.	WDT-AJJ-DRG- 300-000-500-CON-3374	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	PROVISION FOR POLLUTION CONTROL EQUIPMENT - PLAN	1
817.	WDT-AJJ-DRG-300-000-500-CON-3375	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	PROVISION FOR POLLUTION CONTROL EQUIPMENT - LONG SECTION	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
818.	WDT-AJJ-DRG-300-000-500-CON-3376	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	PROVISION FOR POLLUTION CONTROL EQUIPMENT - CROSS SECTION	1
819.	WDT-AJJ-DRG-300-000-500-CON-3377	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	INSTALLED POLLUTION CONTROL EQUIPMENT - PLAN	1
820.	WDT-AJJ-DRG-300-000-500-CON-3378	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	INSTALLED POLLUTION CONTROL EQUIPMENT - LONG SECTION	1
821.	WDT-AJJ-DRG-300-000-500-CON-3379	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	INSTALLED POLLUTION CONTROL EQUIPMENT - CROSS SECTION	1
822.	WDT-AJJ-DRG-300-000-500-CON-3380	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	INSTALLED POLLUTION CONTROL EQUIPMENT - PLAN	1
823.	WDT-AJJ-DRG-300-000-500-CON-3381	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	INSTALLED POLLUTION CONTROL EQUIPMENT - LONG SECTION	1
824.	WDT-AJJ-DRG-300-000-500-CON-3382	ME&I - M&E FIRE	NORTHERN TUNNEL VENTILATION BUILDING	INSTALLED POLLUTION CONTROL EQUIPMENT - CROSS SECTION	1
<b>ATTACHMENT 4 TO 3B.2.1.4A (SOUTH PORTAL)</b>					
825.	WDT-MJA-DRG-301-000-500-CON-3400	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE	DRAWING INDEX	1
826.	WDT-AJJ-DRG-301-000-500-CON-3405	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE	SITE PLAN	1
827.	WDT-MJA-DRG-301-000-500-CON-3410	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE - GENERAL ARRANGEMENT	PLAN - SHEET 1	1
828.	WDT-MJA-DRG-301-000-500-CON-3411	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE - GENERAL ARRANGEMENT	PLAN - SHEET 2	1
829.	WDT-MJA-DRG-301-000-500-CON-3420	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE - SOUTH WALL	LONGITUDINAL SECTION - SHEET 1	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
830.	WDT-MJA-DRG-301-000-500-CON-3421	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE - SOUTH WALL	LONGITUDINAL SECTION - SHEET 2	1
831.	WDT-MJA-DRG-301-000-500-CON-3425	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE - NORTH WALL	LONGITUDINAL SECTION - SHEET 1	1
832.	WDT-MJA-DRG-301-000-500-CON-3426	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE - NORTH WALL	LONGITUDINAL SECTION - SHEET 2	1
833.	WDT-MJA-DRG-301-000-500-CON-3430	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE	TYPICAL SECTION - CH. 11790	1
834.	WDT-MJA-DRG-301-000-500-CON-3431	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE	TYPICAL SECTION - CH. 11740	1
835.	WDT-MJA-DRG-301-000-500-CON-3432	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE	TYPICAL SECTION - CH. 11690	1
836.	WDT-MJA-DRG-301-000-500-CON-3433	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE	TYPICAL SECTION - CH. 11640	1
837.	WDT-MJA-DRG-301-000-500-CON-3434	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE	TYPICAL SECTION - CH. 11570	1
838.	WDT-MJA-DRG-301-000-500-CON-3435	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE	TYPICAL SECTION - CH. 11570	1
839.	WDT-MJA-DRG-301-000-500-CON-3450	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE	STRUCTURAL DETAILS	1
840.	WDT-MJA-DRG-301-000-500-CON-3451	SOUTHERN PORTAL PERMANENT WORKS	INBOUND STRUCTURE	WATERPROOFING DETAIL AT HEADWALL	1
841.	WDT-MJA-DRG-301-000-500-CON-3500	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	DRAWING INDEX	1
842.	WDT-AJJ-DRG-301-000-510-CON-3505	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	SITE PLAN	1
843.	WDT-MJA-DRG-301-000-510-CON-3510	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE - GENERAL ARRANGEMENT	PLAN - SHEET 1	1
844.	WDT-MJA-DRG-301-000-510-CON-3511	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE - GENERAL ARRANGEMENT	PLAN - SHEET 2	1
845.	WDT-MJA-DRG-301-000-510-CON-3520	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE - SOUTH WALL	LONGITUDINAL SECTION - SHEET 1	1
846.	WDT-MJA-DRG-301-000-510-CON-3521	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE - SOUTH WALL	LONGITUDINAL SECTION - SHEET 2	1



No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
847.	WDT-MJA-DRG-301-000-510-CON-3530	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	CROSS SECTION – CH 50900	1
848.	WDT-MJA-DRG-301-000-510-CON-3531	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	CROSS SECTION – CH 50850	1
849.	WDT-MJA-DRG-301-000-510-CON-3532	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	CROSS SECTION – CH 50800	1
850.	WDT-MJA-DRG-301-000-510-CON-3533	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	CROSS SECTION – CH 50700	1
851.	WDT-MJA-DRG-301-000-510-CON-3534	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	CROSS SECTION – CH 50660	1
852.	WDT-MJA-DRG-301-000-510-CON-3535	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	CROSS SECTION – CH 50620	1
853.	WDT-MJA-DRG-301-000-510-CON-3536	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	CROSS SECTION – CH 50600	1
854.	WDT-MJA-DRG-301-000-510-CON-3550	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	STRUCTURAL DETAILS – SHEET 1	1
855.	WDT-MJA-DRG-301-000-510-CON-3551	SOUTHERN PORTAL PERMANENT WORKS	OUTBOUND STRUCTURE	WATERPROOFING DETAIL AT HEADWALL	1
<b>ATTACHMENT 5 TO 3B.2.1.4A (NORTH PORTAL)</b>					
856.	WDT-AJJ-DRG-300-000-500-CON-3700	TUNNEL NORTHERN PORTAL	DRAWING INDEX	SHEET 1	1
857.	WDT-AJJ-DRG-300-000-500-CON-3705	TUNNEL NORTHERN PORTAL	INBOUND STRUCTURE	SITE PLAN	1
858.	WDT-AJJ-DRG-300-000-500-CON-3710	TUNNEL NORTHERN PORTAL	PLAN AND LONGITUDINAL SECTION	SHEET 1	1
859.	WDT-AJJ-DRG-300-000-500-CON-3711	TUNNEL NORTHERN PORTAL	PLAN AND LONGITUDINAL SECTION	SHEET 2	1
860.	WDT-AJJ-DRG-300-000-500-CON-3712	TUNNEL NORTHERN PORTAL	PLAN AND LONGITUDINAL SECTION	SHEET 3	1
861.	WDT-AJJ-DRG-300-000-500-CON-3713	TUNNEL NORTHERN PORTAL	PLAN AND LONGITUDINAL SECTION	SHEET 4	1
862.	WDT-AJJ-DRG-300-000-500-CON-3730	TUNNEL NORTHERN PORTAL	CROSS SECTION	CH 14150 - SHEET 1	1
863.	WDT-AJJ-DRG-300-000-500-CON-3731	TUNNEL NORTHERN PORTAL	CROSS SECTION	CH 14248 - SHEET 2	1
864.	WDT-AJJ-DRG-300-000-500-CON-3732	TUNNEL NORTHERN PORTAL	CROSS SECTION	CH 14280 - SHEET 3	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
865.	WDT-AJJ-DRG-300-000-500-CON-3733	TUNNEL NORTHERN PORTAL	CROSS SECTION	CH 14360 - SHEET 4	1
866.	WDT-AJJ-DRG-300-000-500-CON-3734	TUNNEL NORTHERN PORTAL	CROSS SECTION	CH 14460 - SHEET 5	1
867.	WDT-AJJ-DRG-300-000-500-CON-3735	TUNNEL NORTHERN PORTAL	CROSS SECTION	CH 14600 - SHEET 6	1
868.	WDT-AJJ-DRG-300-000-500-CON-3750	TUNNEL NORTHERN PORTAL	TYPICAL PILE DETAILS		1
<b>3b.2.14b Tunnel Cross Passages</b>					
869.	WDT-NOM-DRG-300-000-510-CON-3801	TUNNEL CROSS PASSAGE	DRAWING INDEX		1
870.	WDT-NOM-DRG-300-000-510-CON-3810	TUNNEL CROSS PASSAGE	STANDARD JACKED BOX DETAILS	SHEET 1	1
871.	WDT-NOM-DRG-300-000-510-CON-3813	TUNNEL CROSS PASSAGE	MINED TUNNEL XP-02 DETAILS	SHEET 1	1
872.	WDT-NOM-DRG-300-000-510-CON-3814	TUNNEL CROSS PASSAGE	MINED TUNNEL XP-03 DETAILS	SHEET 1	1
873.	WDT-NOM-DRG-300-000-510-CON-3817	TUNNEL CROSS PASSAGE	MINED TUNNEL SUMP DETAILS	SHEET 1	1
874.	WDT-NOM-DRG-300-000-510-CON-3818	TUNNEL CROSS PASSAGE	MINED TUNNEL SUMP DETAILS	SHEET 2	1
<b>3b.2.1.6 Redundancy Scenarios</b>					
875.	WDT-AJJ-DRG-100-000-300-CON-0905	REDUNDANCY SCENARIO	H8 SCHEMATIC WEST		1
876.	WDT-AJJ-DRG-100-000-300-CON-0906	REDUNDANCY SCENARIO	H8-1A CD CLOSURE EB	GRIEVE - MILLERS	1
877.	WDT-AJJ-DRG-100-000-300-CON-0907	REDUNDANCY SCENARIO	H8-1B CD CLOSURE EB	MILLERS - WILLIAMSTOWN	1
878.	WDT-AJJ-DRG-100-000-300-CON-0908	REDUNDANCY SCENARIO	H8-1C MC CLOSURE EB	GRIEVE - MILLERS	1
879.	WDT-AJJ-DRG-100-000-300-CON-0909	REDUNDANCY SCENARIO	H8-1D MC CLOSURE EB	MILLERS - WILLIAMSTOWN	1
880.	WDT-AJJ-DRG-100-000-300-CON-0910	REDUNDANCY SCENARIO	H8-1E MC CLOSURE WB	GRIEVE - MILLERS	1
881.	WDT-AJJ-DRG-100-000-300-CON-0911	REDUNDANCY SCENARIO	H8-1F MC CLOSURE WB	MILLERS - WILLIAMSTOWN	1
882.	WDT-AJJ-DRG-100-000-300-CON-0912	REDUNDANCY SCENARIO	H8-1G MC CLOSURE WB	GRIEVE - MILLERS	1
883.	WDT-AJJ-DRG-100-000-300-CON-0913	REDUNDANCY SCENARIO	H8-1H MC CLOSURE WB	MILLERS - WILLIAMSTOWN	1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
884.	WDT-AJJ-DRG-100-000-300-CON-0914	REDUNDANCY SCENARIO	H8-11 MC CLOSURE TURNAROUND EB	GRIEVE - MILLERS	1
885.	WDT-AJJ-DRG-100-000-300-CON-0915	REDUNDANCY SCENARIO	H8-1J MC CLOSURE TURNAROUND WB	GRIEVE - MILLERS	1
886.	WDT-AJJ-DRG-100-000-300-CON-0916	REDUNDANCY SCENARIO	H8-2 WEST GATE BRIDGE CLOSURE EB	WEST	1
887.	WDT-AJJ-DRG-100-000-300-CON-0917	REDUNDANCY SCENARIO	H8-3 WEST GATE BRIDGE CLOSURE WB	WEST	1
888.	WDT-AJJ-DRG-100-000-300-CON-0918	REDUNDANCY SCENARIO	H8-4 WD TUNNEL CLOSURE EB	WEST	1
889.	WDT-AJJ-DRG-100-000-300-CON-0919	REDUNDANCY SCENARIO	H8-5 WD TUNNEL CLOSURE WB	WEST	1
890.	WDT-AJJ-DRG-100-000-300-CON-0920	REDUNDANCY SCENARIO	H8 SCHEMATIC EAST		1
891.	WDT-AJJ-DRG-100-000-300-CON-0921	REDUNDANCY SCENARIO	H8-2 WEST GATE BRIDGE CLOSURE EB	EAST	1
892.	WDT-AJJ-DRG-100-000-300-CON-0922	REDUNDANCY SCENARIO	H8-3 WEST GATE BRIDGE CLOSURE WB	EAST	1
893.	WDT-AJJ-DRG-100-000-300-CON-0923	REDUNDANCY SCENARIO	H8-5 WD TUNNEL CLOSURE WB	EAST	1
<b>2.15 - 7 Part H13</b>					
894.	WDT-AJJ-DRG-400-000-305-CON-0931	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	DRAWING INDEX	1
895.	WDT-AJJ-DRG-400-000-305-CON-0933	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	KEY PLAN	1
896.	WDT-AJJ-DRG-400-000-305-CON-0935	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	SHEET 1 OF 5	1
897.	WDT-AJJ-DRG-400-000-305-CON-0936	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	SHEET 2 OF 5	1
898.	WDT-AJJ-DRG-400-000-305-CON-0937	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	SHEET 3 OF 5	1
899.	WDT-AJJ-DRG-400-000-305-CON-0938	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	SHEET 4 OF 5	1
900.	WDT-AJJ-DRG-400-000-305-CON-0939	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	SHEET 5 OF 5	1
<b>3b.2.1.8 OHVD Solution</b>					
901.	WDT-AJJ-DRG-100-000-300-CON-0924	REDUNDANCY SCENARIO	OHVD SYSTEM WEST		1
902.	WDT-AJJ-DRG-100-000-300-CON-0925	REDUNDANCY SCENARIO	OHVD SYSTEM EAST		1

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
<b>3b.3 Operations and maintenance outcomes</b>					
903.	WDT-AJJ-DRG-100-000-300-CON-0964	INCIDENT RESPONSE STAGING AREAS	PRIMARY NORTHERN PORTAL	LAYOUT PLAN	1
904.	WDT-AJJ-DRG-100-000-300-CON-0965	INCIDENT RESPONSE STAGING AREAS	PRIMARY NORTHERN PORTAL	LAYOUT PLAN	1
905.	WDT-AJJ-DRG-100-000-300-CON-0966	INCIDENT RESPONSE STAGING AREAS	SECONDARY COOK STREET	LAYOUT PLAN	1
906.	WDT-AJJ-DRG-100-000-300-CON-0967	INCIDENT RESPONSE STAGING AREAS	SECONDARY WILLIAMSTOWN ROAD	LAYOUT PLAN	1
907.	WDT-AJJ-DRG-100-000-300-CON-0968	INCIDENT RESPONSE STAGING AREAS	SECONDARY SOUTHERN PORTAL AREA	LAYOUT PLAN	1
908.	WDT-AJJ-DRG-100-000-300-CON-0969	INCIDENT RESPONSE STAGING AREAS	SECONDARY MILLERS ROAD CHANGE	LAYOUT PLAN	1
909.	WDT-AJJ-DRG-100-000-300-CON-0970	INCIDENT RESPONSE STAGING AREAS	SECONDARY M80 INTERCHANGE	LAYOUT PLAN	1
910.	WDT-AJJ-DRG-100-000-300-CON-0971	INCIDENT RESPONSE STAGING AREAS	SECONDARY M80 INTERCHANGE	LAYOUT PLAN	1
<b>3b.6 Allowances for future rail infrastructure</b>					
911.	WDT-AJJ-DRG-400-000-305-CON-0931	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	DRAWING INDEX	1
912.	WDT-AJJ-DRG-400-000-305-CON-0933	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	KEY PLAN	1
913.	WDT-AJJ-DRG-400-000-305-CON-0935	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	SHEET 1 OF 5	1
914.	WDT-AJJ-DRG-400-000-305-CON-0936	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	SHEET 2 OF 5	1
915.	WDT-AJJ-DRG-400-000-305-CON-0937	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	SHEET 3 OF 5	1
916.	WDT-AJJ-DRG-400-000-305-CON-0938	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	SHEET 4 OF 5	1
917.	WDT-AJJ-DRG-400-000-305-CON-0939	CITY ACCESS AND BYPASS	RAIL - FUTURE INFRASTRUCTURE	SHEET 5 OF 5	1

Table K4.2 – List of amendments

No.	Table K4.1 ref no.	Drawing	Amendment
1.	791	WDT-AJJ-DRG-300-000-500-CON-3323	Amend as follows:  Isolation damper to be provided on tunnel side of ventilation system.
2.	31	WDT-AJJ-DRG-400-000-300-CON-0223	Detailed design of Wurundjeri Way Extension to be updated for V70 design speed
3.	125 126 127	WDT-JJ-DRG-200-00-300-CON-0054 WDT-JJ-DRG-200-00-300-CON-0055 WDT-JJ-DRG-200-00-300-CON-0056	LED floodlights located in the verge are to be without an outreach arm
4.	119	WDT-AJJ-DRG-407-SRC-300-CON-0001	16.3% grade is not compliant with AS1428. Further development is required during detailed design to the satisfaction of the Facility Owner
5.	42 60 487	WDT-AJJ-DRG-200-CBB-300-CON-0503 WDT-AJJ-DRG-202-CAB-300-CON-0502 WDT-AJJ-DRG-202-000-410-CON-1081	Amend as follows:  Millers Road height clearance to be 5.5 m minimum
6.	236 237	WDT-AJJ-DRG-400-000-300-CON-0324 WDT-AJJ-DRG-400-000-300-CON-0325	An access track 4 m wide is required within the Project Boundary adjacent to the cladding wall on the southwestern side of Wurundjeri Way structure at ground level, with a security fence to separate from the E-Gate site.  The access track shall connect to Dudley Street via the existing VicTrack entry road at Dudley Street.  Access hatches are to be installed in the southwest facing cladding wall for structural inspections.
7.	56	WDT-AJJ-DRG-202-C3C-300-CON-0501	Amend as follows:  SUP (MSCC) height clearance required to be min. 5.9 m

Table K4.3 – List of clarifications

No.	Table K4.1 ref no.	Clarification
1.	274	As per the response to clarification no. 27, an assessment has been made as to the current condition of the pavement based on the documentation provided, further investigations and site

No.	Table K4.1 ref no.	Clarification
		<p>inspections.</p> <p>From this assessment an allowance has been made for the repair of pavements prior to being resurfaced, overlaid or rehabilitated in accordance with the following areas and pavement types identified on Project Wide Pavement Drawing WDT-AJJ-DRG-100-000-330-CON-0032</p> <ul style="list-style-type: none"> <li>• Type H;</li> <li>• Type I;</li> <li>• Type K;</li> <li>• Type O; and</li> <li>• Type Q.</li> </ul>
2.	271 276 277 279 280 281	<p>As per the response to clarification no. 28, the scope allowed for in the areas of resurfacing (identified as Pavement Type Q on Drawings WDT-AJJ-DRG-100-000-330-CON-0032,0401,0402,0403,0451,0452) of the Princes Freeway and West Gate Freeway is as follows:</p> <ul style="list-style-type: none"> <li>• visually inspect and identify any areas of distressed pavement and undertake appropriate remedial repair/patching;</li> <li>• remove / profile existing Open Graded Asphalt (OGA) / Wearing Course layer (30-40mm);</li> <li>• undertake minor regulation to ensure uniform lane cross section (i.e. no rutting of wheel paths); and</li> <li>• place new OGA wearing layer.</li> </ul>
3.	460	<p>As per the response to clarification no 57, passive safety aspects are provided along the Veloway route (elevated shared use path along Footscray Road) by provision of lighting, CCTV camera and monitoring at the Transurban traffic control centre. Emergency (Ambulance) and maintenance vehicles are able to access the Veloway with entrance and exit provisions at each end.</p>

## Part K5 Concept Design – Urban Design

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### 1. General

- (a) To the extent that the documents listed in Table K5.1 or Table K5.2 contain images or pictures, the Works must be consistent with the following elements of those images or pictures:
- (i) Colours;
  - (ii) Fixtures;
  - (iii) Textures;
  - (iv) Fittings;
  - (v) Forms;
  - (vi) Shapes and sizes;
  - (vii) Visual integration with surrounding environment;
  - (viii) Quality;
  - (ix) Features; and
  - (x) Design intent.
- (b) Subject to the provisions of the Project Requirements and the Concept Design, where a product is specified within any part of any document comprising this Part K5, Project Co can only use that product, or approved equivalent product.

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### 2. Documents comprising Part K5

This Part K5 comprises the attachments identified in Table K5.1 and Table 5.2, as further amended and clarified in accordance with Table K5.3 and Table K5.4.

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### 3. Effects of Tables in Part K5

Without limiting section 1.1(d) of Part A, Project Co acknowledges and agrees that the State makes no representation and gives no warranty in connection with whether:

- (a) the amendments and clarifications set out in Table K5.2 and Table K5.3 to any part of any document which comprises this Part K5 will ensure compliance with the Project Requirements; or
- (b) it has reviewed or checked the adequacy, accuracy or completeness of any part of any document which comprises this Part K5 or that they comply with the requirements of the State Project Documents.

## 4. Tables

Table K5.1 – List of reports

No.	Attachment	Rev	Date
1.	3b.4.1 Package One - Urban Design Framework Report	1	Not Applicable

Table K5.2 – Package Two - List of drawings

### Drawing Index Sheets

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
1.	WDT-WDM-DRG-100-000-810-CON-5001-0	PROJECT WIDE	DRAWING INDEX ALL PACKAGES	SHEET 1	1
2.	WDT-WDM-DRG-100-000-810-CON-5002-0	PROJECT WIDE	DRAWING INDEX ALL PACKAGES	SHEET 2	1
3.	WDT-WDM-DRG-100-000-810-CON-5003-0	PROJECT WIDE	DRAWING INDEX ALL PACKAGES	SHEET 3	1
4.	WDT-WDM-DRG-100-000-810-CON-5004-0	PROJECT WIDE	DRAWING INDEX ALL PACKAGES	SHEET 4	1
5.	WDT-WDM-DRG-100-000-810-CON-5005-0	PROJECT WIDE	DRAWING INDEX ALL PACKAGES	SHEET 5	1
6.	WDT-WDM-DRG-100-000-810-CON-5006-0	PROJECT WIDE	DRAWING INDEX ALL PACKAGES	SHEET 6	1
7.	WDT-WDM-DRG-100-000-810-CON-5007-0	PROJECT WIDE	DRAWING INDEX ALL PACKAGES	SHEET 7	1
8.	WDT-WDM-DRG-100-000-810-CON-5008-0	PROJECT WIDE	DRAWING INDEX ALL PACKAGES	SHEET 8	1
9.	WDT-WDM-DRG-100-000-810-CON-5009-0	PROJECT WIDE	DRAWING INDEX ALL PACKAGES	SHEET 9	1
10.	WDT-WDM-DRG-100-000-810-CON-5020-0	PROJECT WIDE	DRAWING INDEX ATTACHMENT 1	SHEET 1	1
11.	WDT-WDM-DRG-100-000-810-CON-5021-0	PROJECT WIDE	DRAWING INDEX ATTACHMENT 1	SHEET 2	1
12.	WDT-WDM-DRG-100-000-810-CON-5022-0	PROJECT WIDE	DRAWING INDEX ATTACHMENT 2	SHEET 1	1
13.	WDT-WDM-DRG-100-000-810-CON-5023-0	PROJECT WIDE	DRAWING INDEX ATTACHMENT 3	SHEET 1	1
14.	WDT-WDM-DRG-100-000-810-CON-5024-0	PROJECT WIDE	DRAWING INDEX ATTACHMENT 3	SHEET 2	1
15.	WDT-WDM-DRG-100-000-810-CON-5025-0	PROJECT WIDE	DRAWING INDEX ATTACHMENT 3	SHEET 3	1
16.	WDT-WDM-DRG-100-000-810-CON-5027-0	PROJECT WIDE	DRAWING INDEX ATTACHMENT 4	SHEET 1	1
17.	WDT-WDM-DRG-100-000-810-CON-5028-0	PROJECT WIDE	DRAWING INDEX ATTACHMENT 4	SHEET 2	1
18.	WDT-WDM-DRG-100-000-810-CON-5030-0	PROJECT WIDE	DRAWING INDEX ATTACHMENT 5	SHEET 1	1

#### (a) General (Attachment 1)

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
1	WDT-WDM-DRG-100-000-810-CON-5010-1	PROJECT WIDE	MATERIALS PALETTE	SHEET 1	1



Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
2	WDT-WDM-DRG-100-000-810-CON-5011-1	PROJECT WIDE	MATERIALS PALETTE	SHEET 2	1
3	WDT-WDM-DRG-100-000-810-CON-5100-1	PROJECT WIDE	DRAWING INDEX PACKAGE	SHEET 1	1
4	WDT-WDM-DRG-200-000-810-CON-5101-1	WESTGATE FWY AND HYDE STREET	URBAN DESIGN MASTER PLAN	SHEET 1	1
5	WDT-WDM-DRG-200-000-810-CON-5102-1	WESTGATE FWY AND HYDE STREET	URBAN DESIGN MASTER PLAN	SHEET 2	1
6	WDT-WDM-DRG-200-000-810-CON-5103-1	WESTGATE FWY AND HYDE STREET	URBAN DESIGN MASTER PLAN	SHEET 3	1
7	WDT-WDM-DRG-200-000-810-CON-5104-1	WESTGATE FWY AND HYDE STREET	URBAN DESIGN MASTER PLAN	SHEET 4	1
8	WDT-WDM-DRG-200-000-810-CON-5105-1	WESTGATE FWY AND HYDE STREET	URBAN DESIGN MASTER PLAN	SHEET 5	1
9	WDT-WDM-DRG-200-000-810-CON-5106-1	WESTGATE FWY AND HYDE STREET	URBAN DESIGN MASTER PLAN	SHEET 6	1
10	WDT-WDM-DRG-300-000-810-CON-5107-1	TUNNEL	URBAN DESIGN MASTER PLAN	SHEET 7	1
11	WDT-WDM-DRG-400-000-810-CON-5108-1	CITY ACCESS AND BYPASS	URBAN DESIGN MASTER PLAN	SHEET 8	1
12	WDT-WDM-DRG-400-000-810-CON-5109-1	CITY ACCESS AND BYPASS	URBAN DESIGN MASTER PLAN	SHEET 9	1
13	WDT-WDM-DRG-400-000-810-CON-5110-1	CITY ACCESS AND BYPASS	URBAN DESIGN MASTER PLAN	SHEET 10	1
14	WDT-WDM-DRG-400-000-810-CON-5111-1	CITY ACCESS AND BYPASS	URBAN DESIGN MASTER PLAN	SHEET 11	1
15	WDT-TCT-DRG-100-000-820-CON-5130	PROJECT WIDE	DRAWING INDEX PACKAGE (2) (a) (ii)		1
16	WDT-TCT-DRG-200-000-820-CON-5131	PROJECT WIDE	VISUAL IMPACT ASSESSMENT BASE LOCATIONS	SHEET 1	1
17	WDT-TCT-DRG-200-000-820-CON-5132	PROJECT WIDE	VISUAL IMPACT ASSESSMENT BASE LOCATIONS	SHEET 2	1
18	WDT-TCT-DRG-300-000-820-CON-5133	PROJECT WIDE	VISUAL IMPACT ASSESSMENT BASE LOCATIONS	SHEET 3	1
19	WDT-TCT-DRG-400-000-820-CON-5134	PROJECT WIDE	VISUAL IMPACT ASSESSMENT BASE LOCATIONS	SHEET 4	1
20	WDT-TCT-DRG-400-000-820-CON-5135	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 1	SHEET 5	1
21	WDT-TCT-DRG-100-000-820-CON-5136	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 2	SHEET 6	1
22	WDT-TCT-DRG-100-000-820-CON-5137	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 3	SHEET 7	1
23	WDT-TCT-DRG-200-000-820-CON-5138	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 4	SHEET 8	1
24	WDT-TCT-DRG-200-000-820-CON-5139	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 5	SHEET 9	1
25	WDT-TCT-DRG-300-000-820-CON-5140	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 6	SHEET 10	1
26	WDT-TCT-DRG-400-000-820-CON-5141	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 7	SHEET 11	1
27	WDT-TCT-DRG-400-000-820-CON-5142	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 8	SHEET 12	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
28	WDT-TCT-DRG-400-000-820-CON-5143	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 9	SHEET 13	1
29	WDT-TCT-DRG-400-000-820-CON-5144	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 10	SHEET 14	1
30	WDT-TCT-DRG-400-000-820-CON-5145	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 11	SHEET 15	1
31	WDT-TCT-DRG-400-000-820-CON-5146	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 12	SHEET 16	1
32	WDT-TCT-DRG-400-000-820-CON-5147	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 13	SHEET 17	1
33	WDT-TCT-DRG-400-000-820-CON-5148	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 14	SHEET 18	1
34	WDT-TCT-DRG-400-000-820-CON-5149	PROJECT WIDE	VISUAL IMPACT ASSESSMENT PHOTOMONTAGE 15	SHEET 19	1
35	WDT-WDM-DRG-100-000-800-CON-5150	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 1	1
36	WDT-WDM-DRG-100-000-800-CON-5151	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 2	1
37	WDT-WDM-DRG-100-000-800-CON-5152	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 3	1
38	WDT-WDM-DRG-100-000-800-CON-5153	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 4	1
39	WDT-WDM-DRG-100-000-800-CON-5154	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 5	1
40	WDT-WDM-DRG-100-000-800-CON-5155	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 6	1
41	WDT-WDM-DRG-100-000-800-CON-5156	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 7	1
42	WDT-WDM-DRG-100-000-800-CON-5157	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 8	1
43	WDT-WDM-DRG-100-000-800-CON-5158	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 9	1
44	WDT-WDM-DRG-100-000-800-CON-5159	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 10	1
45	WDT-WDM-DRG-100-000-800-CON-5160	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 11	1
46	WDT-WDM-DRG-100-000-800-CON-5161	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 12	1
47	WDT-WDM-DRG-100-000-800-CON-5162	PROJECT WIDE	URBAN DESIGN RENDERS	SHEET 13	1
48	WDT-WDM-DRG-200-000-810-CON-5900	WESTGATE FWY AND HYDE STREET	M80 INTERCHANGE FEATURE LIGHT SCULPTURE	PLAN AND ELEVATION	1
49	WDT-WDM-DRG-200-000-810-CON-5901	WESTGATE FWY AND HYDE STREET	M80 INTERCHANGE FEATURE LIGHT SCULPTURE	TYICAL DETAILS	1
50	WDT-WDM-DRG-200-000-810-CON-5902	WESTGATE FWY AND HYDE STREET	M80 INTERCHANGE FEATURE LIGHT SCULPTURE	3D SKETCHES SHEET 1	1
51	WDT-WDM-DRG-200-000-810-CON-5903	WESTGATE FWY AND HYDE STREET	M80 INTERCHANGE FEATURE LIGHT SCULPTURE	3D SKETCHES SHEET 2	1
52	WDT-WDM-DRG-200-000-810-CON-5904	WESTGATE FWY AND HYDE STREET	M80 INTERCHANGE FEATURE LIGHT SCULPTURE	3D SKETCHES SHEET 3	1
53	WDT-WDM-DRG-400-000-810-CON-5920	CITY ACCESS AND BYPASS	RAMP C2 OVER CITYLINK FEATURE LIGHT POLES	PLAN AND SECTION	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
54	WDT-WDM-DRG-400-000-810-CON-5921	CITY ACCESS AND BYPASS	RAMP C2 OVER CITYLINK FEATURE LIGHT POLES	ELEVATION	1
55	WDT-WDM-DRG-400-000-810-CON-5922	CITY ACCESS AND BYPASS	RAMP C2 OVER CITYLINK FEATURE LIGHT POLES	DETAIL	1
56	WDT-WDM-DRG-400-000-810-CON-5923	CITY ACCESS AND BYPASS	RAMP C2 OVER CITYLINK FEATURE LIGHT POLES	3D SKETCHES SHEET 1	1
57	WDT-WDM-DRG-400-000-810-CON-5924	CITY ACCESS AND BYPASS	RAMP C2 OVER CITYLINK FEATURE LIGHT POLES	3D SKETCHES SHEET 2	1
58	WDT-WDM-DRG-400-000-810-CON-5925	CITY ACCESS AND BYPASS	RAMP C2 OVER CITYLINK FEATURE LIGHT POLES	3D SKETCHES SHEET 3	1
59	WDT-WDM-DRG-400-000-810-CON-5926	CITY ACCESS AND BYPASS	RAMP C2 OVER CITYLINK FEATURE LIGHT POLES	3D SKETCHES SHEET 4	1
60	NOT USED				
61	WDT-WDM-DRG-100-000-810-CON-5941	BALSTON ST	OMA - EXTENSION	PLAN GROUND FLOOR	1
62	WDT-WDM-DRG-100-000-810-CON-5942	BALSTON ST	OMA - EXTENSION	PLAN FIRST FLOOR	1
63	WDT-WDM-DRG-100-000-810-CON-5943	BALSTON ST	OMA - EXTENSION	PLAN SECOND FLOOR	1
64	NOT USED				
65	NOT USED				
66	NOT USED				
67	NOT USED				
68	NOT USED				
69	WDT-WDM-DRG-100-000-810-CON-5950	WEST GATE FREEWAY	FEATURE ROAD SAFETY BARRIERS	DIAGRAM	1
72	WDT-WDM-DRG-100-000-810-CON-5951	WEST GATE FREEWAY	FEATURE ROAD SAFETY BARRIERS	PERSPECTIVE VIEW	1
71	WDT-WDM-DRG-100-000-810-CON-5952	WEST GATE FREEWAY	FEATURE ROAD SAFETY BARRIERS	PERSPECTIVE VIEW	1

## Attachment 2

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
72	WDT-WDM-DRG-100-000-810-CON-5200-1	PROJECT WIDE	OVERVIEW PLAN		1
73	WDT-WDM-DRG-100-000-810-CON-5290-1	PROJECT WIDE	PORTALS, VENT OUTLET AND TUNNEL	REFERENCE IMAGES SHEET 1	1
74	WDT-WDM-DRG-100-000-810-CON-5291-1	PROJECT WIDE	PORTALS, VENT OUTLET AND TUNNEL	REFERENCES IMAGES SHEET 2	1
75	WDT-WDM-DRG-100-000-810-CON-5292-1	PROJECT WIDE	PORTALS, VENT OUTLET AND TUNNEL	REFERENCES IMAGES SHEET 3	1
76	WDT-WDM-DRG-200-000-810-CON-5201-1	WESTGATE FWY AND HYDE STREET	SOUTHERN TUNNEL WESTBOUND PORTAL AND	VENT STRUCTURE PLAN	1
77	WDT-WDM-DRG-200-000-810-CON-5202-1	WESTGATE FWY AND HYDE STREET	SOUTHERN TUNNEL WESTBOUND PORTAL AND	VENT STRUCTURE ELEVATION	1
78	WDT-WDM-DRG-200-000-810-CON-5203-1	WESTGATE FWY AND HYDE STREET	SOUTHERN TUNNEL WESTBOUND PORTAL AND	VENT STRUCTURE SECTIONS	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
				SHEET 1	
79	WDT-WDM-DRG-200-000-810-CON-5204-1	WESTGATE FWY AND HYDE STREET	SOUTHERN TUNNEL WESTBOUND PORTAL AND	VENT STRUCTURE SECTIONS SHEET 2	1
80	WDT-WDM-DRG-200-000-810-CON-5205-1	WESTGATE FWY AND HYDE STREET	SOUTHERN TUNNEL WESTBOUND PORTAL AND	VENT STRUCTURE 3D SKETCHES SHEET 1	1
81	WDT-WDM-DRG-200-000-810-CON-5206-1	WESTGATE FWY AND HYDE STREET	SOUTHERN TUNNEL WESTBOUND PORTAL AND	VENT STRUCTURE 3D SKETCHES SHEET 2	1
82	WDT-WDM-DRG-200-000-810-CON-5210-1	WESTGATE FWY AND HYDE STREET	SOUTHERN EASTBOUND PORTAL	PLAN	1
83	WDT-WDM-DRG-200-000-810-CON-5211-1	WESTGATE FWY AND HYDE STREET	SOUTHERN EASTBOUND PORTAL	ELEVATION AND SECTION	1
84	WDT-WDM-DRG-200-000-810-CON-5212-1	WESTGATE FWY AND HYDE STREET	SOUTHERN EASTBOUND PORTAL	SECTIONS	1
85	WDT-WDM-DRG-200-000-810-CON-5213-1	WESTGATE FWY AND HYDE STREET	SOUTHERN EASTBOUND PORTAL	3D SKETCHES SHEET 1	1
86	WDT-WDM-DRG-200-000-810-CON-5214-1	WESTGATE FWY AND HYDE STREET	SOUTHERN EASTBOUND PORTAL	3D SKETCHES SHEET 2	1
87	WDT-WDM-DRG-200-000-810-CON-5215-1	WESTGATE FWY AND HYDE STREET	SOUTHERN EASTBOUND PORTAL	3D SKETCHES SHEET 3	1
88	WDT-WDM-DRG-400-000-810-CON-5220-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL AREA	OVERVIEW PLAN	1
89	WDT-WDM-DRG-400-000-810-CON-5221-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL	SITE PLAN	1
90	WDT-WDM-DRG-400-000-810-CON-5222-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL	GROUND FLOOR PLAN	1
91	WDT-WDM-DRG-400-000-810-CON-5223-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL	ELEVATION AND SECTION	1
92	WDT-WDM-DRG-400-000-810-CON-5224-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL	SECTIONS SHEET 1	1
93	WDT-WDM-DRG-400-000-810-CON-5225-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL	SECTIONS SHEET 2	1
94	WDT-WDM-DRG-400-000-810-CON-5225A-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL AREA	SECTIONS SHEET 3	1
95	WDT-WDM-DRG-400-000-810-CON-5226-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL AREA	3D SKETCHES SHEET 1	1
96	WDT-WDM-DRG-400-000-810-CON-5227-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL AREA	3D SKETCHES SHEET 2	1
97	WDT-WDM-DRG-400-000-810-CON-5228-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL AREA	3D SKETCHES SHEET 3	1
98	WDT-WDM-DRG-400-000-810-CON-5229-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL AREA	3D SKETCHES SHEET 4	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
99	WDT-WDM-DRG-400-000-810-CON-5230-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL AREA	3D SKETCHES SHEET 5	1
100	WDT-WDM-DRG-400-000-810-CON-5240-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL MAINTENANCE	BLDG GROUND FLOOR PLAN	1
101	WDT-WDM-DRG-400-000-810-CON-5241-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL MAINTENANCE	BLDG ELEVATIONS	1
102	WDT-WDM-DRG-400-000-810-CON-5242-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL MAINTENANCE BLDG	3D SKETCHES SHEET 1	1
103	WDT-WDM-DRG-300-000-810-CON-5270-1	TUNNEL	OVERVIEW PLAN		1
104	WDT-WDM-DRG-300-000-810-CON-5275-1	TUNNEL	URBAN DESIGN TREATMENTS	WALL PANEL DETAILS	1
105	WDT-WDM-DRG-300-000-810-CON-5276-1	TUNNEL	URBAN DESIGN TREATMENTS	FEATURE LIGHTING	1
106	WDT-WDM-DRG-300-000-810-CON-5280-1	TUNNEL	URBAN DESIGN TREATMENTS	3D SKETCH SHEET 1	1
107	WDT-WDM-DRG-400-000-810-CON-5185-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL OMC	GROUND FLOOR PLAN	1
108	WDT-WDM-DRG-400-000-810-CON-5186-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL OMC	FIRST FLOOR PLAN	1
109	WDT-WDM-DRG-400-000-810-CON-5187-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL OMC	ROOF PLAN	1
110	WDT-WDM-DRG-400-000-810-CON-5188-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL OMC	ELEVATION SHEET 1	1
111	WDT-WDM-DRG-400-000-810-CON-5189-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL OMC AND SUBSTATION	ELEVATION SHEET 2	1
112	WDT-WDM-DRG-400-000-810-CON-5189A-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL OMC AND SUBSTATION	3D SKETCHES SHEET 1	1
113	WDT-WDM-DRG-400-000-810-CON-5189B-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL OMC AND SUBSTATION	3D SKETCHES SHEET 2	1
114	WDT-WDM-DRG-400-000-810-CON-5189C-1	CITY ACCESS AND BYPASS	NORTHERN PORTAL OMC AND SUBSTATION	3D SKETCHES SHEET 3	1
115	NOT USED				
116	NOT USED				
117	NOT USED				
118	NOT USED				
119	NOT USED				
120	NOT USED				
121	NOT USED				
122	NOT USED				
123	NOT USED				
123 A	WDT-WDM-DRG-400-000-810-CON-5258A	CITY ACCESS AND BYPASS	NORTHERN PORTAL OMC AND SUBSTATION	3D SKETCHES SHEET 1	1

**Attachment 3**

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
124	WDT-WDM-DRG-100-000-810-CON-5300-1	WEST GATE FREEWAY AND HYDE ST	LOCATION PLAN	SHEET 1	1
125	WDT-WDM-DRG-100-000-810-CON-5301-1	WEST GATE FREEWAY AND HYDE ST	LOCATION PLAN	SHEET 2	1
126	WDT-WDM-DRG-100-000-810-CON-5302-1	WEST GATE FREEWAY AND HYDE ST	LOCATION PLAN	SHEET 3	1
127	WDT-WDM-DRG-100-000-810-CON-5303-1	CITY ACCESS AND BYPASS	LOCATION PLAN	SHEET 1	1
128	WDT-WDM-DRG-200-000-810-CON-5310-1	M80 INTERCHANGE RAMP R6	BRIDGE OVER RAMP R2	PLAN AND SECTION	1
129	WDT-WDM-DRG-200-000-810-CON-5311-1	M80 INTERCHANGE RAMP R5 & R6	BRIDGE OVER RAMP R2	ELEVATION	1
130	WDT-WDM-DRG-200-000-810-CON-5315-1	M80 INTERCHANGE RAMP R11 BRIDGE	OVER RAMPS R3 & R5	PLAN AND ELEVATION	1
131	WDT-WDM-DRG-200-000-810-CON-5316-1	M80 INTERCHANGE RAMP R11 BRIDGE	OVER RAMPS R3, R5 & R6	SECTION AND ELEVATIONS	1
132	WDT-WDM-DRG-200-000-810-CON-5317-1	M80 INTERCHANGE RAMP R11 BRIDGE	OVER RAMPS R3, R5 & R6	3D SKETCHES	1
133	WDT-WDM-DRG-200-000-810-CON-5317A-1	M80 INTERCHANGE RAMP R11 BRIDGE	OVER WEST GATE FREEWAY	PLAN AND ELEVATION	1
134	WDT-WDM-DRG-200-000-810-CON-5317B-1	M80 INTERCHANGE RAMP R11 BRIDGE	OVER WEST GATE FREEWAY	PLAN AND ELEVATION	1
135	WDT-WDM-DRG-200-000-810-CON-5317C-1	M80 INTERCHANGE RAMP R11 BRIDGE	OVER WEST GATE FREEWAY	PLAN AND ELEVATION	1
136	WDT-WDM-DRG-200-000-810-CON-5320-1	WESTERN DISTRIBUTOR BRIDGE	OVER KOROROIT CREEK	PLAN AND ELEVATION	1
137	WDT-WDM-DRG-200-000-810-CON-5325-1	ROSALA AVE	SHARED USER PATH OVER BRIDGE	SHEET 1	1
138	WDT-WDM-DRG-200-000-810-CON-5326-1	ROSALA AVE	SHARED USER PATH OVER BRIDGE	SHEET 2	1
139	WDT-WDM-DRG-200-000-810-CON-5327-1	ROSALA AVE	SHARED USER PATH OVER BRIDGE	SHEET 3	1
140	WDT-WDM-DRG-200-000-810-CON-5328-1	ROSALA AVE	SHARED USER PATH OVER BRIDGE	SHEET 4	1
141	WDT-WDM-DRG-200-000-810-CON-5329-1	ROSALA AVE	SHARED USER PATH OVER BRIDGE	SHEET 5	1
142	WDT-WDM-DRG-200-000-810-CON-5330-1	WESTERN DISTRIBUTOR BRIDGE	OVER MILLERS ROAD	PLAN AND ELEVATION	1
143	WDT-WDM-DRG-200-000-810-CON-5331-1	WESTERN DISTRIBUTOR BRIDGE	OVER MILLERS ROAD	SECTION AND ELEVATIONS	1
144	WDT-WDM-DRG-200-000-810-CON-5335-1	COLLECTOR DISTRIBUTOR WESTBOUND	BRIDGE OVER NEWPORT RIAL LINE	PLAN AND ELEVATION SHEET 1	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
145	WDT-WDM-DRG-200-000-810-CON-5336-1	COLLECTOR DISTRIBUTOR WESTBOUND	BRIDGE OVER NEWPORT RIAL LINE	PLAN AND ELEVATION SHEET 2	1
146	WDT-WDM-DRG-200-000-810-CON-5337-1	COLLECTOR DISTRIBUTOR WESTBOUND	BRIDGE OVER NEWPORT RIAL LINE	SECTIONS	1
147	WDT-WDM-DRG-200-000-810-CON-5340-1	MUIR STREET	SHARED USE PATH OVER BRIDGE	SHEET 1	1
148	WDT-WDM-DRG-200-000-810-CON-5341-1	MUIR STREET	SHARED USE PATH OVER BRIDGE	SHEET 2	1
149	WDT-WDM-DRG-200-000-810-CON-5342-1	MUIR STREET	SHARED USE PATH OVER BRIDGE	SHEET 3	1
150	WDT-WDM-DRG-200-000-810-CON-5343-1	MUIR STREET	SHARED USE PATH OVER BRIDGE	SHEET 4	1
151	WDT-WDM-DRG-200-000-810-CON-5345-1	WEST GATE FREEWAY BRIDGE	OVER WILLIAMSTOWN ROAD	PLAN AND ELEVATION	1
152	WDT-WDM-DRG-200-000-810-CON-5346-1	WEST GATE FREEWAY BRIDGE	OVER WILLIAMSTOWN ROAD	SECTION AND ELEVATIONS	1
153	WDT-WDM-DRG-200-000-810-CON-5350-1	WILLIAMSTOWN ROAD RAMP W1	SHARED USE PATH OVER BRIDGE	PLAN AND ELEVATION SHEET 1	1
154	WDT-WDM-DRG-200-000-810-CON-5351-1	WILLIAMSTOWN ROAD RAMP W1	SHARED USE PATH OVER BRIDGE	SECTIONS	1
155	WDT-WDM-DRG-200-000-810-CON-5352-1	WILLIAMSTOWN ROAD RAMP W1	SHARED USE PATH OVER BRIDGE	3D SKETCHES	1
156	WDT-WDM-DRG-200-000-810-CON-5360-1	HYDE ST RAMP H1	VIADUCT	PLAN AND ELEVATION SHEET 1	1
157	WDT-WDM-DRG-200-000-810-CON-5361-1	HYDE ST RAMP H1	VIADUCT	PLAN AND ELEVATION SHEET 2	1
158	WDT-WDM-DRG-200-000-810-CON-5362-1	HYDE ST RAMP H1	VIADUCT	PLAN AND ELEVATION SHEET 3	1
159	WDT-WDM-DRG-200-000-810-CON-5363-1	HYDE ST RAMP H1	VIADUCT	PLAN AND ELEVATION SHEET 4	1
160	WDT-WDM-DRG-200-000-810-CON-5364-1	HYDE ST RAMP H1	VIADUCT	PLAN AND ELEVATION SHEET 5	1
161	WDT-WDM-DRG-200-000-810-CON-5365-1	HYDE ST RAMP H1	VIADUCT	PLAN AND ELEVATION SHEET 6	1
162	WDT-WDM-DRG-200-000-810-CON-5366-1	HYDE ST RAMP H1	VIADUCT	PLAN AND ELEVATION SHEET 7	1
163	WDT-WDM-DRG-200-000-810-CON-5367-1	HYDE ST RAMP H1	VIADUCT	PLAN AND ELEVATION SHEET 8	1
164	WDT-WDM-DRG-200-000-810-CON-5368-1	HYDE ST RAMP H1	VIADUCT	TYPICAL SECTION SHEET 1	1
165	WDT-WDM-DRG-200-000-810-CON-5369-1	HYDE ST RAMP H1	VIADUCT	TYPICAL SECTION SHEET 2	1
166	WDT-WDM-DRG-200-000-810-CON-5370-1	HYDE ST RAMP H1	VIADUCT	TYPICAL SECTION SHEET 3	1
167	WDT-WDM-DRG-200-000-810-CON-5380-1	HYDE ST RAMP H2	VIADUCT	PLAN AND ELEVATION SHEET 1	1

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168	WDT-WDM-DRG-200-000-810-CON-5381-1	HYDE ST RAMP H2	VIADUCT	PLAN AND ELEVATION SHEET 2	1
169	WDT-WDM-DRG-200-000-810-CON-5382-1	HYDE ST RAMP H2	VIADUCT	PLAN AND ELEVATION SHEET 3	1
170	WDT-WDM-DRG-200-000-810-CON-5383-1	HYDE ST RAMP H2	VIADUCT	PLAN AND ELEVATION SHEET 4	1
171	WDT-WDM-DRG-200-000-810-CON-5384-1	HYDE ST RAMP H2	VIADUCT	TYPICAL SECTION SHEET 1	1
172	WDT-WDM-DRG-200-000-810-CON-5385-1	HYDE ST RAMP H2	VIADUCT	3D SKETCHES	1
173	WDT-WDM-DRG-400-000-810-CON-5190-1	SHARED USE PATH BRIDGE	OVER FOOTSCRAY RD	SITE PLAN	1
174	WDT-WDM-DRG-400-000-810-CON-5191-1	SHARED USE PATH BRIDGE	OVER FOOTSCRAY RD	PLAN AND ELEVATION SHEET 1	1
175	WDT-WDM-DRG-400-000-810-CON-5192-1	SHARED USE PATH BRIDGE	OVER FOOTSCRAY RD	PLAN AND ELEVATION SHEET 2	1
176	WDT-WDM-DRG-400-000-810-CON-5193-1	SHARED USE PATH BRIDGE	OVER FOOTSCRAY RD	PLAN AND ELEVATION SHEET 3	1
177	WDT-WDM-DRG-400-000-810-CON-5194-1	SHARED USE PATH BRIDGE	OVER FOOTSCRAY RD	3D SKETCHES SHEET 1	1
178	WDT-WDM-DRG-400-000-810-CON-5195-1	SHARED USE PATH BRIDGE	OVER FOOTSCRAY RD	3D SKETCHES SHEET 2	1
179	WDT-WDM-DRG-400-000-810-CON-5390-1	WHITEHALL STREET	SHARED USE PATH OVER BRIDGE	PLAN AND ELEVATION SHEET 1	1
180	WDT-WDM-DRG-400-000-810-CON-5391-1	WHITEHALL STREET	SHARED USE PATH OVER BRIDGE	PLAN AND ELEVATION SHEET 2	1
181	WDT-WDM-DRG-400-000-810-CON-5392-1	WHITEHALL STREET	SHARED USE PATH OVER BRIDGE	PLAN AND ELEVATION SHEET 3	1
182	WDT-WDM-DRG-400-000-810-CON-5393-1	WHITEHALL STREET	SHARED USE PATH OVER BRIDGE	PLAN AND ELEVATION SHEET 4	1
183	WDT-WDM-DRG-400-000-810-CON-5394-1	WHITEHALL STREET	SHARED USE PATH OVER BRIDGE	SECTIONS	1
184	WDT-WDM-DRG-400-000-810-CON-5395-1	WHITEHALL STREET	SHARED USE PATH OVER BRIDGE	3D SKETCHES SHEET 1	1
185	WDT-WDM-DRG-400-000-810-CON-5396-1	WHITEHALL STREET	SHARED USE PATH OVER BRIDGE	3D SKETCHES SHEET 2	1
186	WDT-WDM-DRG-400-000-810-CON-5397-1	WHITEHALL STREET	SHARED USE PATH OVER BRIDGE	3D SKETCHES SHEET 3	1
187	WDT-WDM-DRG-400-000-810-CON-5400-1	MACKENZIE ROAD	KEY PLAN		1
188	WDT-WDM-DRG-400-000-810-CON-5401-1	MACKENZIE ROAD EB EXIT RAMP P1	PLAN AND ELEVATION	SHEET 1	1
189	WDT-WDM-DRG-400-000-810-CON-5402-1	MACKENZIE ROAD EB EXIT RAMP P1	PLAN AND ELEVATION	SHEET 2	1
190	WDT-WDM-DRG-400-000-810-CON-5403-1	MACKENZIE ROAD EB EXIT RAMP P1	PLAN AND ELEVATION	SHEET 3	1



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191	WDT-WDM-DRG-400-000-810-CON-5404-1	WESTERN DISTRIBUTOR ENTRY RAMP 2	PLAN AND ELEVATION	SHEET 1	1
192	WDT-WDM-DRG-400-000-810-CON-5405-1	WESTERN DISTRIBUTOR ENTRY RAMP 2	PLAN AND ELEVATION	SHEET 2	1
193	WDT-WDM-DRG-400-000-810-CON-5406-1	MACKENZIE ROAD	RAMP P1 + P2	SECTIONS	1
194	WDT-WDM-DRG-400-000-810-CON-5407-1	MACKENZIE ROAD	RAMP P1 + P2	3D SKETCHES SHEET 1	1
195	WDT-WDM-DRG-400-000-810-CON-5407A-1	MACKENZIE ROAD	RAMP P1 + P2	3D SKETCHES SHEET 1A	1
196	WDT-WDM-DRG-400-000-810-CON-5408-1	MACKENZIE ROAD	RAMP P1 + P2	3D SKETCHES SHEET 2	1
197	WDT-WDM-DRG-400-000-810-CON-5409-1	MACKENZIE ROAD ELEVATED STRUCTURE	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 1	1
198	WDT-WDM-DRG-400-000-810-CON-5410-1	MACKENZIE ROAD ELEVATED STRUCTURE	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 2	1
199	WDT-WDM-DRG-400-000-810-CON-5411-1	MACKENZIE ROAD	ELEVATED STRUCTURE	ELEVATION, SECTION + 3D SKETCH	1
200	WDT-WDM-DRG-400-000-810-CON-5420-1	CITY ACCESS AND BYPASS	TYPICAL DETAILS	PIER TYPE LOCATION PLAN 1	1
201	WDT-WDM-DRG-400-000-810-CON-5421-1	CITY ACCESS AND BYPASS	TYPICAL DETAILS	PIER TYPE LOCATION PLAN 2	1
202	WDT-WDM-DRG-400-000-810-CON-5422-1	CITY ACCESS AND BYPASS	TYPICAL DETAILS	PIER TYPE LOCATION PLAN 3	1
203	WDT-WDM-DRG-400-000-810-CON-5423-1	CITY ACCESS AND BYPASS	TYPICAL DETAILS	PIER TYPES	1
204	WDT-WDM-DRG-400-000-810-CON-5424-1	CITY ACCESS AND BYPASS	TYPICAL DETAILS	PORTAL TYPES SHEET 1	1
205	WDT-WDM-DRG-400-000-810-CON-5425-1	CITY ACCESS AND BYPASS	TYPICAL DETAILS	PORTAL TYPES SHEET 2	1
206	WDT-WDM-DRG-400-000-810-CON-5426-1	CITY ACCESS AND BYPASS	TYPICAL DETAILS	PRECAST PIER SEGMENTS	1
207	WDT-WDM-DRG-400-000-810-CON-5427-1	CITY ACCESS AND BYPASS	TYPICAL DETAILS	PARAPET BARRIERS	1
208	WDT-WDM-DRG-400-000-810-CON-5428-1	CITY ACCESS AND BYPASS	TYPICAL DETAILS	GANTRIES SHEET 1	1
209	WDT-WDM-DRG-400-000-810-CON-5429-1	CITY ACCESS AND BYPASS	TYPICAL DETAILS	GANTRIES SHEET 2	1
210	WDT-WDM-DRG-400-000-810-CON-5430-1	CITY ACCESS AND BYPASS	OVERVIEW PLAN	RAMP P3 AND P4	1
211	WDT-WDM-DRG-400-000-810-CON-5431-1	APPLETON DOCK RD EXIT RAMP P3	PLAN AND ELEVATION	SHEET 1	1
212	WDT-WDM-DRG-400-000-810-CON-5432-1	APPLETON DOCK RD EXIT RAMP P3	PLAN AND ELEVATION	SHEET 2	1
213	WDT-WDM-DRG-400-000-810-CON-5433-1	APPLETON DOCK RD EXIT RAMP P3	PLAN AND ELEVATION	SHEET 3	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
214	WDT-WDM-DRG-400-000-810-CON-5434-1	APPLETON DOCK RD EXIT RAMP P3	PLAN AND ELEVATION	SHEET 4	1
215	WDT-WDM-DRG-400-000-810-CON-5440-1	WESTERN DISTRIBUTOR ENTRY RAMP P4	PLAN AND ELEVATION	SHEET 1	1
216	WDT-WDM-DRG-400-000-810-CON-5441-1	WESTERN DISTRIBUTOR ENTRY RAMP P4	PLAN AND ELEVATION	SHEET 2	1
217	WDT-WDM-DRG-400-000-810-CON-5442-1	WESTERN DISTRIBUTOR ENTRY RAMP P4	PLAN AND ELEVATION	SHEET 3	1
218	WDT-WDM-DRG-400-000-810-CON-5450-1	CITY ACCESS AND BYPASS	KEY PLAN	SHEET 1	1
219	WDT-WDM-DRG-400-000-810-CON-5451-1	CITY ACCESS AND BYPASS	KEY PLAN	SHEET 2	1
220	WDT-WDM-DRG-400-000-810-CON-5452-1	CITY ACCESS AND BYPASS	KEY PLAN	SHEET 3	1
221	WDT-WDM-DRG-400-000-810-CON-5453-1	CITY ACCESS AND BYPASS	KEY PLAN	SHEET 4	1
222	WDT-WDM-DRG-400-000-810-CON-5454-1	WESTERN DISTRIBUTOR RAMPS C1 & C2	PLAN AND ELEVATION	SHEET 1	1
223	WDT-WDM-DRG-400-000-810-CON-5455-1	WESTERN DISTRIBUTOR RAMPS C1 & C2	PLAN AND ELEVATION	SHEET 2	1
224	WDT-WDM-DRG-400-000-810-CON-5456-1	WESTERN DISTRIBUTOR RAMPS C1 & C2	PLAN AND ELEVATION	SHEET 3	1
225	WDT-WDM-DRG-400-000-810-CON-5457-1	WESTERN DISTRIBUTOR RAMPS C1 & C2	PLAN AND ELEVATION	SHEET 4	1
226	WDT-WDM-DRG-400-000-810-CON-5458-1	WESTERN DISTRIBUTOR RAMPS C1 & C2	PLAN AND ELEVATION	SHEET 5	1
227	WDT-WDM-DRG-400-000-810-CON-5459-1	WESTERN DISTRIBUTOR RAMPS C1 & C2	PLAN AND ELEVATION	SHEET 6	1
228	WDT-WDM-DRG-400-000-810-CON-5460-1	WESTERN DISTRIBUTOR RAMPS C1 & C2	PLAN AND ELEVATION	SHEET 7	1
229	WDT-WDM-DRG-400-000-810-CON-5461-1	WESTERN DISTRIBUTOR RAMPS C1 & C2	PLAN AND ELEVATION	SHEET 8	1
230	WDT-WDM-DRG-400-000-810-CON-5462-1	WESTERN DISTRIBUTOR RAMPS C1 & C10	PLAN AND ELEVATION	SHEET 9	1
231	WDT-WDM-DRG-400-000-810-CON-5463-1	WESTERN DISTRIBUTOR RAMPS C1 & C11	PLAN AND ELEVATION	SHEET 10	1
232	WDT-WDM-DRG-400-000-810-CON-5464-1	WESTERN DISTRIBUTOR RAMPS C1 & C12	PLAN AND ELEVATION	SHEET 11	1
233	WDT-WDM-DRG-400-000-810-CON-5465-1	WESTERN DISTRIBUTOR RAMPS C1 & C13	PLAN AND ELEVATION	SHEET 12	1
234	WDT-WDM-DRG-400-000-810-CON-5466-1	WESTERN DISTRIBUTOR RAMP C1	PLAN AND ELEVATION	SHEET 13	1
235	WDT-WDM-DRG-400-000-810-CON-5467-1	WESTERN DISTRIBUTOR	PLAN AND ELEVATION	SHEET 14	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
		EXIT RAMP C1			
236	WDT-WDM-DRG-400-000-810-CON-5468-1	WESTERN DISTRIBUTOR EXIT RAMP C1	PLAN AND ELEVATION	SHEET 15	1
237	WDT-WDM-DRG-400-000-810-CON-5469-1	WESTERN DISTRIBUTOR EXIT RAMP C1	PLAN AND ELEVATION	SHEET 16	1
238	WDT-WDM-DRG-400-000-810-CON-5470-1	WESTERN DISTRIBUTOR EXIT RAMP C1	PLAN AND ELEVATION	SHEET 17	1
239	WDT-WDM-DRG-400-000-810-CON-5471-1	WESTERN DISTRIBUTOR EXIT RAMP C1	PLAN AND ELEVATION	SHEET 18	1
240	WDT-WDM-DRG-400-000-810-CON-5472-1	WESTERN DISTRIBUTOR EXIT RAMP C1	PLAN AND ELEVATION	SHEET 19	1
241	WDT-WDM-DRG-400-000-810-CON-5474-1	WESTERN DISTRIBUTOR EXTRY RAMP C2	PLAN AND ELEVATION	SHEET 13	1
242	WDT-WDM-DRG-400-000-810-CON-5475-1	WESTERN DISTRIBUTOR ENTRY RAMP C2	PLAN AND ELEVATION	SHEET 14	1
243	WDT-WDM-DRG-400-000-810-CON-5476-1	WESTERN DISTRIBUTOR ENTRY RAMP C2	PLAN AND ELEVATION	SHEET 15	1
244	WDT-WDM-DRG-400-000-810-CON-5477-1	WESTERN DISTRIBUTOR ENTRY RAMP C2	PLAN AND ELEVATION	SHEET 16	1
245	WDT-WDM-DRG-400-000-810-CON-5478-1	WESTERN DISTRIBUTOR ENTRY RAMP C2	PLAN AND ELEVATION	SHEET 17	1
246	WDT-WDM-DRG-400-000-810-CON-5479-1	WESTERN DISTRIBUTOR ENTRY RAMP C2	PLAN AND ELEVATION	SHEET 18	1
247	WDT-WDM-DRG-400-000-810-CON-5480-1	WESTERN DISTRIBUTOR ENTRY RAMP C2	PLAN AND ELEVATION	SHEET 19	1
248	WDT-WDM-DRG-400-000-810-CON-5490-1	WESTERN DISTRIBUTOR	EXIT RAMP C1 AND ENTRY RAMP C2	TYPICAL SECTION SHEET 1	1
249	WDT-WDM-DRG-400-000-810-CON-5491-1	WESTERN DISTRIBUTOR	EXIT RAMP C1 AND ENTRY RAMP C2	TYPICAL SECTION SHEET 2	1
250	WDT-WDM-DRG-400-000-810-CON-5491A-1	WESTERN DISTRIBUTOR	EXIT RAMP C1 AND ENTRY RAMP C2	BIRD ROOSTING MITIGATION	1
251	WDT-WDM-DRG-400-000-810-CON-5492-1	WESTERN DISTRIBUTOR	EXIT RAMP C1 AND ENTRY RAMP C2	3D SKETCHES SHEET 1	1
252	WDT-WDM-DRG-400-000-810-CON-5493-1	WESTERN DISTRIBUTOR	EXIT RAMP C1 AND ENTRY RAMP C2	3D SKETCHES SHEET 2	1
253	WDT-WDM-DRG-400-000-810-CON-5500-1	CITY ACCESS AND BYPASS	KEY PLAN		1
254	WDT-WDM-DRG-400-000-810-CON-5501-1	WESTERN DISTRIBUTOR EXIT RAMP F4	PLAN AND ELEVATION	SHEET 1	1
255	WDT-WDM-DRG-400-000-810-CON-5502-1	WESTERN DISTRIBUTOR EXIT RAMP F4	PLAN AND ELEVATION	SHEET 2	1
256	WDT-WDM-DRG-400-000-810-CON-5505-1	FOOTSCRAY RD NB ENTRY RAMP F3	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 1	1
257	WDT-WDM-DRG-400-000-810-CON-5506-1	FOOTSCRAY RD NB ENTRY	PLAN AND ELEVATION	PLAN AND ELEVATION	1

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		RAMP F3		SHEET 2	
258	WDT-WDM-DRG-400-000-810-CON-5507-1	FOOTSCRAY RD NB ENTRY RAMP F4	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 3	1
259	WDT-WDM-DRG-400-000-810-CON-5510-1	CITY ACCESS AND BYPASS	KEY PLAN		1
260	WDT-WDM-DRG-400-000-810-CON-5511-1	DYNON ROAD WB ENTRY RAMP D2	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 1	1
261	WDT-WDM-DRG-400-000-810-CON-5512-1	DYNON ROAD WB ENTRY RAMP D2	RAMP D2 - PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 2	1
262	WDT-WDM-DRG-400-000-810-CON-5513-1	DYNON ROAD EB & WB RAMPS D1 & D2	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 3	1
263	WDT-WDM-DRG-400-000-810-CON-5514-1	DYNON ROAD EB & WB RAMPS D1 & D2	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 4	1
264	WDT-WDM-DRG-400-000-810-CON-5515-1	DYNON ROAD EB & WB RAMPS D1 & D2	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 5	1
265	WDT-WDM-DRG-400-000-810-CON-5516-1	DYNON ROAD EB & WB RAMPS D1 & D2	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 6	1
266	WDT-WDM-DRG-400-000-810-CON-5517-1	DYNON ROAD EB & WB RAMPS D1 & D2	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 7	1
267	WDT-WDM-DRG-400-000-810-CON-5518-1	DYNON ROAD EB & WB RAMPS D1 & D2	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 8	1
268	WDT-WDM-DRG-400-000-810-CON-5519-1	DYNON ROAD	PLAN AND ELEVATION	PLAN AND ELEVATION SHEET 9	1
269	WDT-WDM-DRG-400-000-810-CON-5525-1	CITY ACCESS AND BYPASS	KEY PLAN		1
270	NOT USED				
271	NOT USED				
272	WDT-WDM-DRG-400-000-810-CON-5529-1	CITY ACCESS AND BYPASS	KEY PLAN	WURUNDJERI WAY EXTENSION 1	1
273	WDT-WDM-DRG-400-000-810-CON-5530-1	CITY ACCESS AND BYPASS	KEY PLAN	WURUNDJERI WAY EXTENSION 2	1
274	WDT-WDM-DRG-400-000-810-CON-5531-1	WURUNDJERI WAY EXTENSION	PLAN AND ELEVATION	SHEET 1	1
275	WDT-WDM-DRG-400-000-810-CON-5532-1	WURUNDJERI WAY EXTENSION	PLAN AND ELEVATION	SHEET 2	1
276	WDT-WDM-DRG-400-000-810-CON-5533-1	WURUNDJERI WAY EXTENSION	PLAN AND ELEVATION	SHEET 3	1
277	WDT-WDM-DRG-400-000-810-CON-5534-1	WURUNDJERI WAY EXTENSION	PLAN AND ELEVATION	SHEET 4	1
278	WDT-WDM-DRG-400-000-810-CON-5535-1	WURUNDJERI WAY EXTENSION	PLAN AND ELEVATION	SHEET 5	1
279	WDT-WDM-DRG-400-000-810-CON-5536-1	WURUNDJERI WAY EXTENSION	PLAN AND ELEVATION	SHEET 6	1

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280	WDT-WDM-DRG-400-000-810-CON-5537-1	WURUNDJERI WAY EXTENSION	PLAN AND ELEVATION	SHEET 7	1
281	WDT-WDM-DRG-400-000-810-CON-5538-1	WURUNDJERI WAY EXTENSION	PLAN AND ELEVATION	SHEET 8	1
282	WDT-WDM-DRG-400-000-810-CON-5539-1	WURUNDJERI WAY EXTENSION	PLAN AND ELEVATION	SHEET 9	1
283	WDT-WDM-DRG-400-000-810-CON-5540-1	WURUNDJERI WAY EXTENSION	SOUTHBOUND AND NORTHBOUND	TYPICAL SECTIONS	1
284	WDT-WDM-DRG-400-000-810-CON-5541-1	WURUNDJERI WAY EXTENSION	SOUTHBOUND AND NORTHBOUND	SOFFIT RCP	1
285	WDT-WDM-DRG-400-000-810-CON-5542-1	WURUNDJERI WAY EXTENSION	SOUTHBOUND AND NORTHBOUND	3D SKETCHES SHEET 1	1
286	WDT-WDM-DRG-400-000-810-CON-5550-1	MARIBYRNONG RIVER BRIDGES	UNDERCROFT TREATMENTS	PLAN	1
287	WDT-WDM-DRG-400-000-810-CON-5551-1	MARIBYRNONG RIVER BRIDGES	UNDERCROFT TREATMENTS	SCREEN WALL ELEVATION S	1
288	WDT-WDM-DRG-400-000-810-CON-5552-1	MARIBYRNONG RIVER BRIDGES	UNDERCROFT TREATMENTS	3D SKETCH SHEET 1	1
289	WDT-WDM-DRG-400-000-810-CON-5553-1	MARIBYRNONG RIVER BRIDGES	UNDERCROFT TREATMENTS	3D SKETCH SHEET 2	1
290	WDT-WDM-DRG-400-000-810-CON-5560-1	FOOTSCRAY ROAD VELOWAY	OVERVIEW PLAN	SHEET 1	1
291	WDT-WDM-DRG-400-000-810-CON-5560A-1	FOOTSCRAY ROAD SUP	PLAN AND ELEVATION	SHEET 1	1
292	WDT-WDM-DRG-400-000-810-CON-5560B-1	FOOTSCRAY ROAD SUP	PLAN AND ELEVATION	SHEET 2	1
293	WDT-WDM-DRG-400-000-810-CON-5560C-1	FOOTSCRAY ROAD SUP	PLAN AND ELEVATION	SHEET 3	1
294	WDT-WDM-DRG-400-000-810-CON-5560D-1	FOOTSCRAY ROAD SUP	PLAN AND ELEVATION	SHEET 4	1
295	WDT-WDM-DRG-400-000-810-CON-5561-1	FOOTSCRAY ROAD VELOWAY	TYPICAL DETAILS	SHEET 1	1
296	WDT-WDM-DRG-400-000-810-CON-5562-1	FOOTSCRAY ROAD VELOWAY	TYPICAL DETAILS	SHEET 2	1
297	WDT-WDM-DRG-400-000-810-CON-5563-1	FOOTSCRAY ROAD VELOWAY	3D SKETCHES	SHEET 1	1
298	WDT-WDM-DRG-400-000-810-CON-5564-1	FOOTSCRAY ROAD VELOWAY	3D SKETCHES	SHEET 2	1
299	WDT-WDM-DRG-400-000-810-CON-5565-1	FOOTSCRAY ROAD VELOWAY	3D SKETCHES	SHEET 3	1
300	WDT-WDM-DRG-400-000-810-CON-5580-1	DYNON ROAD SUP	OVERVIEW PLAN	SHEET 1	1
301	WDT-WDM-DRG-400-000-810-CON-5581-1	DYNON ROAD SUP	MOONEE PONDS CREEK BRIDGE	PLAN AND ELEVATION 1	1
302	WDT-WDM-DRG-400-000-810-CON-5582-1	DYNON ROAD SUP	RAIL BRIDGE	PLAN AND ELEVATION 2	1
303	WDT-WDM-DRG-400-000-810-CON-5583-1	DYNON ROAD SUP	RAIL BRIDGE	PLAN AND ELEVATION 3	1
304	WDT-WDM-DRG-400-000-810-CON-5584-1	DYNON ROAD SUP	RAIL BRIDGE	PLAN AND ELEVATION 4	1
305	WDT-WDM-DRG-400-000-810-CON-5585-1	DYNON ROAD SUP	MOONEE PONDS CREEK +	RAIL BRIDGE SECTIONS	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
306	WDT-WDM-DRG-400-000-810-CON-5586-1	DYNON ROAD SUP	MOONEE PONDS CREEK + RAIL	BRIDGE 3D SKETCHES SHEET 1	1
307	WDT-WDM-DRG-400-000-810-CON-5587-1	DYNON ROAD SUP	MOONEE PONDS CREEK + RAIL	BRIDGE 3D SKETCHES SHEET 2	1
308	WDT-WDM-DRG-400-000-810-CON-5910-1	FOOTSCRAY ROAD VELOWAY	EMERGENCY EGRESS STAIRS	OVERVIEW PLAN	1
309	WDT-WDM-DRG-400-000-810-CON-5911-1	FOOTSCRAY ROAD VELOWAY	EMERGENCY EGRESS STAIRS CH815	PLAN SHEET 1	1
310	WDT-WDM-DRG-400-000-810-CON-5912-1	FOOTSCRAY ROAD VELOWAY	EMERGENCY EGRESS STAIRS CH815	TYPICAL SECTION SHEET 1	1
311	WDT-WDM-DRG-400-000-810-CON-5913-1	FOOTSCRAY ROAD VELOWAY	EMERGENCY EGRESS STAIRS CH815	TYPICAL SECTION SHEET 2	1
312	WDT-WDM-DRG-400-000-810-CON-5914-1	FOOTSCRAY ROAD VELOWAY	EMERGENCY EGRESS STAIRS CH1567	PLAN SHEET 1	1
313	WDT-WDM-DRG-400-000-810-CON-5915-1	FOOTSCRAY ROAD VELOWAY	EMERGENCY EGRESS STAIRS CH1567	TYPICAL SECTION SHEET 1	1
314	WDT-WDM-DRG-400-000-810-CON-5916-1	FOOTSCRAY ROAD VELOWAY	EMERGENCY EGRESS STAIRS CH1567	TYPICAL SECTION SHEET 2	1
315	WDT-WDM-DRG-400-000-810-CON-5917-1	FOOTSCRAY ROAD VELOWAY	EMERGENCY EGRESS STAIRS	3D SKETCHES SHEET 1	1
316	WDT-WDM-DRG-400-000-810-CON-5918-1	FOOTSCRAY ROAD VELOWAY	EMERGENCY EGRESS STAIRS	3D SKETCHES SHEET 2	1
317	WDT-WDM-DRG-100-000-810-CON-5600-1	PROJECT WIDE	BRIDGES AND VIADUCTS	REFERENCE IMAGES SHEET 1	1
318	WDT-WDM-DRG-100-000-810-CON-5601-1	PROJECT WIDE	BRIDGES AND VIADUCTS	REFERENCE IMAGES SHEET 2	1
319	WDT-WDM-DRG-100-000-810-CON-5602-1	PROJECT WIDE	BRIDGES AND VIADUCTS	REFERENCE IMAGES SHEET 3	1
320	NOT USED				
321	NOT USED				
322	NOT USED				
323	NOT USED				
324	NOT USED				
325	NOT USED				
326	NOT USED				
327	NOT USED				
328	NOT USED				
329	NOT USED				
330	NOT USED				

**(d) Walls (Attachment 4)**

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
331	WDT-WDM-DRG-200-000-810-CON-5640-1	WESTGATE FWY AND HYDE STREET	NOISE WALLS	OVERVIEW PLAN SHEET 1	1
332	WDT-WDM-DRG-200-000-810-CON-5641-1	WESTGATE FWY AND HYDE STREET	NOISE WALLS	OVERVIEW PLAN SHEET 2	1
333	WDT-WDM-DRG-200-000-810-CON-5642-1	WESTGATE FWY AND HYDE STREET	NOISE WALLS	OVERVIEW PLAN SHEET 3	1
334	WDT-WDM-DRG-200-000-810-CON-5642A-1	WESTGATE FWY AND HYDE STREET	NOISE WALLS	OVERVIEW PLAN SHEET 3A	1
335	WDT-WDM-DRG-200-000-810-CON-5642B-1	WESTGATE FWY AND HYDE STREET	NOISE WALLS	OVERVIEW PLAN SHEET 3B	1
336	WDT-WDM-DRG-200-000-810-CON-5650-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 1	1
337	WDT-WDM-DRG-200-000-810-CON-5650A-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 1A	1
338	WDT-WDM-DRG-200-000-810-CON-5650B-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 1A	1
339	WDT-WDM-DRG-200-000-810-CON-5651-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 2	1
340	WDT-WDM-DRG-200-000-810-CON-5652-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 3	1
341	WDT-WDM-DRG-200-000-810-CON-5653-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 4	1
342	WDT-WDM-DRG-200-000-810-CON-5654-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 5	1
343	WDT-WDM-DRG-200-000-810-CON-5655-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 6	1
344	WDT-WDM-DRG-200-000-810-CON-5656-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 7	1
345	WDT-WDM-DRG-200-000-810-CON-5657-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 8	1
346	WDT-WDM-DRG-200-000-810-CON-5658-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 9	1
347	WDT-WDM-DRG-200-000-810-CON-5659-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 10	1
348	WDT-WDM-DRG-200-000-810-CON-5660-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 11	1
349	WDT-WDM-DRG-200-000-810-CON-5661-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 12	1
350	WDT-WDM-DRG-200-000-810-CON-5661A-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 12	1
351	WDT-WDM-DRG-200-000-810-CON-5662-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 13	1
352	WDT-WDM-DRG-200-000-810-CON-5662A-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 13A	1
353	WDT-WDM-DRG-200-000-810-CON-5662B-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 13B	1
354	WDT-WDM-DRG-200-000-810-CON-5662C-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 14	1
355	WDT-WDM-DRG-200-000-810-CON-5663-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 14	1
356	WDT-WDM-DRG-200-000-810-CON-5664-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 15	1
357	WDT-WDM-DRG-200-000-810-CON-5665-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 16	1
358	WDT-WDM-DRG-200-000-810-CON-5666-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 17	1
359	WDT-WDM-DRG-200-000-810-CON-5666A-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 17	1
360	WDT-WDM-DRG-200-000-810-CON-5667-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 18	1
361	WDT-WDM-DRG-200-000-810-CON-5667A-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 18A	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
362	WDT-WDM-DRG-200-000-810-CON-5667B-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 18B	1
363	WDT-WDM-DRG-200-000-810-CON-5667C-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 18C	1
364	WDT-WDM-DRG-200-000-810-CON-5667D-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 18D	1
365	WDT-WDM-DRG-200-000-810-CON-5667E-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 18E	1
366	WDT-WDM-DRG-200-000-810-CON-5668-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 19	1
367	WDT-WDM-DRG-200-000-810-CON-5668A-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 9A	1
368	WDT-WDM-DRG-200-000-810-CON-5669-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 20	1
369	WDT-WDM-DRG-200-000-810-CON-5670-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 21	1
370	WDT-WDM-DRG-200-000-810-CON-5670A-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 21A	1
371	WDT-WDM-DRG-200-000-810-CON-5670B-1	WESTGATE FWY	NOISEWALLS (OUTBOUND)	SHEET 21B	1
372	WDT-WDM-DRG-200-000-810-CON-5671-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 22	1
373	WDT-WDM-DRG-200-000-810-CON-5671A-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 22A	1
374	WDT-WDM-DRG-200-000-810-CON-5672-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 23	1
375	WDT-WDM-DRG-200-000-810-CON-5673-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 24	1
376	WDT-WDM-DRG-200-000-810-CON-5674-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 25	1
377	WDT-WDM-DRG-200-000-810-CON-5675-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 26	1
378	WDT-WDM-DRG-200-000-810-CON-5675A-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 26A	1
379	WDT-WDM-DRG-200-000-810-CON-5676-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 27	1
380	WDT-WDM-DRG-200-000-810-CON-5677-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 28	1
381	WDT-WDM-DRG-200-000-810-CON-5678-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 29	1
382	WDT-WDM-DRG-200-000-810-CON-5679-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 30	1
383	WDT-WDM-DRG-200-000-810-CON-5680-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 31	1
384	WDT-WDM-DRG-200-000-810-CON-5680A-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 31	1
385	WDT-WDM-DRG-200-000-810-CON-5681-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 32	1
386	WDT-WDM-DRG-200-000-810-CON-5682-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 33	1
387	WDT-WDM-DRG-200-000-810-CON-5683-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 34	1
388	WDT-WDM-DRG-200-000-810-CON-5684-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 35	1
389	WDT-WDM-DRG-200-000-810-CON-5685-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 36	1
390	WDT-WDM-DRG-200-000-810-CON-5686-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 37	1
391	WDT-WDM-DRG-200-000-810-CON-5686A-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 37A	1
392	WDT-WDM-DRG-200-000-810-CON-5686B-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 37B	1
393	WDT-WDM-DRG-200-000-810-CON-5686C-1	WESTGATE FWY	NOISEWALLS (INBOUND)	SHEET 37C	1



Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
394	WDT-WDM-DRG-200-000-810-CON-5700-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	OVERVIEW PLAN SHEET 1	1
395	WDT-WDM-DRG-200-000-810-CON-5701-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	OVERVIEW PLAN SHEET 2	1
396	WDT-WDM-DRG-200-000-810-CON-5702-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	OVERVIEW PLAN SHEET 3	1
397	WDT-WDM-DRG-200-000-810-CON-5703-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	OVERVIEW PLAN SHEET 4	1
398	WDT-WDM-DRG-200-000-810-CON-5704-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	OVERVIEW PLAN SHEET 5	1
399	WDT-WDM-DRG-200-000-810-CON-5705-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 1	1
400	WDT-WDM-DRG-200-000-810-CON-5706-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 2	1
401	WDT-WDM-DRG-200-000-810-CON-5707-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 3	1
402	WDT-WDM-DRG-200-000-810-CON-5708-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 4	1
403	WDT-WDM-DRG-200-000-810-CON-5709-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 5	1
404	WDT-WDM-DRG-200-000-810-CON-5710-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 6	1
405	WDT-WDM-DRG-200-000-810-CON-5711-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 7	1
406	WDT-WDM-DRG-200-000-810-CON-5712-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 8	1
407	WDT-WDM-DRG-200-000-810-CON-5713-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 9	1
408	WDT-WDM-DRG-200-000-810-CON-5714-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 10	1
409	WDT-WDM-DRG-200-000-810-CON-5715-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 11	1
410	WDT-WDM-DRG-200-000-810-CON-5716-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 12	1
411	WDT-WDM-DRG-200-000-810-CON-5717-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 13	1
412	WDT-WDM-DRG-200-000-810-CON-5718-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 14	1
413	WDT-WDM-DRG-200-000-810-CON-5719-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 15	1
414	WDT-WDM-DRG-200-000-810-CON-5720-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 16	1
415	WDT-WDM-DRG-200-000-810-CON-5721-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 17	1
416	WDT-WDM-DRG-200-000-810-CON-5722-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 18	1
417	WDT-WDM-DRG-200-000-810-CON-5723-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 19	1
418	WDT-WDM-DRG-200-000-810-CON-5724-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 20	1
419	WDT-WDM-DRG-200-000-810-CON-5725-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 21	1
420	WDT-WDM-DRG-200-000-810-CON-5726-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 22	1
421	WDT-WDM-DRG-200-000-810-CON-5727-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 23	1
422	WDT-WDM-DRG-200-000-810-CON-5728-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 24	1
423	WDT-WDM-DRG-200-000-810-CON-5729-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 25	1
424	WDT-WDM-DRG-200-000-810-CON-5730-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 26	1
425	WDT-WDM-DRG-200-000-810-CON-5731-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 27	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
426	WDT-WDM-DRG-200-000-810-CON-5732-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 28	1
427	WDT-WDM-DRG-200-000-810-CON-5733-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 29	1
428	WDT-WDM-DRG-200-000-810-CON-5734-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 30	1
429	WDT-WDM-DRG-200-000-810-CON-5735-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 31	1
430	WDT-WDM-DRG-200-000-810-CON-5736-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 32	1
431	WDT-WDM-DRG-200-000-810-CON-5737-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 33	1
432	WDT-WDM-DRG-200-000-810-CON-5738-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 34	1
433	WDT-WDM-DRG-200-000-810-CON-5739-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 35	1
434	WDT-WDM-DRG-200-000-810-CON-5740-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 36	1
435	WDT-WDM-DRG-200-000-810-CON-5741-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 37	1
436	WDT-WDM-DRG-200-000-810-CON-5742-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 38	1
437	WDT-WDM-DRG-200-000-810-CON-5743-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 39	1
438	WDT-WDM-DRG-200-000-810-CON-5744-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 40	1
439	WDT-WDM-DRG-200-000-810-CON-5745-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 41	1
440	WDT-WDM-DRG-200-000-810-CON-5746-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 42	1
441	WDT-WDM-DRG-200-000-810-CON-5747-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 43	1
442	WDT-WDM-DRG-200-000-810-CON-5748-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 44	1
443	WDT-WDM-DRG-200-000-810-CON-5749-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 45	1
444	WDT-WDM-DRG-200-000-810-CON-5750-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 46	1
445	WDT-WDM-DRG-200-000-810-CON-5751-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 47	1
446	WDT-WDM-DRG-200-000-810-CON-5752-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 48	1
447	WDT-WDM-DRG-200-000-810-CON-5753-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 49	1
448	WDT-WDM-DRG-200-000-810-CON-5754-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 50	1
449	WDT-WDM-DRG-200-000-810-CON-5755-1	WESTGATE FWY AND HYDE STREET	RETAINING WALLS	PLAN AND ELEVATION SHEET 51	1
450	WDT-WDM-DRG-200-000-810-CON-5800-1	NOISE AND RETAINING WALLS	3D SKETCHES	SHEET 1	1
451	WDT-WDM-DRG-200-000-810-CON-5801-1	NOISE AND RETAINING WALLS	3D SKETCHES	SHEET 2	1
452	WDT-WDM-DRG-200-000-810-CON-5802-1	NOISE AND RETAINING WALLS	3D SKETCHES	SHEET 3	1
453	WDT-WDM-DRG-200-000-810-CON-5803-1	NOISE AND RETAINING WALLS	3D SKETCHES	SHEET 4	1
454	WDT-WDM-DRG-200-000-810-CON-5804-1	NOISE AND RETAINING WALLS	3D SKETCHES	SHEET 5	1
455	WDT-WDM-DRG-200-000-810-CON-5820-1	NOISE AND RETAINING WALL	TYPICAL DETAILS	SHEET 1	1
456	WDT-WDM-DRG-200-000-810-CON-5821-1	NOISE AND RETAINING WALL	TYPICAL DETAILS	SHEET 2	1
457	WDT-WDM-DRG-200-000-810-CON-5822-1	NOISE AND RETAINING WALL	TYPICAL DETAILS	SHEET 3	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
458	WDT-WDM-DRG-200-000-810-CON-5823-1	NOISE AND RETAINING WALL	TYPICAL DETAILS	SHEET 4	1
459	WDT-WDM-DRG-200-000-810-CON-5824-1	NOISE AND RETAINING WALL	TYPICAL DETAILS	SHEET 5	1
460	WDT-WDM-DRG-200-000-810-CON-5825-1	NOISE AND RETAINING WALL	TYPICAL DETAILS	SHEET 6	1
461	WDT-WDM-DRG-200-000-810-CON-5825A-1	NOISE AND RETAINING WALL	TYPICAL DETAILS	SHEET 6A	1
462	WDT-WDM-DRG-200-000-810-CON-5825B-1	NOISE AND RETAINING WALL	TYPICAL DETAILS	SHEET 6B	1
463	WDT-WDM-DRG-200-000-810-CON-5826-1	NOISE AND RETAINING WALL	TYPICAL DETAILS	SHEET 7	1
464	NOT USED				
465	WDT-WDM-DRG-200-000-810-CON-5850-1	WEST GATE FWY AND HYDE STREET	RETAINING WALLS	DETAIL SHEET 1	1
466	WDT-WDM-DRG-100-000-810-CON-5880-1	PROJECT WIDE	NOISE AND RETAINING WALL REFERENCES	SHEET 1	1
467	WDT-WDM-DRG-100-000-810-CON-5881-1	PROJECT WIDE	NOISE AND RETAINING WALL REFERENCES	SHEET 2	1
468	WDT-WDM-DRG-100-000-810-CON-5882-1	PROJECT WIDE	NOISE AND RETAINING WALL REFERENCES	SHEET 3	1

#### e) Landscape (Attachment 5)

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
469	WDT-TCT-DRG-200-000-820-CON-6000-1	PROJECT WIDE	COVER SHEET		1
470	WDT-TCT-DRG-200-000-820-CON-6001-1	PROJECT WIDE	DRAWING INDEX PACKAGE (2) (e)		1
471	WDT-TCT-DRG-200-000-820-CON-6002-1	PROJECT WIDE	KEY PLAN		1
472	WDT-TCT-DRG-200-000-820-CON-6003-1	PROJECT WIDE	LEGEND AND MASTER PLANTING SCHEDULE		1
473	WDT-TCT-DRG-200-000-820-CON-6101-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 1	1
474	WDT-TCT-DRG-200-000-820-CON-6102-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 2	1
475	WDT-TCT-DRG-200-000-820-CON-6103-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 3	1
476	WDT-TCT-DRG-200-000-820-CON-6104-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 4	1
477	WDT-TCT-DRG-200-000-820-CON-6105-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 5	1
478	WDT-TCT-DRG-200-000-820-CON-6106-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 6	1
479	WDT-TCT-DRG-200-000-820-CON-6107-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 7	1
480	WDT-TCT-DRG-200-000-820-CON-6108-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 8	1
481	WDT-TCT-DRG-200-000-820-CON-6109-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 9	1
482	WDT-TCT-DRG-200-000-820-CON-6110-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 10	1
483	WDT-TCT-DRG-200-000-820-CON-6111-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 11	1
484	WDT-TCT-DRG-200-000-820-	WEST GATE FWY AND	LANDSCAPE PLANS	SHEET 12	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
	CON-6112-1	HYDE STREET			
485	WDT-TCT-DRG-200-000-820-CON-6113-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 13	1
486	WDT-TCT-DRG-200-000-820-CON-6114-1	WEST GATE FWY AND HYDE STREET	LANDSCAPE PLANS	SHEET 14	1
487	WDT-TCT-DRG-200-000-820-CON-6115-1	TUNNEL	LANDSCAPE PLANS	SHEET 15	1
488	WDT-TCT-DRG-200-000-820-CON-6116-1	TUNNEL	LANDSCAPE PLANS	SHEET 16	1
489	WDT-TCT-DRG-200-000-820-CON-6117-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 17	1
490	WDT-TCT-DRG-200-000-820-CON-6118-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 18	1
491	WDT-TCT-DRG-200-000-820-CON-6119-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 19	1
492	WDT-TCT-DRG-200-000-820-CON-6120-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 20	1
493	WDT-TCT-DRG-200-000-820-CON-6121-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 21	1
494	WDT-TCT-DRG-200-000-820-CON-6122-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 22	1
495	WDT-TCT-DRG-200-000-820-CON-6123-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 23	1
496	WDT-TCT-DRG-200-000-820-CON-6124-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 24	1
497	WDT-TCT-DRG-200-000-820-CON-6125-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 25	1
498	WDT-TCT-DRG-200-000-820-CON-6126-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 26	1
499	WDT-TCT-DRG-200-000-820-CON-6127-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 27	1
500	WDT-TCT-DRG-200-000-820-CON-6128-1	CITY ACCESS AND BYPASS	LANDSCAPE PLANS	SHEET 28	1
501	WDT-TCT-DRG-200-000-820-CON-6129-1	PROJECT WIDE	SECTIONS	SHEET 29	1
502	WDT-TCT-DRG-200-000-820-CON-6130-1	PROJECT WIDE	SECTIONS	SHEET 30	1
503	WDT-TCT-DRG-200-000-820-CON-6131-1	PROJECT WIDE	SECTIONS	SHEET 31	1
504	WDT-TCT-DRG-200-000-820-CON-6132-1	PROJECT WIDE	SECTIONS	SHEET 32	1
505	WDT-TCT-DRG-200-000-820-CON-6133-1	PROJECT WIDE	SECTIONS	SHEET 33	1
506	WDT-TCT-DRG-200-000-820-CON-6134-1	PROJECT WIDE	SECTIONS	SHEET 34	1
507	WDT-TCT-DRG-200-000-820-CON-6135-1	PROJECT WIDE	SECTIONS	SHEET 35	1
508	WDT-TCT-DRG-200-000-820-CON-6136-1	PROJECT WIDE	SECTIONS	SHEET 36	1
509	WDT-TCT-DRG-200-000-820-CON-6137-1	PROJECT WIDE	SECTIONS	SHEET 37	1
510	WDT-TCT-DRG-200-000-820-CON-6138-1	PROJECT WIDE	SECTIONS	SHEET 38	1
511	WDT-TCT-DRG-200-000-820-CON-6139-1	PROJECT WIDE	SECTIONS	SHEET 39	1
512	WDT-TCT-DRG-200-000-820-CON-6140-1	PROJECT WIDE	SECTIONS	SHEET 40	1
513	WDT-TCT-DRG-200-000-820-CON-6141-1	PROJECT WIDE	SECTIONS	SHEET 41	1
514	WDT-TCT-DRG-200-000-820-CON-6142-1	PROJECT WIDE	SECTIONS	SHEET 42	1
515	WDT-TCT-DRG-200-000-820-CON-6143-1	PROJECT WIDE	SECTIONS	SHEET 43	1
516	WDT-TCT-DRG-200-000-820-	PROJECT WIDE	SECTIONS	SHEET 44	1

Ref	FILENAME / DRAWING No.	TITLE LINE 1 (ZONE)	TITLE LINE 2	TITLE LINE 3	REV
	CON-6144-1				
517	WDT-TCT-DRG-200-000-820-CON-6145-0	PROJECT WIDE	SECTIONS	SHEET 45	0
518	WDT-TCT-DRG-200-000-820-CON-6146-0	PROJECT WIDE	SECTIONS	SHEET 46	0
519	WDT-TCT-DRG-200-000-820-CON-6147-0	PROJECT WIDE	SECTIONS	SHEET 47	0
520	WDT-TCT-DRG-100-000-820-CON-6401-1	PROJECT WIDE - WEST	ROLL PLOT		1
521	WDT-TCT-DRG-100-000-820-CON-6402-1	PROJECT WIDE - EAST	ROLL PLOT		1
522	WDT-TCT-DRG-100-000-820-CON-6403-1	RIVER FRONT PARK	LANDSCAPE BLOW UP PLAN		1
523	WDT-TCT-DRG-100-000-820-CON-6404-1	MOONEE PONDS CREEK AREA	LANDSCAPE BLOW UP PLAN		1
524	WDT-TCT-DRG-100-000-820-CON-6405-1	STONE CREEK	LANDSCAPE BLOW UP PLAN		1
525	WDT-TCT-DRG-100-000-820-CON-6406-1	WILLIAMSTOWN RAIL INTERFACE	LANDSCAPE BLOW UP PLAN		1
526	WDT-TCT-DRG-100-000-820-CON-6407-1	RIVER FRONT PARK - UD 003	LANDSCAPE BLOW UP PLAN		1
527	WDT-TCT-DRG-100-000-820-CON-6408-1	E-GATE CONNECTIONS	LANDSCAPE BLOW UP PLAN		1

Table K5.3 – List of amendments

No.	Table K5.1 ref no.	Amendment
1.	WDT-WDM-DRG-200-000-810-CON-5667D	The reference to “chainage 52100” on the Plan - Noisewall should be deleted and replaced with “chainage 52000” to match the E1 and E2 Elevations.
2.	WDT-WDM-DRG-200-000-810-CON-5668-0	The wall NW 4 extends to the west, outside of the frame of the Plan - Noisewall extent shown on this drawing. The full extent is shown in the alignment plan WDT-AJJ-DRG-200-000-300-CON-0307.
3.	WDT-WDM-DRG-200-000-810-CON-5668-0	The chainage showing the transition from 7.5m high wall to 0m shown in E1 and E2 Elevations is incorrect. This transition occurs to the west of the noise wall extent shown on the alignment plan WDT-AJJ-DRG-200-000-300-CON-0307.
4.	General	D&C Contractor shall provide new joint facilities for the Football, Cricket and Golf Clubs At Donald McLean Reserve in the form of refurbished site offices consistent with Hobsons Bay City Council Don McLean Reserve Masterplan

Table K5.4 – List of clarifications

No.	Table K5.1 ref no.	Clarification
1.	General	Brushed stainless steel used on all structural urban design elements will be designed to minimise glare.

## Part K6 Bid D&C Program

### 1. Documents comprising Part K6

This Part K6 comprises the attachments identified in Table K6.1.

Table K6.1 – List of attachments

No.	Attachment	Rev	Date
1.	WGTP D&C Critical Path Summary WGT-100-000-PRO-CJH-100-000-1001	-	21 November 2017
2.	WGTP D&C L1 PART K WGT-100-000-PRO-CJH-100-000-1001	00	21 November 2017
3.	WGTP D&C L2 PART K WGT-100-000-PRO-CJH-100-000-1001	00	21 November 2017
4.	WGTP D&C L3 PART K WGT-100-000-PRO-CJH-100-000-1001	00	21 November 2017
5.	WGTP D&C Program Submission WGT-100-000-PRO-CJH-100-000-1001	-	21 November 2017
6.	WGTP D&C Program Submission 30-Nov-17 Final (XER electronic file)	-	-

## Part K7 Interface Management Plan

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### 1. Documents comprising Part K7

This Part K7 comprises the attachments identified in Table K7.1.

Table K7.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-CJH-CS-MPL-100-0002 Interface Management Plan_20170927_Rev 3	3	27 September 2017

## Part K8 Construction Traffic Management Plan

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### 1. Documents comprising Part K8

This Part K8 comprises the attachments identified in Table K8.1.

Table K8.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-100-000-MPL-CJH-750-000-0005_Construction Traffic Management Plan_20171025_Rev 3	3	25 October 2017



## Part K9 Construction Environmental Management Plan

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### 1. Documents comprising Part K9

This Part K9 comprises the attachments identified in Table K9.1.

Table K9.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-CJH-EN-MPL-100-0002 Groundwater Management Plan_Rev2_201709276  WGT-CJH-EN-MPL-100-0002 Attachment 1 Tunnel Groundwater Control Measures	2	27 September 2017
2	WGT-EN-MPL-100-0007_WGT Construction Environment MP_ 20170630	1	30 June 2017

## Part K10 Construction Quality Management Plan

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### 1. Documents comprising Part K10

This Part K10 comprises the attachments identified in Table K10.1.

Table K10.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-CJH-QA-MPL-100-0011-CQMP Rev2	2	20 September 2017

## Part K11 Health and Safety Management Plan

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### 1. Documents comprising Part K11

This Part K11 comprises the attachments identified in Table K11.1.

Table K11.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-100-000-MPL-CJH-113-000-0001_Health & Safety Management Plan_20171016 Rev 4	4	13 October 2017

## Part K12 Construction communications and community engagement plan

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### 1. Documents comprising Part K12

This Part K12 comprises the attachments identified in Table K12.1.

Table K12.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-CJH-CU-MPL-100-0001 Construction Comms and Comm Engagement Plan_20170904 Rev 3	3	4 September 2017

## Part K13 Workplace Relations Management Plan

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### 1. Documents comprising Part K13

This Part K13 comprises the attachments identified in Table K13.1.

Table K13.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-CJH-HR-MPL-100-0001_Workplace Relations MP_20170925 Rev 2	2	22 September 2017

## Part K14 Project Delivery Management Plan

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### 1. Documents comprising Part K14

This Part K14 comprises the attachments identified in Table K14.1.

Table K14.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-CJH-MN-MPL-100-0001_Project Delivery Management Plan_20171003 Rev 3	3	28 September 2017

## Part K15 Design Management Plan

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### 1. Documents comprising Part K15

This Part K15 comprises the attachments identified in Table K15.1.

Table K15.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-100-000-MPL-CJH-130-000-0007_Design Management Plan_20171206_Rev 4	4	04 December 2017

## Part K16 Construction Management Plan

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### 1. Documents comprising Part K16

This Part K16 comprises the attachments identified in Table K16.1.

Table K16.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-100-000-MPL-CJH-100-000-0005 Construction Management Plan_20171205_Rev 4	4	5 December 2017



## Part K17 Emergency Risk Management Plan

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### 1. Documents comprising Part K17

This Part K17 comprises the attachments identified in Table K17.1.

Table K17.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-SH-MPL-100-0005_WGT Emergency Risk Management Plan_20170630	1	30 June 2017

## Part K18 Completion and Commissioning Plan

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### 1. Documents comprising Part K18

This Part K18 comprises the attachments identified in Table K18.1.

Table K18.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-QA-MPL-100-00014_WGT Completion and Commissioning Plan_20170630	1	30 June 2017

## Part K19 – M80 Interface Design

### 1. Documents comprising Part K19

This Part K19 comprises the attachments identified in Table K19.1 and Table 19.2.

Table K19.1 – List of attachments reports

No.	Attachment	Rev	Date
1	M80 Interface Works Design Report	4	7 December 2017
2	M80 Interface Works Scope Omissions Report	2	22 November 2017

Table K19.2 – List of attachments drawings

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
<b>Civil</b>					
1.	WDT-AJJ-DRG-201-000-300-CON-4001	M80 INTERFACE WORKS	COVER SHEET		0
2.	WDT-AJJ-DRG-201-000-300-CON-4002	M80 INTERFACE WORKS	DRAWING INDEX		0
3.	WDT-AJJ-DRG-201-000-300-CON-4003	M80 INTERFACE WORKS	KEY PLAN		0
4.	WDT-AJJ-DRG-201-000-300-CON-4004	M80 INTERFACE WORKS	GEOMETRIC CONTROL LINE DESCRIPTIONS		0
5.	WDT-AJJ-DRG-201-000-300-CON-4023	M80 INTERFACE WORKS	GEOMETRIC PLAN	SHEET 3	0
6.	WDT-AJJ-DRG-201-000-300-CON-4024	M80 INTERFACE WORKS	GEOMETRIC PLAN	SHEET 4	0
7.	WDT-AJJ-DRG-201-000-300-CON-4025	M80 INTERFACE WORKS	GEOMETRIC PLAN	SHEET 5	0
8.	WDT-AJJ-DRG-201-000-300-CON-4081	M80 INTERFACE WORKS	TYPICAL CROSS SECTIONS	SHEET 1	0
9.	WDT-AJJ-DRG-201-000-300-CON-4100	M80 INTERFACE WORKS	CONCEPT DESIGN	GENERAL NOTES AND LEGEND	0
10.	WDT-AJJ-DRG-201-000-300-CON-4111	M80 INTERFACE WORKS	CONCEPT PLAN	SHEET 1	0
11.	WDT-AJJ-DRG-201-000-300-CON-4112	M80 INTERFACE WORKS	CONCEPT PLAN	SHEET 2	0
12.	WDT-AJJ-DRG-201-000-300-CON-4113	M80 INTERFACE WORKS	CONCEPT PLAN	SHEET 3	0

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
13.	WDT-AJJ-DRG-201-000-300-CON-4114	M80 INTERFACE WORKS	CONCEPT PLAN	SHEET 4	0
14.	WDT-AJJ-DRG-201-000-300-CON-4115	M80 INTERFACE WORKS	CONCEPT PLAN	SHEET 5	0
15.	WDT-AJJ-DRG-201-000-300-CON-4116	M80 INTERFACE WORKS	CONCEPT PLAN	SHEET 6	0
16.	WDT-AJJ-DRG-201-000-300-CON-4117	M80 INTERFACE WORKS	CONCEPT PLAN	SHEET 7	0
17.	WDT-AJJ-DRG-201-000-300-CON-4118	M80 INTERFACE WORKS	CONCEPT PLAN	SHEET 8	0
18.	WDT-AJJ-DRG-201-000-300-CON-4119	M80 INTERFACE WORKS	CONCEPT PLAN	SHEET 9	0
19.	WDT-AJJ-DRG-201-000-300-CON-4150	M80 INTERFACE WORKS	ROAD ALIGNMENT	GENERAL NOTES AND LEGEND	0
20.	WDT-AJJ-DRG-201-000-300-CON-4151	M80 INTERFACE WORKS	ROAD ALIGNMENT PLAN	SHEET 1	0
21.	WDT-AJJ-DRG-201-000-300-CON-4152	M80 INTERFACE WORKS	ROAD ALIGNMENT PLAN	SHEET 2	0
22.	"Attachment - A"	PART K: OSARS / WGTP	INTERFACE SCOPE DEDUCTION	SUMMARY AUG 2018 SHEET 1	
22.1	WGT-202-420-SKT-AJV-400-000-0011	MISCELLANEOUS STRUCTURES	OSARS INTERFACE / DOHERTYS RD BRIDGE	LUMS & RC3 ATTACHMENT - GA	A
22.2	WGT-202-420-SKT-AJV-400-000-0012	MISCELLANEOUS STRUCTURES	OSARS INTERFACE / DOHERTYS RD BRIDGE	LUMS & RC3 ATTACHMENT - DETAILS SHEET 1	A
22.3	WGT-202-420-SKT-AJV-400-000-0013	MISCELLANEOUS STRUCTURES	OSARS INTERFACE / DOHERTYS RD BRIDGE	LUMS & RC3 ATTACHMENT - DETAILS SHEET 1	A
22.4	"Attachment G"	OSARS / WGTP INTERFACE SCOPE ADDITION	SUMMARY DRB BARRIER REQUIREMENTS	AUG 2018	
23.	WDT-AJJ-DRG-201-000-300-CON-4154	M80 INTERFACE WORKS	ROAD ALIGNMENT PLAN	SHEET 4	0
24.	WDT-AJJ-DRG-201-000-300-CON-4155	M80 INTERFACE WORKS	ROAD ALIGNMENT PLAN	SHEET 5	0
25.	WDT-AJJ-DRG-201-000-320-CON-4190	M80 INTERFACE WORKS	DRAINAGE	GENERAL NOTES AND LEGEND	0
26.	WDT-AJJ-DRG-201-000-320-CON-4194	M80 INTERFACE WORKS	DRAINAGE PLAN	SHEET 4	0
27.	WDT-AJJ-DRG-201-000-330-CON-4200	M80 INTERFACE WORKS	PAVEMENT	GENERAL NOTES AND LEGEND	0

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
28.	WDT-AJJ-DRG-201-000-330-CON-4211	M80 INTERFACE WORKS	TYPICAL PAVEMENT DETAILS	SHEET 1	0
29.	WDT-AJJ-DRG-201-000-330-CON-4233	M80 INTERFACE WORKS	PAVEMENT PLAN	SHEET 3	0
30.	WDT-AJJ-DRG-201-000-330-CON-4234	M80 INTERFACE WORKS	PAVEMENT PLAN	SHEET 4	0
31.	WDT-AJJ-DRG-201-000-330-CON-4235	M80 INTERFACE WORKS	PAVEMENT PLAN	SHEET 5	0
32.	WDT-AJJ-DRG-201-000-700-CON-4300	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS	GENERAL NOTES	0
33.	WDT-AJJ-DRG-201-000-700-CON-4301	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS	LEGEND	0
34.	WDT-AJJ-DRG-201-000-700-CON-4311	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 1	0
35.	WDT-AJJ-DRG-201-000-700-CON-4312	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 2	0
36.	WDT-AJJ-DRG-201-000-700-CON-4313	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 3	0
37.	WDT-AJJ-DRG-201-000-700-CON-4314	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 4	0
38.	WDT-AJJ-DRG-201-000-700-CON-4315	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 5	0
39.	WDT-AJJ-DRG-201-000-700-CON-4316	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 6	0
40.	WDT-AJJ-DRG-201-000-700-CON-4317	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 7	0
41.	WDT-AJJ-DRG-201-000-700-CON-4318	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 8	0
42.	WDT-AJJ-DRG-201-000-700-CON-4319	M80 INTERFACE WORKS	SIGNAGE, LIGHTING AND ITS PLAN	SHEET 9	0
43.	WDT-AJJ-DRG-201-CCB-300-CON-4051	M80 EXPRESS TO WGF EXPRESS (EB)	LONG. SECTION (MCCB - RAMP B)	SHEET 1	0
44.	WDT-AJJ-DRG-201-CFB-300-CON-4501	WGCD TO M80 CD (WB)	LONG. SECTION (MCFB - RAMP E)	SHEET 1	0
45.	WDT-AJJ-DRG-201-CFB-300-CON-4502	WGCD TO M80 CD (WB)	LONG. SECTION (MCFB - RAMP E)	SHEET 2	0
46.	WDT-AJJ-DRG-201-CGB-300-CON-4051	M80 CD TO WGCD (EB)	LONG. SECTION (MCGB - RAMP L)	SHEET 1	0
47.	WDT-AJJ-DRG-201-CIB-300-CON-4051	M80 TO PRINCES FWY (WB)	LONG. SECTION (MCIB - RAMP C)	SHEET 1	0

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
48.	WDT-AJJ-DRG-201-CLB-300-CON-4051	M80 EXPRESS TO WGCD (EB)	LONG. SECTION (MCLB - RAMP F)	SHEET 1	0
49.	WDT-AJJ-DRG-201-CMB-300-CON-4051	WGF EXPRESS TO M80 EXPRESS (WB)	LONG. SECTION (MCMB - RAMP A)	SHEET 1	0
50.	WDT-AJJ-DRG-201-CNB-300-CON-4051	M80 CD TO WGF EXPRESS (EB)	LONG. SECTION (MCNB - RAMP K)	SHEET 1	0
<b>Structural</b>					
51.	WDT-AJJ-DRG-201-000-410-CON-4502	M80 INTERFACE WORKS	LOCATION PLAN		0
52.	WDT-AJJ-DRG-201-000-410-CON-4503	M80 INTERFACE WORKS	GENERAL NOTES AND LEGEND		0
53.	WDT-AJJ-DRG-201-000-410-CON-4511	M80 INTERFACE WORKS	RAMP F OVER PRINCES HIGHWAY	PLAN AND ELEVATION	0
54.	WDT-AJJ-DRG-201-000-410-CON-4512	M80 INTERFACE WORKS	RAMP F OVER PRINCES HIGHWAY	TYPICAL SECTION	0
55.	WDT-AJJ-DRG-201-000-410-CON-4521	M80 INTERFACE WORKS	RAMP E BRIDGE OVER WEST GATE FREEWAY	PLAN AND ELEVATION	0
56.	WDT-AJJ-DRG-201-000-410-CON-4522	M80 INTERFACE WORKS	RAMP E BRIDGE OVER WEST GATE FREEWAY	TYPICAL SECTION	0
57.	WDT-AJJ-DRG-201-000-410-CON-4531	M80 INTERFACE WORKS	RAMP C OVER PRINCES HIGHWAY	PLAN AND ELEVATION	0
58.	WDT-AJJ-DRG-201-000-410-CON-4532	M80 INTERFACE WORKS	RAMP C OVER PRINCES HIGHWAY	TYPICAL SECTION	0
59.	WDT-AJJ-DRG-201-000-410-CON-4541	M80 INTERFACE WORKS	RAMP A OVER WEST GATE FREEWAY	PLAN AND ELEVATION	0
60.	WDT-AJJ-DRG-201-000-410-CON-4542	M80 INTERFACE WORKS	RAMP A OVER WEST GATE FREEWAY	TYPICAL SECTION	0
61.	WDT-AJJ-DRG-201-000-410-CON-4551	M80 INTERFACE WORKS	RAMP B OVER PRINCES HIGHWAY	PLAN AND ELEVATION	0
62.	WDT-AJJ-DRG-201-000-410-CON-4552	M80 INTERFACE WORKS	RAMP B OVER PRINCES HIGHWAY	TYPICAL SECTION	0
<b>Architectural</b>					
63.	WDT-WDM-DRG-201-000-810-CON-4601	M80 INTERFACE WORKS	LOCATION PLAN		0
64.	WDT-WDM-DRG-201-000-810-CON-4602	M80 INTERFACE WORKS	RAMP F OVER PRINCES HIGHWAY	PLAN AND ELEVATION	0
65.	WDT-WDM-DRG-201-000-810-CON-4603	M80 INTERFACE WORKS	RAMP F OVER PRINCES HIGHWAY	TYPICAL SECTION	0

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
66.	WDT-WDM-DRG-201-000-810-CON-4604	M80 INTERFACE WORKS	RAMP F OVER PRINCES HIGHWAY & RAMP C	PLAN AND ELEVATION	0
67.	WDT-WDM-DRG-201-000-810-CON-4605	M80 INTERFACE WORKS	RAMP F OVER PRINCES HIGHWAY & RAMP C	TYPICAL SECTION	0
68.	WDT-WDM-DRG-201-000-810-CON-4606	M80 INTERFACE WORKS	RAMP C OVER PRINCES HIGHWAY	PLAN AND ELEVATION	0
69.	WDT-WDM-DRG-201-000-810-CON-4607	M80 INTERFACE WORKS	RAMP C OVER PRINCES HIGHWAY	TYPICAL SECTION	0
70.	WDT-WDM-DRG-201-000-810-CON-4608	M80 INTERFACE WORKS	RAMP A OVER WGF	PLAN AND ELEVATION	0
71.	WDT-WDM-DRG-201-000-810-CON-4609	M80 INTERFACE WORKS	RAMP A OVER WGF	TYPICAL SECTION	0
72.	WDT-WDM-DRG-201-000-810-CON-4610	M80 INTERFACE WORKS	LOCATION PLAN		0
73.	WDT-WDM-DRG-201-000-810-CON-4611	M80 INTERFACE WORKS	RAMP E - EAST ABUTMENT	PLAN AND ELEVATION	0
74.	WDT-WDM-DRG-201-000-810-CON-4612	M80 INTERFACE WORKS	RAMP F - EAST ABUTMENT	PLAN AND ELEVATION - SHEET 1	0
75.	WDT-WDM-DRG-201-000-810-CON-4613	M80 INTERFACE WORKS	RAMP F - EAST ABUTMENT	PLAN AND ELEVATION - SHEET 2	0
76.	WDT-WDM-DRG-201-000-810-CON-4614	M80 INTERFACE WORKS	3D SKETCHES	SHEET 1	0
77.	WDT-WDM-DRG-201-000-810-CON-4615	M80 INTERFACE WORKS	3D SKETCHES	SHEET 2	0
78.	WDT-WDM-DRG-201-000-810-CON-4616	M80 INTERFACE WORKS	3D SKETCHES	SHEET 3	0
79.	WDT-WDM-DRG-201-000-810-CON-4617	M80 INTERFACE WORKS	3D SKETCHES	SHEET 4	0
<b>Omission</b>					
80.	WDT-AJJ-DRG-201-000-300-CON-5002	M80 INTERFACE WORKS - OMISSION	DRAWING INDEX		0
81.	WDT-AJJ-DRG-201-000-300-CON-5154	M80 INTERFACE WORKS - OMISSION	ROAD ALIGNMENT PLAN	SHEET 4	0
82.	WDT-AJJ-DRG-201-000-300-CON-5155	M80 INTERFACE WORKS - OMISSION	ROAD ALIGNMENT PLAN	SHEET 5	0
83.	WDT-AJJ-DRG-201-000-320-CON-5194	M80 INTERFACE WORKS - OMISSION	DRAINAGE PLAN	SHEET 4	0

No.	DRAWING No.	TITLE LINE 1	TITLE LINE 2	TITLE LINE 3	REV
84.	WDT-AJJ-DRG-201-000-330-CON-5234	M80 INTERFACE WORKS - OMISSION	PAVEMENT PLAN	SHEET 4	0
85.	WDT-AJJ-DRG-201-000-700-CON-5311	M80 INTERFACE WORKS - OMISSION	SIGNAGE,LIGHTING AND ITS PLAN	SHEET 1	0
86.	WDT-AJJ-DRG-201-000-700-CON-5313	M80 INTERFACE WORKS - OMISSION	SIGNAGE,LIGHTING AND ITS PLAN	SHEET 3	0
87.	WDT-AJJ-DRG-201-000-700-CON-5314	M80 INTERFACE WORKS - OMISSION	SIGNAGE,LIGHTING AND ITS PLAN	SHEET 4	0
88.	WDT-AJJ-DRG-201-000-700-CON-5316	M80 INTERFACE WORKS - OMISSION	SIGNAGE,LIGHTING AND ITS PLAN	SHEET 6	0
89.	WDT-AJJ-DRG-201-000-700-CON-5317	M80 INTERFACE WORKS - OMISSION	SIGNAGE,LIGHTING AND ITS PLAN	SHEET 7	0



## Part K20 – O&M Phase Management Plan

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### 1. Documents comprising Part K20

This Part K20 comprises the attachments identified in Table K20.1.

Table K20.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT - OM Phase Management Plan - Initial draft 2 June 2017	0.1	2 June 2017

## Part K21 – Code of Maintenance Standards

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### 1. Documents comprising Part K21

This Part K21 comprises the attachments identified in Table K21.1.

Table K21.1 – List of attachments

No.	Attachment	Rev	Date
1	WD Code of Maintenance Standards - Revised draft - 31 Aug 2017	0.2	31 August 2017

## Part K22 – Additional Land Parcels

### 1. Documents comprising Part K22

This Part K22 comprises the attachments identified in Table K22.1.

Table K22.1 – List of attachments

No.	Attachment	Rev	Date
1	WDA-WGTP-ALP-001 Additional Land Parcels Sheet 1 of 6	Not applicable	01 December 2017
2	WDA-WGTP-ALP-002 Additional Land Parcels Sheet 2 of 6	Not applicable	01 December 2017
3	WDA-WGTP-ALP-003 Additional Land Parcels Sheet 3 of 6	Not applicable	01 December 2017
4	WDA-WGTP-ALP-004 Additional Land Parcels Sheet 4 of 6	Not applicable	01 December 2017
5	WDA-WGTP-ALP-005 Additional Land Parcels Sheet 5 of 6	Not applicable	01 December 2017
6	WDA-WGTP-ALP-006 Additional Land Parcels Sheet 6 of 6	Not applicable	01 December 2017

## Part K23 – Stabling Area Drawings

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### 1. Documents comprising Part K23

This Part K23 comprises the attachments identified in Table K23.1.

Table K23.1 – List of attachments

No.	Attachment	Rev	Date
1	Wurundjeri Way Extension Enabling Works Track and Signal Demolition and Removal Page 1 of 4	Not applicable	07 December 2017
2	Wurundjeri Way Extension Enabling Works Track and Signal Demolition and Removal Page 2 of 4	Not applicable	07 December 2017
3	Wurundjeri Way Extension Enabling Works Track and Signal Demolition and Removal Page 3 of 4	Not applicable	07 December 2017
4	Wurundjeri Way Extension Enabling Works Track and Signal Demolition and Removal Page 4 of 4	Not applicable	07 December 2017

## Part K24 – Melbourne Quarter

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### 2. Documents comprising Part K24

This Part K24 comprises the attachments identified in Table K24.1.

Table K24.1 – List of attachments

No.	Attachment	Rev	Date
1	WGT-404-200-SKT-AJV-300-000-0001 Flinders Street to Dudley St – Civil Works Functional Design Adjacent to Melbourne Quarter Sheet 1	B	04 December 2017
2	WGT-404-200-SKT-AJV-300-000-0002 Flinders Street to Dudley St – Civil Works Functional Design Adjacent to Melbourne Quarter Sheet 2	B	04 December 2017

Part K25 – Not used

Part K26 – Not used

Part K27 – Not used



## Part K28 – Reset D&C Program

### 1. Documents comprising Part K28

This Part K28 comprises the attachments identified in Table K28.1.

Table K28.1 – List of attachments

<u>No.</u>	<u>Attachment</u>	<u>Rev</u>	<u>Date</u>
<u>1.</u>	<u>Reset DD 20Oct21 Sub 3 Dec21.xer attached to Aconex ref: CPBJH-GCOR-193134 dated 17 March 2022</u>	<u>=</u>	<u>13 December 2021</u>
<u>2.</u>	<u>Reset Program Critical Path Detail 2021-12-13.pdf attached to Aconex ref: CPBJH-GCOR-193134 dated 17 March 2022</u>	<u>=</u>	<u>13 December 2021</u>
<u>3.</u>	<u>Reset Program Critical Path Summary 2021-12-13.pdf attached to Aconex ref: CPBJH-GCOR-193134 dated 17 March 2022</u>	<u>=</u>	<u>13 December 2021</u>
<u>4.</u>	<u>Reset Program Full Detail 2021-12-13.pdf attached to Aconex ref: CPBJH-GCOR-193134 dated 17 March 2022</u>	<u>=</u>	<u>13 December 2021</u>
<u>5.</u>	<u>Reset Program Level 3-4 2021-12-13.pdf attached to Aconex ref: CPBJH-GCOR-193134 dated 17 March 2022</u>	<u>=</u>	<u>13 December 2021</u>

WGTP Reset Program  
 Critical Path Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
<b>WGTP Reset Program Oct21 Submission 03</b>						972	28-Feb-22	19-Nov-25	0														
<b>WGTP 100 - Project Wide</b>						972	28-Feb-22	19-Nov-25	0														
<b>Forecast Completion Milestones</b>						122	20-Jul-25	19-Nov-25	0														
100-FCMS-1030	Forecast of OMCS Completion (Operations Management and Cont	0		20-Jul-25	0																		
100-FCMS-1000	WGTP Forecast Completion	0		19-Nov-25*	0																		
<b>Contingencies</b>						86	22-Feb-25	18-May-25	0														
100-CTG-1250	Contractors Contingency	86	22-Feb-25	18-May-25	0																		
100-CTG-1240	Shared Contingency	0	22-Feb-25	22-Feb-25	0																		
<b>Key Milestones</b>						0	28-Feb-22	01-Mar-22	2														
100-KMS-1110	Forecast date for spoil receiver readiness	0		28-Feb-22*	2																		
100-KMS-1030	OB TBM1 start	0	01-Mar-22		2																		
<b>Notifications</b>						122	21-Jul-25	19-Nov-25	0														
100-OMCS-1000	**GS OMCS Completion notification	122	21-Jul-25	19-Nov-25	0																		
<b>Interface Milestones H/O to</b>						142	24-Oct-23	04-May-24	2														
<b>Tunnel</b>						100	11-Dec-23	30-Apr-24	2														
<b>From MEIC</b>						100	11-Dec-23	30-Apr-24	2														
<b>OB Tunnel</b>						100	11-Dec-23	30-Apr-24	2														
<b>Service Tunnel Temporary Barriers Relocation</b>						100	11-Dec-23	30-Apr-24	2														
300-IFMS-1030	MEIC>TU: Zone O1 (Nth Portal-XP18) Intrazone Cabling Complete;	0		11-Dec-23	2																		
300-IFMS-1040	MEIC>TU: Zone O2 (XP18-XP14) Intrazone Cabling Complete; rea	0		10-Feb-24	2																		
300-IFMS-1050	MEIC>TU: Zone O3b (XP11-XP8) Intrazone Cabling Complete; rea	0		07-Mar-24	2																		
300-IFMS-1060	MEIC>TU: Zone O4 (XP8-XP4) Intrazone Cabling Complete; ready	0		30-Apr-24	2																		
<b>MEIC</b>						142	24-Oct-23	04-May-24	2														
<b>From Tunnel</b>						142	24-Oct-23	04-May-24	2														
<b>Tunnel sections</b>						142	24-Oct-23	04-May-24	2														
<b>Service Tunnel OB</b>						142	24-Oct-23	04-May-24	2														
<b>Key Access</b>						0	24-Oct-23	24-Oct-23	2														
500-IFMS-1420	TU>MEIC: OB TBM Excavation Complete for Start of MEI Intrazone	0		24-Oct-23	2																		
<b>Barricaded Access for Intrazone Cabling (behind temporary barrier; temp road deck o</b>						136	31-Oct-23	04-May-24	2														
500-IFMS-1070	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		31-Oct-23	2																		
500-IFMS-1080	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		18-Dec-23	2																		
500-IFMS-1190	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		15-Feb-24	2																		
500-IFMS-1270	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		14-Mar-24	2																		
500-IFMS-1380	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		04-May-24	2																		
<b>WGTP 300 - Tunnel</b>						569	01-Mar-22	04-May-24	2														
<b>Subzone 303 - Northern Portal</b>						431	01-Mar-22	24-Oct-23	2														
<b>Cut &amp; Cover and Dive Structure</b>						431	01-Mar-22	24-Oct-23	2														
<b>Nth Portal C&amp;C - TBM - Tunnel BEW Gantries Interfaces at Nth Portal Launch Shaft</b>						431	01-Mar-22	24-Oct-23	2														
<b>Outbound Tunnel</b>						431	01-Mar-22	24-Oct-23	2														
<b>TBM Stoppages &amp; Portal Works</b>						94	01-Mar-22	10-Jul-22	7														
<b>TBM Stops</b>						132	01-Mar-22	10-Jul-22	9														
303-OBIF-1000	OB Stop 1 - cutterhead check after Ring R02	2	01-Mar-22	02-Mar-22	7																		
303-OBIF-1020	OB Stop 2 - adjust services connection as gantry 2 pass thrust fran	2	04-Mar-22	05-Mar-22	6																		
303-OBIF-1180	OB Stop 5 - major stoppage at 500m (upper thrust frame; pressure	11	30-Jun-22	10-Jul-22	9																		
<b>Tunnel Interface Works</b>						2	30-Jun-22	01-Jul-22	7														
<b>Tunnel Ventilation</b>						2	30-Jun-22	01-Jul-22	7														
303-OBIF-1170	OB TBM - reconfigure vent ducts behind thrust frame during major	2	30-Jun-22	01-Jul-22	7																		

█ Actual Work    █ Critical Remaining Work  
█ Remaining Work    ◆ Milestone

WGTP Reset Program  
 Critical Path Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
<b>Tunnel Completion</b>																							
303-OBIF-1330	OB TBM Excavation Complete - Demob 250t crane/TBM power/Ve	0	24-Oct-23	24-Oct-23	1																		
<b>Subzone 302 - Tunnel Section</b>																							
<b>Outbound Tunnel Excavation</b>																							
<b>TBM Receipt, Assembly &amp; Launch</b>																							
<b>TBM final commissioning and commencement of Works</b>																							
302-OBTB-1080	Start of OB TBM Tunnelling (Tunnel Spoil Receiver Site Available)	0	01-Mar-22	01-Mar-22	2		◆																
<b>Tunnel Excavation</b>																							
<b>TBM Excavation &amp; Support</b>																							
302-OBEX-1000	Insitu Lining & Interface Collar (ie. Thrust Rings) - Outbound Tunnel	3	01-Mar-22	03-Mar-22	2																		
302-OBEX-1010	OB TBM Excavate & Support - Add'l 70m from Nth Portal with LC C	13	04-Mar-22	16-Mar-22	2		■																
302-OBEX-1020	OB TBM Excavate & Support - 278m from Nth Portal to end Reach	50	17-Mar-22	05-May-22	2		■																
302-OBEX-1030	OB TBM Excavate & Support - 220m into Reach 2 incl LC to 1st TE	45	06-May-22	19-Jun-22	2			■															
302-OBEX-1040	TBM1 Remove thrust frame & temp svcs & install backend work ga	21	20-Jun-22	10-Jul-22	2				■														
302-OBEX-1050	OB TBM Excavate & Support - 100m from re-start Ch.53990 - Ch.5	20	11-Jul-22	30-Jul-22	2					■													
302-OBEX-1060	OB TBM Excavate & Support - 100m Ch.53890 - Ch.53790 [XP16]	20	31-Jul-22	19-Aug-22	2						■												
302-OBEX-1070	OB TBM Excavate & Support - 40m to end of Reach 2 Ch.53790 -	8	20-Aug-22	27-Aug-22	2							■											
302-OBEX-1080	OB TBM Excavate & Support - 100m Ch.53750 - Ch.53650	8	28-Aug-22	04-Sep-22	2								■										
302-OBEX-1090	OB TBM Excavate & Support - 70m to end of Reach 3 Ch.53650 -	7	05-Sep-22	11-Sep-22	2									■									
302-OBEX-1100	OB TBM Excavate & Support - 70m to end of Reach 4 Ch.53580 -	13	12-Sep-22	24-Sep-22	2										■								
302-OBEX-1110	OB TBM Excavate & Support - 100m Ch.53510 - Ch.53410	9	25-Sep-22	03-Oct-22	2											■							
302-OBEX-1120	OB TBM Excavate & Support - 100m Ch.53410 - Ch.53310 [XP12/	8	04-Oct-22	11-Oct-22	2												■						
302-OBEX-1130	OB TBM Excavate & Support - 100m Ch.53310 - Ch.53210 [XP11]	11	12-Oct-22	22-Oct-22	2													■					
302-OBEX-1140	OB TBM Excavate & Support - 100m Ch.53210 - Ch.53110 [XP10]	8	23-Oct-22	30-Oct-22	2														■				
302-OBEX-1150	OB TBM Excavate & Support - 90m to end of Reach 5 Ch.53110 -	8	31-Oct-22	07-Nov-22	2															■			
302-OBEX-1160	OB TBM Excavate & Support - 100m Ch.53020 - Ch.52920	14	08-Nov-22	21-Nov-22	2																■		
302-OBEX-1170	OB TBM Excavate & Support - 100m Ch.52920 - Ch.52820 [XP8]	13	22-Nov-22	04-Dec-22	2																	■	
302-OBEX-1180	OB TBM Excavate & Support - 100m Ch.52820 - Ch.52720 [XP7]	14	05-Dec-22	18-Dec-22	2																	■	
302-OBEX-1190	OB TBM Excavate & Support - 100m Ch.52720 - Ch.52620 [XP6]	13	19-Dec-22	31-Dec-22	2																	■	
302-OBEX-1200	OB TBM Excavate & Support - 100m Ch.52620 - Ch.52520 [XP5]	14	01-Jan-23	14-Jan-23	2																	■	
302-OBEX-1210	OB TBM Excavate & Support - 20m to end of Reach 6 Ch.52520 -	3	15-Jan-23	17-Jan-23	2																	■	
302-OBEX-1220	OB TBM Excavate & Support - 100m Ch.52500 - Ch.52400 [XP4]	13	18-Jan-23	30-Jan-23	2																	■	
302-OBEX-1230	OB TBM Excavate & Support - 100m Ch.52400 - Ch.52300 [XP3]	14	31-Jan-23	13-Feb-23	2																	■	
302-OBEX-1240	OB TBM Excavate & Support - 100m to end of Reach 7 Ch.52300	13	14-Feb-23	26-Feb-23	2																	■	
302-OBEX-1250	OB TBM Excavate & Support - 100m Ch.52200 - Ch.52100 [SDX2	17	27-Feb-23	15-Mar-23	2																	■	
302-OBEX-1260	OB TBM Excavate & Support - 100m Ch.52100 - Ch.52000 [XP1]	17	16-Mar-23	01-Apr-23	2																	■	
302-OBEX-1270	OB TBM Excavate & Support - 100m Ch.52000 - Ch.51900 [EOU9	17	02-Apr-23	18-Apr-23	2																	■	
302-OBEX-1280	OB TBM Excavate & Support - 100m Ch.51900 - Ch.51800 [EOU8	17	19-Apr-23	05-May-23	2																	■	
302-OBEX-1290	OB TBM Excavate & Support - 100m Ch.51800 - Ch.51700 [EOU7	17	06-May-23	22-May-23	2																	■	
302-OBEX-1300	OB TBM Excavate & Support - 100m Ch.51700 - Ch.51600	17	23-May-23	08-Jun-23	2																	■	
302-OBEX-1310	OB TBM Excavate & Support - 100m to end of Reach 8 Ch.51600	17	09-Jun-23	25-Jun-23	2																	■	
302-OBEX-1320	OB TBM Excavate & Support - 100m Ch.51500 - Ch.51400 [EOU5	20	26-Jun-23	15-Jul-23	2																	■	
302-OBEX-1330	OB TBM Excavate & Support - 100m Ch.51400 - Ch.51300 [EOU4	20	16-Jul-23	04-Aug-23	2																	■	
302-OBEX-1340	OB TBM Excavate & Support - 100m Ch.51300 - Ch.51200 [EOU3	20	05-Aug-23	24-Aug-23	2																	■	
302-OBEX-1350	OB TBM Excavate & Support - 100m Ch.51200 - Ch.51100 [EOU2	21	25-Aug-23	14-Sep-23	2																	■	
302-OBEX-1360	OB TBM Excavate & Support - 100m Ch.51100 - Ch.51000	20	15-Sep-23	04-Oct-23	2																	■	
302-OBEX-1370	OB TBM Excavate & Support - 100m to end of Reach 9 & TBM dri	20	05-Oct-23	24-Oct-23	2																	■	
<b>Outbound Tunnel BEW</b>																							

Actual Work Remaining Work Critical Remaining Work Milestone

TASK filter: Critical.

WGTP Reset Program  
 Critical Path Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
<b>Temporary Barrier Setup for MEI Intrazone Cabling</b>						142	25-Oct-23	04-May-24	2															
302-OBTB-1510	OB Service Tunnel Temp Barrier Setup for MEI Intrazone Cabling Z	6	25-Oct-23	31-Oct-23	2																			
302-OBTB-1520	OB Service Tunnel Temp Barrier Setup for MEI Intrazone Cabling Z	6	12-Dec-23	18-Dec-23	2																			
302-OBTB-1530	OB Service Tunnel Temp Barrier Setup for MEI Intrazone Cabling Z	4	12-Feb-24	15-Feb-24	2																			
302-OBTB-1540	OB Service Tunnel Temp Barrier Setup for MEI Intrazone Cabling Z	4	08-Mar-24	14-Mar-24	2																			
302-OBTB-1550	OB Service Tunnel Temp Barrier Setup for MEI Intrazone Cabling Z	4	01-May-24	04-May-24	2																			
<b>WGTP 500 - MEIC</b>						448	01-Nov-23	20-Jul-25	0															
<b>MEIC Tunnel</b>						255	01-Nov-23	23-Sep-24	2															
<b>Tunnels</b>						255	01-Nov-23	23-Sep-24	2															
<b>Outbound Tunnel</b>						255	01-Nov-23	23-Sep-24	2															
<b>OB Service Tunnel - Invert Section</b>						221	01-Nov-23	14-Aug-24	2															
<b>OB Service Tunnel Zone O1 (510m)</b>						32	01-Nov-23	11-Dec-23	2															
<b>Intrazone Cabling O1</b>						32	01-Nov-23	11-Dec-23	2															
500-OBST-0001	(WBS) Zone O1 Intrazone Cabling	32	01-Nov-23	11-Dec-23	2																			
500-OBST-1250	Install Temporary Work Platform Zone O1	3	01-Nov-23	03-Nov-23	2																			
500-OBST-1260	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O1	8	08-Nov-23	16-Nov-23	2																			
500-OBST-1270	Install LV Cable Hauling Zone O1	11	17-Nov-23	29-Nov-23	2																			
500-OBST-1280	Install Control Cable Hauling Zone O1	11	22-Nov-23	04-Dec-23	2																			
500-OBST-1290	Cable Testing & Terminations Zone O1	6	05-Dec-23	11-Dec-23	2																			
<b>OB Service Tunnel Zone O2 (505m)</b>						34	19-Dec-23	10-Feb-24	2															
<b>Intrazone Cabling O2</b>						34	19-Dec-23	10-Feb-24	2															
500-OBST-1350	Install Temporary Work Platform Zone O2	3	19-Dec-23	21-Dec-23	2																			
500-OBST-0002	(WBS) Zone O2 Intrazone Cabling	34	19-Dec-23	10-Feb-24	2																			
500-OBST-1360	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O2	8	03-Jan-24	12-Jan-24	2																			
500-OBST-1370	Install LV Cable Hauling Zone O2	11	13-Jan-24	25-Jan-24	2																			
500-OBST-1380	Install Control Cable Hauling Zone O2	11	20-Jan-24	03-Feb-24	2																			
500-OBST-1390	Cable Testing & Terminations Zone O2	6	05-Feb-24	10-Feb-24	2																			
<b>OB Service Tunnel Zone O3 (585m)</b>						112	16-Feb-24	06-Jul-24	2															
<b>Intrazone Cabling O3a</b>						18	17-Jun-24	06-Jul-24	2															
500-OBST-1910	Install Temporary Work Platform Zone O3a	2	17-Jun-24	18-Jun-24	2																			
500-OBST-0003	(WBS) Zone O3a Intrazone Cabling	18	17-Jun-24	06-Jul-24	2																			
500-OBST-1950	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O3a	3	19-Jun-24	21-Jun-24	2																			
500-OBST-1970	Install LV Cable Hauling Zone O3a	6	22-Jun-24	28-Jun-24	2																			
500-OBST-2000	Install Control Cable Hauling Zone O3a	6	27-Jun-24	03-Jul-24	2																			
500-OBST-2020	Cable Testing & Terminations Zone O3a	3	04-Jul-24	06-Jul-24	2																			
<b>Intrazone Cabling O3b</b>						18	16-Feb-24	07-Mar-24	2															
500-OBST-1490	Install Temporary Work Platform Zone O3b	2	16-Feb-24	17-Feb-24	2																			
500-OBST-0004	(WBS) Zone O3b Intrazone Cabling	18	16-Feb-24	07-Mar-24	2																			
500-OBST-1510	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O3b	3	19-Feb-24	21-Feb-24	2																			
500-OBST-1520	Install LV Cable Hauling Zone O3b	6	22-Feb-24	28-Feb-24	2																			
500-OBST-1530	Install Control Cable Hauling Zone O3b	6	27-Feb-24	04-Mar-24	2																			
500-OBST-1540	Cable Testing & Terminations Zone O3b	3	05-Mar-24	07-Mar-24	2																			
<b>OB Service Tunnel Zone O4 (515m)</b>						34	15-Mar-24	30-Apr-24	2															
<b>Intrazone Cabling O4</b>						34	15-Mar-24	30-Apr-24	2															
500-OBST-1550	Install Temporary Work Platform Zone O4	3	15-Mar-24	18-Mar-24	2																			
500-OBST-0005	(WBS) Zone O4 Intrazone Cabling	34	15-Mar-24	30-Apr-24	2																			
500-OBST-1560	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O4	8	19-Mar-24	27-Mar-24	2																			
500-OBST-1570	Install LV Cable Hauling Zone O4	11	28-Mar-24	12-Apr-24	2																			

Actual Work Remaining Work Critical Remaining Work Milestone

TASK filter: Critical.



WGTP Reset Program  
 Critical Path Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
500-OBST-1580	Install Control Cable Hauling Zone O4	11	08-Apr-24	19-Apr-24	2																			
500-OBST-1590	Cable Testing & Terminations Zone O4	6	20-Apr-24	30-Apr-24	2																			
<b>OB Service Tunnel Zone O5 (445m)</b>		34	06-May-24	15-Jun-24	2																			
<b>Intrazone Cabling O5</b>		34	06-May-24	15-Jun-24	2																			
500-OBST-1650	Install Temporary Work Platform Zone O5	3	06-May-24	08-May-24	2																			
500-OBST-0006	(WBS) Zone O5 Intrazone Cabling	34	06-May-24	15-Jun-24	2																			
500-OBST-1670	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O5	8	09-May-24	17-May-24	2																			
500-OBST-1720	Install LV Cable Hauling Zone O5	11	18-May-24	30-May-24	2																			
500-OBST-1730	Install Control Cable Hauling Zone O5	11	25-May-24	06-Jun-24	2																			
500-OBST-1740	Cable Testing & Terminations Zone O5	6	07-Jun-24	15-Jun-24	2																			
<b>OB Service Tunnel Zone O6 (640m)</b>		25	08-Jul-24	05-Aug-24	2																			
<b>Intrazone Cabling O6</b>		25	08-Jul-24	05-Aug-24	2																			
500-OBST-1830	Install Temporary Work Platform Zone O6	3	08-Jul-24	10-Jul-24	2																			
500-OBST-1850	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O6	8	11-Jul-24	19-Jul-24	2																			
500-OBST-1860	Install LV Cable Hauling Zone O6	9	20-Jul-24	30-Jul-24	2																			
500-OBST-1890	Install Control Cable Hauling Zone O6	8	27-Jul-24	05-Aug-24	2																			
<b>OB Service Tunnel Zone O7 (440m)</b>		22	20-Jul-24	14-Aug-24	2																			
<b>Intrazone Cabling O7</b>		22	20-Jul-24	14-Aug-24	2																			
500-OBST-2100	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O7	6	20-Jul-24	26-Jul-24	6																			
500-OBST-2110	Install LV Cable Hauling Zone O7	8	31-Jul-24	08-Aug-24	3																			
500-OBST-2120	Install Control Cable Hauling Zone O7	8	06-Aug-24	14-Aug-24	2																			
<b>Outbound Tunnel Equipment Installation</b>		54	23-Jul-24	23-Sep-24	2																			
500-OBTE-1080	Install Non-Roadway Tunnel Lighting	20	23-Jul-24	14-Aug-24	2																			
500-OBTE-1070	Install Cable Trays Final Connection to Boards	20	23-Jul-24	14-Aug-24	2																			
500-OBTE-1130	Install Cable Testing & Termination (Field /Source) - OB Service Tun	50	27-Jul-24	23-Sep-24	2																			
<b>MEIC Commissioning</b>		214	24-Sep-24	20-Jul-25	0																			
<b>Energisation Substations</b>		90	24-Sep-24	22-Dec-24	2																			
502-ENER-1020	MEI Energisation Substations 2A & 2B (L2 testing)	30	24-Sep-24	23-Oct-24	2																			
502-ENER-1030	MEI Energisation Substations 1A & 1B (L2 testing)	30	24-Oct-24	22-Nov-24	2																			
502-ENER-1040	MEI Energisation OBSP Substation (L2 testing)	30	23-Nov-24	22-Dec-24	2																			
<b>Level 2-4 Commissioning Tunnel incl Substations</b>		65	25-Nov-24	21-Feb-25	0																			
502-L2L4-1020	MEI L2-L4 Commissioning OBSP Cut & Cover	65	25-Nov-24	21-Feb-25	0																			
<b>Level 5-6 Commissioning</b>		63	19-May-25	20-Jul-25	0																			
502-L5L6-1000	MEI L5-L6 Commissioning - IAT	63	19-May-25	20-Jul-25	0																			
502-L5L6-1010	Project Co UAT	30	21-Jun-25	20-Jul-25	0																			

WGTP Reset Program  
 Critical Path Summary



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
<b>WGTP Reset Program Oct21 Submission 03</b>						972	28-Feb-22	19-Nov-25	0															
<b>WGTP 100 - Project Wide</b>						972	28-Feb-22	19-Nov-25	0															
<b>Forecast Completion Milestones</b>						122	20-Jul-25	19-Nov-25	0															
100-FCMS-1030	Forecast of OMCS Completion (Operations Management and Cont	0		20-Jul-25	0																	◆		
100-FCMS-1000	WGTP Forecast Completion	0		19-Nov-25*	0																		◆	
<b>Contingencies</b>						86	22-Feb-25	18-May-25	0															
<b>Key Milestones</b>						0	28-Feb-22	01-Mar-22	2															
<b>Notifications</b>						122	21-Jul-25	19-Nov-25	0															
<b>Interface Milestones H/O to</b>						142	24-Oct-23	04-May-24	2															
<b>WGTP 300 - Tunnel</b>						569	01-Mar-22	04-May-24	2															
<b>Subzone 303 - Northern Portal</b>						431	01-Mar-22	24-Oct-23	2															
<b>Subzone 302 - Tunnel Section</b>						569	01-Mar-22	04-May-24	2															
<b>WGTP 500 - MEIC</b>						448	01-Nov-23	20-Jul-25	0															
<b>MEIC Tunnel</b>						255	01-Nov-23	23-Sep-24	2															
<b>MEIC Commissioning</b>						214	24-Sep-24	20-Jul-25	0															
<b>Energisation Substations</b>						90	24-Sep-24	22-Dec-24	2															
<b>Level 2-4 Commissioning Tunnel incl Substations</b>						65	25-Nov-24	21-Feb-25	0															
<b>Level 5-6 Commissioning</b>						63	19-May-25	20-Jul-25	0															
502-L5L6-1000	MEI L5-L6 Commissioning - IAT	63	19-May-25	20-Jul-25	0																			
502-L5L6-1010	Project Co UAT	30	21-Jun-25	20-Jul-25	0																			

█ Actual Work    █ Critical Remaining Work  
█ Remaining Work    ◆ Milestone

### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
<b>WGTP Reset Program Oct21 Submission 03</b>		1065	17-Nov-17 A	19-Nov-25	0																
<b>WGTP 100 - Project Wide</b>		1065	17-Nov-17 A	19-Nov-25	0																
<b>Forecast Completion Milestones</b>		546	22-May-24	19-Nov-25	0																
100-FCMS-1010	Forecast of FCC Completion (Freeway Control Centre)	0		22-May-24	181																
100-FCMS-1020	Forecast of RSS Completion (Roadside Systems)	0		16-Apr-25	156																
100-FCMS-1030	Forecast of OMCS Completion (Operations Management and Cont	0		20-Jul-25	0																
100-FCMS-1040	Westgate Tunnel Project Completion notification	25	21-Jul-25	14-Aug-25	97																
100-FCMS-1000	WGTP Forecast Completion	0		19-Nov-25*	0																
<b>Contingencies</b>		617	21-Sep-21 A	21-Jul-25	122																
100-CTG-1210	SD21 - WGTP shutdown 2021	0	21-Sep-21 A	04-Oct-21 A																	
100-CTG-1010	D&C Program Subzone 201 - M80 Contingency (PW-ML-1160)	0	12-Nov-23	12-Nov-23	714																
100-CTG-1040	D&C Program Subzone 202 Contingency (PW-ML-1150)	0	25-Dec-24	25-Dec-24	94																
100-CTG-1020	D&C Program RSS Contingency (RSS-1090)	0	17-Jan-25	17-Jan-25	154																
100-CTG-1250	Contractors Contingency	86	22-Feb-25	18-May-25	0																
100-CTG-1240	Shared Contingency	0	22-Feb-25	22-Feb-25	0																
100-CTG-1000	D&C Program Tunnel Contingency (PCMS-1110)	0	22-Feb-25	22-Feb-25	86																
100-CTG-1030	D&C Program Subzone 203 Contingency (PW-ML-1140)	0	23-May-25	23-May-25	156																
100-CTG-1190	Restored Tunnel Contingency (PCMS-1150)	0	21-Jul-25	21-Jul-25	122																
100-CTG-1060	Disruption due to community backlash: State contingency	0	21-Jul-25	21-Jul-25	122																
100-CTG-1160	Supplementary SRA Contractor's Contingency OMCS/WGT Compl	0	21-Jul-25	21-Jul-25	122																
100-CTG-1180	D&C Program OMCS Contingency (PCMS-1140)	0	21-Jul-25	21-Jul-25	122																
<b>Key Milestones</b>		884	17-Nov-17 A	20-Jul-25	70																
100-KMS-1000	WGTP start	0	17-Nov-17 A																		
100-KMS-1020	Stockpile Spoil Receiver Site Ready	0		02-Dec-20 A																	
100-KMS-1110	Forecast date for spoil receiver readiness	0		28-Feb-22*	2																
100-KMS-1030	OB TBM1 start	0	01-Mar-22		2																
100-KMS-1100	Start of FCC building	0	11-Mar-22		484																
100-KMS-1060	Forecast of Zone 400 East Completion (excl Dynon Road & Bridge	0		24-Feb-25	244																
100-KMS-1050	Forecast of Zone 300 Tunnels Completion	0		25-Feb-25	242																
100-KMS-1120	Forecast of Zone 400 East Completion (all inclusive)	0		14-Mar-25	225																
100-KMS-1080	Forecast of Zone 600 Buildings Completion	0		06-May-25	172																
100-KMS-1040	Forecast of Zone 200 West Completion	0		23-May-25	156																
100-KMS-1070	Forecast of Zone 500 MEIC Completion	0		20-Jul-25	97																
<b>Notifications</b>		546	23-May-24	19-Nov-25	0																
100-FCC-1000	FCC Completion notification (12 months)	365	23-May-24	22-May-25	181																
100-RSS-1000	RSS Completion notification (2 months)	61	17-Apr-25	16-Jun-25	156																
100-OMCS-1000	**GS OMCS Completion notification	122	21-Jul-25	19-Nov-25	0																
<b>Interface Milestones H/O to</b>		809	25-Aug-20 A	27-Nov-24	230																
<b>West</b>		598	28-Nov-20 A	24-Jul-24	92																
<b>From Tunnel</b>		598	28-Nov-20 A	24-Jul-24	92																
<b>IB Southern Portal</b>		528	28-Nov-20 A	29-May-24	127																
200-IFMS-1010	ISP- TU H/O >West: Roof Deck excl over TBM Pit for Z202B Traffic	0		28-Nov-20 A																	
200-IFMS-1020	ISP- TU H/O >West: Dive Walls to Complete W1 Ramp and Z202B	0		22-Dec-21	311																
200-IFMS-1040	ISP- TU H/O >West: Remove Gantry Crane Pad Nth of TBM Pit to E	0		29-May-24	45																
200-IFMS-1000	ISP- TU H/O >West: Structure complete for Traffic Gantry 22; Hyde	0		29-May-24	127																
<b>OB Southern Portal</b>		598	15-Mar-21 A	24-Jul-24	50																
200-IFMS-1110	OSP- TU H/O >West: Western PFAS Stockpile Removed & Area H&	0		15-Mar-21 A																	

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone

TASK filter: WBS Constraint.

WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
200-IFMS-1100	OSP- TU H/O >West: Major OSP Crane Lifts Complete	0		16-Jul-21 A																	
200-IFMS-1060	OSP- TU H/O >West: Dive Structure Wall Inc. Backfill - Excluding TE	0		28-Oct-21	546	◆															
200-IFMS-1050	OSP- TU H/O >West: Structure complete for Post-OSP works & Trai	0		24-Jul-24	50													◆			
<b>Tunnel</b>		<b>336</b>	<b>25-Aug-20 A</b>	<b>10-Oct-24</b>	<b>264</b>																
<b>From West</b>		<b>0</b>	<b>25-Aug-20 A</b>	<b>03-Mar-21 A</b>																	
<b>IB Southern Portal</b>		<b>0</b>	<b>25-Aug-20 A</b>	<b>22-Dec-20 A</b>																	
300-IFMS-1010	ISP- West H/O >TU: ISP Dive area	0		25-Aug-20 A																	
300-IFMS-1000	ISP- West H/O >TU: W'town Rd Sewer - Service Diversions Comple	0		22-Dec-20 A																	
<b>OB Southern Portal</b>		<b>0</b>	<b>03-Mar-21 A</b>	<b>03-Mar-21 A</b>																	
300-IFMS-1020	OSP- West H/O >TU: OSP Soil Nail Wall Excavation Complete	0		03-Mar-21 A																	
<b>From MEIC</b>		<b>373</b>	<b>28-Jun-23</b>	<b>10-Oct-24</b>	<b>286</b>																
<b>OB Tunnel</b>		<b>361</b>	<b>12-Jul-23</b>	<b>10-Oct-24</b>	<b>286</b>																
<b>Service Tunnel Temporary Barriers Relocation</b>		<b>100</b>	<b>11-Dec-23</b>	<b>30-Apr-24</b>	<b>2</b>																
300-IFMS-1030	MEIC>TU: Zone O1 (Nth Portal-XP18) Intrazone Cabling Complete:	0		11-Dec-23	2								◆								
300-IFMS-1040	MEIC>TU: Zone O2 (XP18-XP14) Intrazone Cabling Complete; rea	0		10-Feb-24	2									◆							
300-IFMS-1050	MEIC>TU: Zone O3b (XP11-XP8) Intrazone Cabling Complete; rea	0		07-Mar-24	2										◆						
300-IFMS-1060	MEIC>TU: Zone O4 (XP8-XP4) Intrazone Cabling Complete; ready	0		30-Apr-24	2											◆					
<b>Architectural Panels Installation</b>		<b>361</b>	<b>12-Jul-23</b>	<b>10-Oct-24</b>	<b>286</b>																
300-IFMS-1110	MEIC>TU: Tunnel Access to OB Arch Panels (XP-side) - Nth Portal I	0		12-Jul-23	410								◆								
300-IFMS-1120	MEIC>TU: Tunnel Access to OB Arch Panels (XP-side) - XP18 - XP	0		25-Sep-23	376									◆							
300-IFMS-1130	MEIC>TU: Tunnel Access to OB Arch Panels (XP-side) - XP14 - XP	0		18-Nov-23	364										◆						
300-IFMS-1140	MEIC>TU: Tunnel Access to OB Arch Panels (XP-side) - XP10 - XP	0		08-Feb-24	337											◆					
300-IFMS-1150	MEIC>TU: Tunnel Access to OB Arch Panels (XP-side) - XP6 - XP2	0		16-Apr-24	314												◆				
300-IFMS-1160	MEIC>TU: Tunnel Access to OB Arch Panels (XP-side) - XP2 - EOU	0		13-May-24	323													◆			
300-IFMS-1170	MEIC>TU: Tunnel Access to OB Arch Panels (XP-side) - EOU8 - EC	0		29-Jun-24	307														◆		
300-IFMS-1180	MEIC>TU: Tunnel Access to OB Arch Panels (XP-side) - EOU4 - Stf	0		20-Aug-24	286															◆	
300-IFMS-1190	MEIC>TU: Tunnel Access to OB Arch Panels (Slow-side) - Nth Port	0		23-Sep-24	284																◆
300-IFMS-1200	MEIC>TU: Tunnel Access to OB Arch Panels (Slow-side) - XP8 - EC	0		05-Oct-24	281																◆
300-IFMS-1210	MEIC>TU: Tunnel Access to OB Arch Panels (Slow-side) - EOU6 - S	0		10-Oct-24	286																◆
<b>Maintenance Egress Firewall</b>		<b>0</b>	<b>02-Sep-24</b>	<b>02-Sep-24</b>	<b>139</b>																
300-IFMS-3000	MEIC>TU: Tunnel Access for Maint L Egress Route Firewall Constr	0		02-Sep-24	139																◆
<b>IB Tunnel</b>		<b>299</b>	<b>28-Jun-23</b>	<b>13-Jul-24</b>	<b>359</b>																
<b>Service Tunnel Temporary Barriers Relocation</b>		<b>117</b>	<b>18-Aug-23</b>	<b>20-Jan-24</b>	<b>66</b>																
300-IFMS-1070	MEIC>TU: Zone I1 (Nth Portal-XP18) Intrazone Cabling Complete;	0		18-Aug-23	66									◆							
300-IFMS-1080	MEIC>TU: Zone I2 (XP18-XP13) Intrazone Cabling Complete; read	0		26-Oct-23	66										◆						
300-IFMS-1090	MEIC>TU: Zone I3b (XP11-XP8) Intrazone Cabling Complete; read	0		04-Dec-23	66											◆					
300-IFMS-1100	MEIC>TU: Zone I4a (XP8-XP6) Intrazone Cabling Complete; ready	0		20-Jan-24	66												◆				
<b>Architectural Panels Installation</b>		<b>299</b>	<b>28-Jun-23</b>	<b>13-Jul-24</b>	<b>359</b>																
300-IFMS-1220	MEIC>TU: Tunnel Access to IB Arch Panels (XP-side) - Nth Portal H	0		28-Jun-23	495									◆							
300-IFMS-1230	MEIC>TU: Tunnel Access to IB Arch Panels (XP-side) - XP18 - XP1	0		11-Sep-23	461										◆						
300-IFMS-1240	MEIC>TU: Tunnel Access to IB Arch Panels (XP-side) - XP14 - XP1	0		21-Nov-23	435											◆					
300-IFMS-1250	MEIC>TU: Tunnel Access to IB Arch Panels (XP-side) - XP10 - XP6	0		15-Feb-24	404												◆				
300-IFMS-1260	MEIC>TU: Tunnel Access to IB Arch Panels (XP-side) - XP6 - XP2	0		29-Apr-24	379													◆			
300-IFMS-1270	MEIC>TU: Tunnel Access to IB Arch Panels (XP-side) - XP2 - Sth P	0		21-May-24	387														◆		
300-IFMS-1280	MEIC>TU: Tunnel Access to IB Arch Panels (Slow-side) - Nth Portal	0		08-Jul-24	355															◆	
300-IFMS-1290	MEIC>TU: Tunnel Access to IB Arch Panels (Slow-side) - XP8 - Sth	0		13-Jul-24	359																◆
<b>East</b>		<b>0</b>	<b>11-Apr-24</b>	<b>11-Apr-24</b>	<b>177</b>																
<b>From Buildings</b>		<b>0</b>	<b>11-Apr-24</b>	<b>11-Apr-24</b>	<b>177</b>																

Actual Work Remaining Work Critical Remaining Work Milestone

TASK filter: WBS Constraint.



WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025								
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
401-BR54-1050	NPVB-East - Northern Portal Vent Building H/O	0		11-Apr-24	177																					
<b>MEIC</b>		781	30-Nov-21	27-Nov-24	122																					
<b>From West</b>		682	28-Mar-22	27-Nov-24	109																					
500-IFMS-2260	202B Northern Verge ITS Conduits & Barriers Complete - H/O to MI	0		28-Mar-22	581																					
500-IFMS-2080	West G1 Ramp ITS Conduits Complete - H/O to MEIC	0		26-Apr-22	680																					
500-IFMS-2220	202A Northern Verge ITS Conduits & Barriers Complete - H/O to MI	0		26-Apr-22	565																					
500-IFMS-2100	West M1 Ramp ITS Conduits Complete - H/O to MEIC	0		01-Jun-22	665																					
500-IFMS-1050	West Tolling Gantry TP3 Foundations Complete H/O to MEIC	0		04-Jul-22	679																					
500-IFMS-1430	West Tolling Gantry TP2 Foundations Complete H/O to MEIC	0		15-Aug-22	641																					
500-IFMS-1340	West Tolling Gantry TP3 & Civil works H/O to MEIC RSS SAT testing	0		20-Aug-22	688																					
500-IFMS-2110	West M2 Ramp ITS Conduits Complete - H/O to MEIC	0		15-Sep-22	601																					
500-IFMS-2190	West G2 Ramp ITS Conduits Complete - H/O to MEIC	0		04-Oct-22	562																					
500-IFMS-2120	West M3 Ramp ITS Conduits Complete - H/O to MEIC	0		10-Oct-22	442																					
500-IFMS-2150	West W2 Ramp ITS Conduits Complete - H/O to MEIC	0		13-Oct-22	607																					
500-IFMS-2230	202A Southern Verge ITS Conduits & Barriers Complete - H/O to M	0		28-Oct-22	587																					
500-IFMS-2130	West M4 Ramp ITS Conduits Complete - H/O to MEIC	0		11-Nov-22	419																					
500-IFMS-2210	West H2 Ramp Bridge Parapets & Conduits Complete - H/O to ME	0		17-Nov-22	572																					
500-IFMS-2250	202B Southern Verge ITS Conduits & Barriers Complete - H/O to M	0		10-Dec-22	557																					
500-IFMS-2160	West W3 Ramp ITS Conduits Complete - H/O to MEIC	0		07-Feb-23	522																					
500-IFMS-2240	202A WGF Main Carraigeway ITS Conduits & Barriers Complete - H	0		07-Mar-24	262																					
500-IFMS-2140	West W1 Ramp ITS Conduits Complete - H/O to MEIC	0		20-Jul-24	154																					
500-IFMS-2180	West H1 Ramp Bridge Parapets & Conduits Complete - H/O to ME	0		23-Jul-24	184																					
500-IFMS-2200	West H1 Ramp Road Surface Complete - H/O to MEIC	0		30-Jul-24	147																					
500-IFMS-2270	202B WGF Main Carraigeway ITS Conduits & Barriers Complete - H	0		14-Nov-24	82																					
500-IFMS-2170	West W4 Ramp ITS Conduits Complete - H/O to MEIC	0		25-Nov-24	57																					
500-IFMS-2060	West Pavement Complete At WIMS & Tolling Locations - H/O to MI	0		27-Nov-24	106																					
500-IFMS-2000	West Tolling Gantry TP2 & Civil works H/O to MEIC RSS SAT testing	0		27-Nov-24	109																					
<b>From Tunnel</b>		768	30-Nov-21	09-Nov-24	135																					
<b>IB Southern Portal</b>		35	21-Mar-24	11-May-24	80																					
500-IFMS-1090	ISP Early H/O > MEIC Carriageway excl TBM shaft	0		21-Mar-24	115																					
500-IFMS-1860	ISP H/O > MEIC TBM Shaft (Ch. 11760-11790) incl service tunnel &	0		11-May-24	77																					
<b>OB Southern Portal</b>		664	30-Nov-21	24-Jul-24	68																					
500-IFMS-1030	OSP Early H/O to MEI Cut & Cover (Ch. 50700-50850)	0		30-Nov-21	664																					
500-IFMS-1930	Tunnel Deluge Tank area H/O to MEIC	0		06-Jun-24	102																					
500-IFMS-1960	OSP Smoke Fan Rm & Cable Riser H/O to MEIC	0		24-Jul-24	33																					
<b>Tunnel sections</b>		646	06-Aug-22	09-Nov-24	139																					
<b>Service Tunnel OB</b>		518	06-Aug-22	05-Jun-24	40																					
<b>Key Access</b>		349	06-Aug-22	24-Oct-23	2																					
500-IFMS-1000	TU>MEIC: OB Tunnel Drainage Gantry Commissioned and Start St	0		06-Aug-22	104																					
500-IFMS-1420	TU>MEIC: OB TBM Excavation Complete for Start of MEI Intrazone	0		24-Oct-23	2																					
<b>Barricaded Access for Intrazone Cabling (behind temporary barrier; temp road deck o</b>		136	31-Oct-23	04-May-24	2																					
500-IFMS-1070	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		31-Oct-23	2																					
500-IFMS-1080	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		18-Dec-23	2																					
500-IFMS-1190	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		15-Feb-24	2																					
500-IFMS-1270	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		14-Mar-24	2																					
500-IFMS-1380	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		04-May-24	2																					
<b>Clear Access (barriers removed)</b>		63	18-Mar-24	05-Jun-24	40																					
500-IFMS-2900	TU>MEIC: Clear Access Zones O1-O5 incl O3a; Nth Portal - EOU9 i	1	18-Mar-24	18-Mar-24	37																					

Actual Work Remaining Work Critical Remaining Work Milestone

TASK filter: WBS Constraint.

WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
500-IFMS-3030	TU>MEIC: Clear Access Zone O6; EOU4 - EOU9 (with barriers at E)	1	30-Apr-24	30-Apr-24	58																	
500-IFMS-3070	TU>MEIC: Clear Access Zone O7; OSP - EOU4 (with barriers at EO	1	05-Jun-24	05-Jun-24	40																	
<b>Service Tunnel IB</b>		379	14-Oct-22	21-Feb-24	69																	
<b>Key Access</b>		164	14-Oct-22	24-May-23	80																	
500-IFMS-1040	TU>MEIC: IB Tunnel Drainage Gantry Commissioned and Start Sh	0		14-Oct-22	137					◆												
500-IFMS-1200	TU>MEIC: IB TBM Excavation Complete and Start of Intrazone Cal	0		24-May-23	80						◆											
<b>Barricaded Access for Intrazone Cabling (behind temporary barrier; temp road deck o</b>		173	17-Jun-23	24-Jan-24	66																	
500-IFMS-1120	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		17-Jun-23	66						◆											
500-IFMS-1160	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		23-Aug-23	66							◆										
500-IFMS-1360	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		30-Oct-23	66								◆									
500-IFMS-1400	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		07-Dec-23	66									◆								
500-IFMS-1510	TU>MEIC: Barricaded Access to Service Tunnel for Intrazone Cabli	0		24-Jan-24	66										◆							
<b>Clear Access (barriers removed)</b>		1	21-Feb-24	21-Feb-24	69																	
500-IFMS-2910	TU>MEIC: Clear Access Zones I1-I5 incl I3a; Nth Portal - ISP (with t	1	21-Feb-24	21-Feb-24	69																	
<b>Carriage Way OB</b>		551	07-Nov-22	12-Oct-24	160																	
<b>Above Road Deck (&amp; Fast Lane Barriers) for 1st Fix Works</b>		123	07-Nov-22	24-Apr-23	121																	
500-IFMS-2510	TU>MEIC: OB C'way - Start of 1st Fix	0		07-Nov-22	205						◆											
500-IFMS-2540	TU>MEIC: OB C'way - Start Corbel block-out riser works	0		16-Feb-23	151							◆										
500-IFMS-2580	TU>MEIC: OB C'way - Start Mechanical Installation	0		24-Apr-23	121								◆									
<b>Above Road Deck Access for Mechanical Installation</b>		365	26-Apr-23	29-Jul-24	44																	
500-IFMS-2600	TU>MEIC: OB C'way -Nth Portal - XP20 - 222m	1	26-Apr-23	26-Apr-23	121																	
500-IFMS-2630	TU>MEIC: OB C'way - XP20 - XP18 - 241m	1	02-Jun-23	02-Jun-23	109																	
500-IFMS-2680	TU>MEIC: OB C'way - XP18 - XP16 - 241m	1	12-Jul-23	12-Jul-23	112																	
500-IFMS-2720	TU>MEIC: OB C'way - XP16 - XP14 - 240m	1	18-Aug-23	18-Aug-23	101																	
500-IFMS-2760	TU>MEIC: OB C'way - XP14 - XP11 - 359m [LPS]; w/ temp bridge	1	07-Oct-23	07-Oct-23	85																	
500-IFMS-2790	TU>MEIC: OB C'way - XP11 - XP8 - 359m	1	17-Nov-23	17-Nov-23	78																	
500-IFMS-2840	TU>MEIC: OB C'way - XP8 - XP6 - 239m	1	05-Jan-24	05-Jan-24	77																	
500-IFMS-2880	TU>MEIC: OB C'way - XP6 - XP4 - 239m	1	15-Feb-24	15-Feb-24	67																	
500-IFMS-2960	TU>MEIC: OB C'way - XP4 - XP2 - 239m	1	15-Mar-24	15-Mar-24	64																	
500-IFMS-3010	TU>MEIC: OB C'way - XP2 - EOU9 - 239m	1	11-Apr-24	11-Apr-24	64																	
500-IFMS-3020	TU>MEIC: OB C'way - EOU9 - EOU7 - 232m	1	30-Apr-24	30-Apr-24	71																	
500-IFMS-3060	TU>MEIC: OB C'way - EOU7 - EOU5 - 240m	1	05-Jun-24	05-Jun-24	58																	
500-IFMS-3130	TU>MEIC: OB C'way - EOU5 - EOU3 - 240m	1	05-Jul-24	05-Jul-24	49																	
500-IFMS-3180	TU>MEIC: OB C'way - EOU3 - Sth Portal - 217m	1	29-Jul-24	29-Jul-24	44																	
<b>Smoke Duct (tunnel ventilation removed; sealant/spoon drains/jet fan hangers installe</b>		0	01-Jun-24	01-Jun-24	49																	
500-IFMS-3110	TU>MEIC: OB Smoke Duct available for Jet Fan installation	0		01-Jun-24	49															◆		
<b>Barriers (Slow-side)</b>		13	11-Sep-24	26-Sep-24	41																	
500-IFMS-3200	TU>MEIC: OB Barriers (Slow-side) - Nth Portal - XP8; 1607m	0		11-Sep-24	35																	
500-IFMS-3210	TU>MEIC: OB Barriers (Slow-side) - XP8 - EOU6 - 1382m	0		21-Sep-24	36																	
500-IFMS-3220	TU>MEIC: OB Barriers (Slow-side) - EOU6 - Sth Portal - 599m	0		26-Sep-24	41																	
<b>Pavements &amp; Linemarking</b>		0	12-Oct-24	12-Oct-24	160																	
500-IFMS-3240	TU>MEIC: OB Pavements & Linemarking Complete	0		12-Oct-24	160																	
<b>Carriage Way IB</b>		498	19-Jan-23	12-Oct-24	160																	
<b>Above Road Deck (&amp; Fast Lane Barriers) for 1st Fix Works</b>		70	19-Jan-23	24-Apr-23	197																	
500-IFMS-2520	TU>MEIC: IB C'way - Start of 1st Fix	0		19-Jan-23	222							◆										
500-IFMS-2530	TU>MEIC: IB C'way - Start Corbel block-out riser works	0		16-Feb-23	227								◆									
500-IFMS-2570	TU>MEIC: IB C'way - Start Mechanical Installation	0		24-Apr-23	197									◆								
<b>Above Road Deck Access for Mechanical Installation</b>		277	26-Apr-23	11-Apr-24	107																	

Actual Work Remaining Work Critical Remaining Work Milestone

### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
500-IFMS-2590	TU>MEIC: IB Cway - Nth Portal - XP20 - 222m	1	26-Apr-23	26-Apr-23	197																
500-IFMS-2640	TU>MEIC: IB Cway - XP20 - XP18 - 232m	1	02-Jun-23	02-Jun-23	185																
500-IFMS-2670	TU>MEIC: IB Cway - XP18 - XP16 - 231m	1	12-Jul-23	12-Jul-23	173																
500-IFMS-2690	TU>MEIC: IB Cway - XP16 - XP14 - 231m	1	13-Jul-23	13-Jul-23	192																
500-IFMS-2750	TU>MEIC: IB Cway - XP14 - XP11 - 359m [LPS]; w/ temp bridges	1	07-Oct-23	07-Oct-23	140																
500-IFMS-2800	TU>MEIC: IB Cway - XP11 - XP8 - 359m	1	17-Nov-23	17-Nov-23	131																
500-IFMS-2830	TU>MEIC: IB Cway - XP8 - XP6 - 229m	1	05-Jan-24	05-Jan-24	122																
500-IFMS-2890	TU>MEIC: IB Cway - XP6 - XP4 - 229m	1	15-Feb-24	15-Feb-24	110																
500-IFMS-2950	TU>MEIC: IB Cway - XP4 - XP2 - 228m	1	15-Mar-24	15-Mar-24	107																
500-IFMS-3000	TU>MEIC: IB Cway - XP2 - Sth Portal - 62m	1	11-Apr-24	11-Apr-24	107																
<b>Smoke Duct (tunnel ventilation removed; sealant/spoon drains/jet fan hangers install)</b>		0	11-Dec-23	11-Dec-23	177																
500-IFMS-2850	TU>MEIC: IB Smoke Duct available for Jet Fan installation	0		11-Dec-23	177																
<b>Barriers (Slow-side)</b>		5	26-Jun-24	02-Jul-24	92																
500-IFMS-3160	TU>MEIC: IB Barriers (Slow-side) - Nth Portal - XP8 - 1602m	0		26-Jun-24	87																
500-IFMS-3170	TU>MEIC: IB Barriers (Slow-side) - XP8 - Sth Portal - 748m	0		02-Jul-24	92																
<b>Pavements &amp; Linemarking</b>		0	12-Oct-24	12-Oct-24	160																
500-IFMS-3230	TU>MEIC: IB Pavements & Linemarking Complete	0		12-Oct-24	160																
<b>XPs</b>		309	24-Apr-23	22-May-24	80																
500-IFMS-2560	TU>MEIC: XP20/21 for MEI Fit-out	0		24-Apr-23	118																
500-IFMS-2620	TU>MEIC: XP18/19 for MEI Fit-out	0		01-Jun-23	86																
500-IFMS-2660	TU>MEIC: XP16/17 for MEI Fit-out	0		11-Jul-23	118																
500-IFMS-2710	TU>MEIC: XP14/15 for MEI Fit-out	0		17-Aug-23	86																
500-IFMS-2730	TU>MEIC: XP11/13 for MEI Fit-out	0		06-Oct-23	109																
500-IFMS-2780	TU>MEIC: XP09/10 for MEI Fit-out	0		16-Nov-23	77																
500-IFMS-2820	TU>MEIC: XP07/08 for MEI Fit-out	0		04-Jan-24	109																
500-IFMS-2870	TU>MEIC: XP05/06 for MEI Fit-out	0		14-Feb-24	77																
500-IFMS-2920	TU>MEIC: XP04 for MEI Fit-out	0		04-Mar-24	125																
500-IFMS-2980	TU>MEIC: XP01/02/03 for MEI Fit-out	0		10-Apr-24	98																
500-IFMS-3080	TU>MEIC: XP12 for MEI Fit-out	0		21-May-24	81																
500-IFMS-3120	TU>MEIC: XP22 for MEI Fit-out	0		22-May-24	67																
<b>SDX</b>		0	25-Mar-24	25-Mar-24	173																
500-IFMS-1690	TU>MEIC: SDX1 & SDX2 for MEI Fit-out	0		25-Mar-24	173																
<b>EOUs</b>		91	08-Apr-24	29-Jul-24	66																
500-IFMS-2940	TU>MEIC: EOU8/9 for MEI Fit-out	0		08-Apr-24	157																
500-IFMS-3050	TU>MEIC: EOU6/7 for MEI Fit-out	0		18-May-24	125																
500-IFMS-3090	TU>MEIC: EOU4/5 for MEI Fit-out	0		21-Jun-24	98																
500-IFMS-3150	TU>MEIC: EOU2/3 for MEI Fit-out	0		16-Jul-24	77																
500-IFMS-3190	TU>MEIC: EOU1 for MEI Fit-out	0		29-Jul-24	66																
<b>Maintenance L Egress Firewall</b>		0	09-Nov-24	09-Nov-24	139																
500-IFMS-2500	TU>MEIC: Maint L Egress Route Firewall Complete for L5-L6 Comr	0		09-Nov-24	139																
<b>Low Point Sump</b>		0	28-May-24	28-May-24	75																
500-IFMS-1850	TU>MEIC: Low-Point Sump/XP12 for MEI Fit-out	0		28-May-24	75																
<b>North Portal</b>		585	11-Mar-22	07-Jun-24	220																
<b>Cable Paths, Surface External between FCC and NP Roof L Substation</b>		566	11-Mar-22	07-Mar-24	29																
500-IFMS-3300	TU>MEIC: Ext Cable Paths NP-FCC alongside NP C&C box to Outt	0		11-Mar-22	595																
500-IFMS-1750	TU>MEIC: Ext Cable Paths NP-FCC at NP Site Northern Perimeter	0		07-Mar-24	29																
<b>Cable Paths, C&amp;C T1-T2 between Maint L Service Trench and Roof L (before removal of T</b>		170	22-Jul-23	27-Feb-24	64																
500-IFMS-3320	TU>MEIC: NP IB Cable Paths; Maint L Service Trench to Roof L (s	0		22-Jul-23	234																

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone



WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
500-IFMS-1220	TU>MEIC: NP OB Cable Paths; Maint L Service Trench to Roof L (s	0		27-Feb-24	52																
<b>C&amp;C Maint L after Final Road Deck Closure</b>		<b>23</b>	<b>18-Apr-24</b>	<b>22-May-24</b>	<b>23</b>																
500-IFMS-1810	NP H/O to MEI at IB Carriageway & Maint Level (Construction Rarr	0		18-Apr-24	21																
500-IFMS-1840	NP H/O to MEI at OB Carriageway & Maint Level (Construction Rai	0		22-May-24	23																
<b>Miscellaneous NP Interfaces</b>		<b>520</b>	<b>24-May-22</b>	<b>07-Jun-24</b>	<b>218</b>																
500-IFMS-3310	TU>MEIC: NP Sump Rooms	0		24-May-22	677																
500-IFMS-1990	NP H/O to Completed Pavement for TP04 SAT & OMCS Commissi	0		07-Jun-24	218																
<b>From East</b>		<b>72</b>	<b>24-Feb-24</b>	<b>06-Jun-24</b>	<b>236</b>																
500-IFMS-2030	Roadside Tolling Equipment (RSS) - TP5 Works Complete Ready fc	0		24-Feb-24	263																
500-IFMS-2010	East Tolling Gantry TP5 & Civil works complete for MEIC RSS SAT t	0		06-Jun-24	236																
<b>From Building</b>		<b>460</b>	<b>26-Sep-22</b>	<b>25-Jul-24</b>	<b>173</b>																
500-IFMS-1170	ATCR Building H/O to MEIC	0		26-Sep-22	394																
500-IFMS-1150	FCC Building H/O to MEIC Traffic Control Room	0		25-Jan-23	334																
500-IFMS-1910	West 2nd Incident Response Building H/O to MEIC	0		14-Apr-23	481																
500-IFMS-2020	Roadside Tolling Equipment (RSS) - TP4 Works Complete Ready fc	0		26-Apr-23	460																
500-IFMS-1630	Maintenance building H/O to MEIC	0	22-Jun-23		195																
500-IFMS-1100	West Tech Shelter TP2 H/O to MEIC	0		29-Jun-23	447																
500-IFMS-1590	West Tech Shelter TP3 H/O to MEIC	0		13-Nov-23	347																
500-IFMS-1950	East Tech Shelter TP5 H/O to MEIC	0		18-Nov-23	342																
500-IFMS-1970	Deluge Tanks H/O to MEIC	0		25-Jul-24	67																
<b>From Building - NP</b>		<b>139</b>	<b>06-Jul-23</b>	<b>25-Jan-24</b>	<b>113</b>																
500-IFMS-1370	NP ITS Room H/O to MEIC	0		06-Jul-23	223																
500-IFMS-1570	NP Substation Building H/O to MEI	0		22-Jul-23	161																
MEI-NPV-MIL-1010	NP - Vent Bldg - Ventilation Fan Area - MEI Access from the Buildin	0	05-Oct-23		112																
500-IFMS-1640	NP - Vent Bldg H/O to MEIC	0		27-Oct-23	128																
MEI-NPV-MIL-1000	NP - Vent Bldg - Smoke Exhaust Fan Area - MEI Access from the E	0	28-Nov-23		107																
MEI-NPV-MIL-1020	NP - Vent Bldg - Maintenance Tunnel Fan Area - MEI Access from t	0	25-Jan-24		113																
<b>From Building - SP</b>		<b>134</b>	<b>27-Oct-22</b>	<b>19-May-23</b>	<b>353</b>																
500-IFMS-1280	OSP Substation Building H/O to MEIC	0		27-Oct-22	408																
500-IFMS-1260	OSP Below Vent Bldg - Fan Level H/O to MEIC	0		21-Dec-22	316																
500-IFMS-1450	OSP Vent Building H/O to MEIC	0		30-Mar-23	313																
500-IFMS-1560	OSP Vent Building - Smoke Fan Room H/O to MEIC	0		19-May-23	353																
<b>Buildings</b>		<b>776</b>	<b>09-Sep-21 A</b>	<b>12-Oct-24</b>	<b>134</b>																
<b>From West</b>		<b>178</b>	<b>04-Feb-22</b>	<b>20-Oct-22</b>	<b>498</b>																
600-IFMS-1000	West Tech shelter TP2 H/O to Buildings	0	04-Feb-22		666																
600-IFMS-1080	West Tech shelter TP3 H/O to Buildings	0	09-Jul-22		571																
600-IFMS-1090	West 2nd Incident Response Building H/O to Buildings	0	20-Oct-22		459																
<b>From Tunnel</b>		<b>776</b>	<b>09-Sep-21 A</b>	<b>12-Oct-24</b>	<b>134</b>																
<b>IB Southern Portal</b>		<b>0</b>	<b>18-Jan-23</b>	<b>18-Jan-23</b>	<b>515</b>																
600-IFMS-1070	ISP- Complete Dive Area and H/O to Bldgs Eelnet Construction	0		18-Jan-23	515																
<b>OB Southern Portal</b>		<b>685</b>	<b>09-Sep-21 A</b>	<b>07-Jun-24</b>	<b>139</b>																
600-IFMS-1010	OSP- Early H/O to Bldgs Vent Bldg Construction	0		09-Sep-21 A																	
600-IFMS-1030	OSP- Early H/O to Bldgs Eelnet Construction	0		21-Oct-21	802																
600-IFMS-1140	OSP- H/O to Bldgs FCC Construction	0		10-Mar-22	317																
600-IFMS-1020	OSP- H/O to Bldgs Substation Construction	0		10-Mar-22	387																
600-IFMS-1120	OSP- H/O to Bldgs Deluge Pumps/Tanks Civil	0	07-Jun-24		64																
<b>North Portal</b>		<b>473</b>	<b>20-Dec-22</b>	<b>12-Oct-24</b>	<b>134</b>																
600-IFMS-1040	NP- TU>Bldg H/O to Maintenance Bldg Works	0		20-Dec-22	186																

Actual Work (Blue bar) Critical Remaining Work (Red bar)  
Remaining Work (Green bar) Milestone (Black diamond)

WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
600-IFMS-1050	NP- TU>Bldg H/O Roof Deck to Substation Works (incl Toll Shelter #	0	03-Feb-23	126							◆										
600-IFMS-1060	NP- TU>Bldg H/O Roof Deck to Vent Bldg Works	0	27-Apr-23	100							◆										
600-IFMS-1110	NP- TU>Bldg H/O Roof deck to WTP/Eelnet Works	0	18-Apr-24	123										◆							
600-IFMS-1130	NP- TU>Bldg H/O NP Ext Area for FCC Parking Completion	0	12-Oct-24	122														◆			
<b>From East</b>		0	30-Jun-23	342																	
600-IFMS-1100	East Tech shelter TP5 H/O to Buildings	0	30-Jun-23	342								◆									
<b>Schedule 4 - Annexure 1 (Prolongation Costs Activity Items)</b>		1491	11-Dec-17 A	19-Nov-25	0																
<b>Support Office</b>		1491	21-Dec-17 A	19-Nov-25	0																
100-ANX1_ITEM01	(LoE) Schedule 4 - Annexure 1 - Item#1_Support Office: Financial t	1369	21-Dec-17 A	20-Jul-25	0																
100-ANX1_ITEM02	(LoE) Schedule 4 - Annexure 1 - Item#2_Support Office: OMCS Co	122	21-Jul-25	19-Nov-25	0																
<b>Design Office</b>		0	11-Dec-17 A	30-Jun-19 A																	
100-ANX1_ITEM03	Schedule 4 - Annexure 1 - Item#3_Design Office: Financial Close tc	0	11-Dec-17 A	30-Jun-19 A																	
<b>Construction support services</b>		1310	30-Jun-19 A	22-May-25	156																
100-ANX1_ITEM04	(LoE) Schedule 4 - Annexure 1 - Item#4_Construction Support Sen	1310	30-Jun-19 A	22-May-25	156																
<b>Tunnel</b>		1369	22-Jan-18 A	20-Jul-25	122																
100-ANX1_ITEM05	Schedule 4 - Annexure 1 - Item#5_Tunnel: Start establish portals &	0	22-Jan-18 A	03-Feb-19 A																	
100-ANX1_ITEM06	(LoE) Schedule 4 - Annexure 1 - Item#6_Tunnel: Commencement	131	03-Feb-19 A	28-Feb-22	2																
100-ANX1_ITEM07	(LoE) Schedule 4 - Annexure 1 - Item#7_Tunnel: Commencement	603	01-Mar-22	24-Oct-23	2																
100-ANX1_ITEM08	(LoE) Schedule 4 - Annexure 1 - Item#8_Tunnel: Completion of Tu	572	25-Oct-23	18-May-25	0																
100-ANX1_ITEM09	(LoE) Schedule 4 - Annexure 1 - Item#9_Tunnel: Completion of Tu	63	19-May-25	20-Jul-25	0																
<b>East side works</b>		1241	19-Jan-18 A	14-Mar-25	225																
100-ANX1_ITEM10	(LoE) Schedule 4 - Annexure 1 - Item#10_East: Start Works on Col	1241	19-Jan-18 A	14-Mar-25	225																
<b>Westgate</b>		1310	28-Mar-18 A	22-May-25	156																
100-ANX1_ITEM11	(LoE) Schedule 4 - Annexure 1 - Item#11_Westgate:Start of the W	1310	28-Mar-18 A	22-May-25	156																
100-ANX1_ITEM13	(LoE) Schedule 4 - Annexure 1 - Item#13_Westgate:Start of the W	752	11-May-18 /	11-Nov-23	714																
<b>Project wide</b>		1153	11-Mar-22	06-May-25	172																
100-ANX1_ITEM12	(LoE) Schedule 4 - Annexure 1 - Item#12_Project Wide: Commenc	1153	11-Mar-22	06-May-25	172																
<b>WGTP 200 - West</b>		936	10-Apr-18 A	22-May-25	129																
<b>Key Procurement Packages</b>		348	15-Oct-20 A	20-Feb-23	641																
<b>Landscaping</b>		137	15-Feb-21 A	29-Apr-22	475																
200-PRO-1000	Landscaping Subcontract - Tender & Award	23	15-Feb-21 A	23-Nov-21	449																
200-PRO-1010	Landscaping Subcontract - Plant Propagation	157	24-Nov-21	29-Apr-22	665																
<b>Gantry Fabrication</b>		326	15-Oct-20 A	20-Feb-23	339																
200-PRO-1020	Gantry Fabrication Subcontract - Tender & Award	26	15-Oct-20 A	26-Nov-21	311																
200-PRO-1030	Gantry Fabrication Subcontract - 202/203 Steel Procurement & Gai	220	29-Nov-21	19-Oct-22	311																
200-PRO-1060	Gantry Fabrication Subcontract - 201 Steel Procurement & Gantry I	180	31-May-22	20-Feb-23	339																
<b>Bridge 25 SUP Truss Procurement</b>		223	20-Sep-21 A	15-Sep-22	709																
200-PRO-1040	Bridge 25 Truss Subcontract - Tender & Award	43	20-Sep-21 A	21-Dec-21	709																
200-PRO-1050	Bridge 25 Truss Subcontract - Steel Procurement & Truss Fabricatic	180	22-Dec-21	15-Sep-22	709																
<b>Subzone 201</b>		537	09-May-18 ,	11-Nov-23	510																
<b>201 Utility Relocations</b>		99	09-May-18 ,	08-Mar-22	303																
<b>201 - W.043 Doherty's Road CWW 600mm Water Relocation</b>		0	01-Sep-20 A	28-May-21 A																	
201-UT-1050	201 - W.043 Doherty's Road CWW 600mm Water Relocation - Civil	0	01-Sep-20 A	28-May-21 A																	
201-UT-1000	201 - Access Provided to OSARS Site	0	01-Sep-20 A																		
201-UT-1060	201 - W.043 Doherty's Road CWW 600mm Water Relocation - Cutr	0	01-Apr-21 A	23-Apr-21 A																	
<b>201 - G.039 Ausnet &amp; G.40 APA Gas Protection Works</b>		0	18-May-21 ,	31-Aug-21 A																	
201-UT-1070	201 - G.039 Ausnet & G.40 APA Gas Protection Works	0	18-May-21 ,	31-Aug-21 A																	
<b>201 - W.044 Melbourne Water Extension Works</b>		31	02-Sep-21 A	09-Dec-21	250																

Actual Work (Blue) Remaining Work (Green) Critical Remaining Work (Red) Milestone (Black Diamond)

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
201-UT-1110	201 - W.044 Melbourne Water Extension Works	31	02-Sep-21 A	09-Dec-21	250	█															
<b>201 - E.272 Powercor 22kV &amp; 66kV Relocation</b>		8	05-Oct-20 A	04-Nov-21	255																
201-UT-1020	201 - E.272 Powercor 22kV & 66kV Relocation - Pre Water/Comm'	0	05-Oct-20 A	29-Jun-21 A																	
201-UT-1130	201 - E.272 Powercor 22kV & 66kV Relocation - Post Water/Comm'	8	30-Jun-21 A	04-Nov-21	255	█															
<b>201 - T.119 &amp; O.008 Telstra &amp; Optus Relocation</b>		45	09-May-18,	22-Dec-21	332																
201-UT-1010	201 - T.119 & O.008 - Telstra & Optus Relocations - Design	0	09-May-18,	26-Mar-21 A																	
201-UT-1030	201 - T.119 & O.008 - Telstra & Optus Relocations - Procurement (T	0	29-Mar-21 A	05-Oct-21 A																	
201-UT-1040	201 - T.119 & O.008 - Telstra & Optus Relocations - Temp. Relocati	0	25-Jun-21 A	25-Jun-21 A																	
201-UT-1160	201 - T.119 & O.008 - Telstra & Optus Relocations - South Relocati	41	06-Oct-21 A	22-Dec-21	222	█															
201-UT-1100	201 - T.119 & O.008 - Telstra & Optus Relocations - North Relocatio	30	05-Nov-21	17-Dec-21	275	█															
<b>201 - Princess Freewy Telstra Relocation</b>		45	23-Jun-20 A	22-Dec-21	322																
201-UT-1080	201 - Princess FWY - Telstra Relocation - Design	0	23-Jun-20 A	22-Jul-21 A																	
201-UT-1090	201 - Princess FWY - Telstra Relocation - Procurement	3	12-Apr-21 A	25-Oct-21	301	█															
201-UT-1120	201 - Princess FWY - Telstra Relocation - Relocation Works	37	26-Oct-21	22-Dec-21	262	█															
<b>201 - Citywest Water Relocations</b>		41	24-Aug-21 A	28-Feb-22	250																
201-UT-1140	201 - Citywest Water - Princess FWY Crossing - 300mm Diversion V	0	24-Aug-21 A	12-Oct-21 A																	
201-UT-1150	201 - Citywest Water - Princess FWY Crossing - 600mm Protection	41	10-Dec-21	28-Feb-22	250		█														
<b>201 - Air Liquide Protection Works</b>		99	21-May-21,	08-Mar-22	303																
201-UT-1170	201 - Air Liquide - O2 & N2 Gas Protection - SMS Documentation &	55	21-May-21,	14-Jan-22	286	█															
201-UT-1180	201 - Air Liquide - O2 & N2 Gas Protection - Subcontractor Mobilisa	21	17-Jan-22	15-Feb-22	286			█													
201-UT-1190	201 - Air Liquide - O2 & N2 Gas Protection - Onsite Protection Work	15	17-Feb-22	08-Mar-22	255			█													
<b>201 Structures Works</b>		347	18-Sep-20 A	18-Feb-23	700																
<b>201 - Bridge 14</b>		356	13-Jan-21 A	18-Feb-23	980																
201-B14-1000	201 - Bridge 14 - Bridge Jacking & Bearing Replacement	0	13-Jan-21 A	19-Aug-21 A																	
201-B14-1010	201 - Bridge 14 - Install Cladding	46	28-Feb-22	14-Apr-22	1290			█													
201-B14-1020	201 - Bridge 14 - Barrier Railing Refurbishment & Expansion Joint F	38	12-Jan-23*	18-Feb-23	980						█										
<b>201 - Bridge 13</b>		180	28-Apr-22	18-Feb-23	598																
201-B10-1040	201 - Bridge 13 - FRP Ground Beam	15	28-Apr-22	20-May-22	264				█												
201-B10-1070	201 - Bridge 13 - Pier Cladding	20	30-May-22	29-Jun-22	264					█											
201-B10-1050	201 - Bridge 13 - Reset Bearings	10	12-Jan-23*	25-Jan-23	598						█										
201-B10-1060	201 - Bridge 13 - Completions Inc. Expansion Joints & Painting	15	31-Jan-23	18-Feb-23	598							█									
<b>201 - Bridge 10</b>		162	18-Sep-20 A	23-Jul-22	255																
201-B10-1000	201 - Bridge 10 - Bridge Widening Works - Pre Campaign Works	0	18-Sep-20 A	18-Dec-20 A																	
201-B10-1010	201 - Bridge 10 - Bridge Deck Replacement & Widening Works	24	13-Jan-21 A	27-Nov-21	255	█															
201-B10-1020	201 - Bridge 10 - Pier Protection Barriers & Rock Beaching	65	18-Sep-21 A	17-Feb-22	255	█															
201-B10-1030	201 - Bridge 10 - Completions Work Inc. CFRP; Expansion Joints; E	97	18-Feb-22	23-Jul-22	255			█													
<b>201 Inbound Civil Works</b>		491	11-Jan-21 A	07-Sep-23	370																
<b>201 - Inbound Ramp 2/3 Civil Works - Summer 2021 Campaign</b>		0	11-Jan-21 A	20-Feb-21 A																	
201-R2-1000	201 - IB Ramp 2/3 - Commence Road Closure	0	11-Jan-21 A																		
201-R2-1010	201 - IB Ramp 2/3 - Site Establishment & Earthworks	0	11-Jan-21 A	18-Jan-21 A																	
201-R2-1020	201 - IB Ramp 2/3 - Drainage Install	0	13-Jan-21 A	02-Feb-21 A																	
201-R2-1030	201 - IB Ramp 2/3 - Pavement Construction	0	19-Jan-21 A	13-Feb-21 A																	
201-R2-1040	201 - IB Ramp 2/3 - Barriers; Gantry Foundations & Guard Rail	0	10-Feb-21 A	16-Feb-21 A																	
201-R2-1050	201 - IB Ramp 2/3 - Asphalt	0	17-Feb-21 A	20-Feb-21 A																	
<b>201 - Inbound Ramp 2 Civil Works - Spring 2021 Campaign</b>		11	17-Sep-21 A	04-Nov-21	484																
201-R2-1110	201 - IB Ramp 2 - Commence Road Closure	0	17-Sep-21 A																		
201-R2-1060	201 - IB Ramp 2 - Site Establishment & Earthworks - Government I	0	18-Sep-21 A	06-Oct-21 A																	
201-R2-1100	201 - IB Ramp 2 - Pavement Construction	0	07-Oct-21 A	20-Oct-21 A																	

█ Actual Work    █ Critical Remaining Work  
 █ Remaining Work    ◆ Milestone



### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
201-R2-1080	201 - IB Ramp 2 - Light Pole Foundations & Road Furniture	5	08-Oct-21 A	26-Oct-21	409																		
201-R2-1070	201 - IB Ramp 2 - Drainage Install	0	14-Oct-21 A	18-Oct-21 A																			
201-R2-1090	201 - IB Ramp 2 - Asphalt	4	27-Oct-21	04-Nov-21	480																		
<b>201 - Inbound Ramp 3 Retaining Walls &amp; Civil Works</b>		<b>153</b>	<b>01-Jul-21 A</b>	<b>09-Jul-22</b>	<b>264</b>																		
201-R3-1250	201 - IB Ramp 3 - EPA Spoil Classification Changes - Works Delaye	33	01-Jul-21 A	11-Dec-21	264																		
201-R3-1000	201 - IB Ramp 3 - Retaining Wall Construction - Piles & Capping Be	31	06-Sep-21 A	09-Dec-21	282																		
201-R3-1260	201 - IB Ramp 3 - Drainage Install - Pending SWI	15	13-Dec-21	18-Jan-22	278																		
201-R3-1010	201 - IB Ramp 3 - Excavation & Shotcrete	17	20-Dec-21	02-Feb-22	275																		
201-R3-1110	201 - IB Ramp 3 - Retention Basins & Associated Works	55	20-Jan-22	12-Apr-22	278																		
201-R3-1040	201 - IB Ramp 3 - FRP Barrier & Gantry Foundations	26	03-Feb-22	10-Mar-22	304																		
201-R3-1020	201 - IB Ramp 3 - Drainage Install - After Retaining Wall	30	19-Feb-22	04-Apr-22	264																		
201-R3-1030	201 - IB Ramp 3 - Pavement Construction - Subgrade; Capping & "	10	05-Apr-22	27-Apr-22	264																		
201-R3-1080	201 - IB Ramp 3 - ITS Conduits & Lightpole Foundations	4	28-Apr-22	03-May-22	275																		
201-R3-1050	201 - IB Ramp 3 - Pavement Construction - SS Drainage & CT	5	21-May-22	27-May-22	264																		
201-R3-1060	201 - IB Ramp 3 - Barriers; Kerb; Fascia Panels & Gurad Rail	17	30-May-22	24-Jun-22	267																		
201-R3-1070	201 - IB Ramp 3 - Asphalt - SI & SF Layers	7	30-Jun-22	09-Jul-22	264																		
<b>201 - Inbound Ramp 5 Retaining Walls &amp; Civil Works</b>		<b>187</b>	<b>06-Sep-21 A</b>	<b>09-Jul-22</b>	<b>308</b>																		
201-R5-1000	201 - IB Ramp 5 - Retaining Wall Re-Design Complete & Subcontr	0	06-Sep-21 A																				
201-R5-1010	201 - IB Ramp 5 - Retaining Wall Construction - Piles & Capping Be	31	06-Sep-21 A	09-Dec-21	266																		
201-R5-1020	201 - IB Ramp 5 - Excavation & Shotcrete	33	13-Dec-21	18-Feb-22	264																		
201-R5-1040	201 - IB Ramp 5 - Pavement Construction - Subgrade; Capping & "	12	19-Feb-22	07-Mar-22	292																		
201-R5-1090	201 - IB Ramp 5 - ITS Conduits & Lightpole Foundations	4	08-Mar-22	11-Mar-22	303																		
201-R5-1030	201 - IB Ramp 5 - Drainage Install	11	05-Apr-22	28-Apr-22	278																		
201-R5-1100	201 - IB Ramp 5 - Pavement Construction - SS Drainage & CT	5	21-May-22	27-May-22	264																		
201-R5-1050	201 - IB Ramp 5 - Barriers; Kerb & Fascia Panels	17	30-May-22	24-Jun-22	267																		
201-R5-1060	201 - IB Ramp 5 - Asphalt - SI & SF Layers	7	30-Jun-22	09-Jul-22	264																		
<b>201 - Inbound Ramp 6 Civil Works</b>		<b>240</b>	<b>26-Jul-22</b>	<b>19-Aug-23</b>	<b>318</b>																		
201-R6-1050	201 - IB Ramp 6 - Traffic Switch & Site Establishment	7	26-Jul-22	04-Aug-22	345																		
201-R6-1000	201 - IB Ramp 6 - Earthworks - Profiling & Excavation	8	05-Aug-22	16-Aug-22	345																		
201-R6-1010	201 - IB Ramp 6 - Drainage Install	32	18-Aug-22	06-Oct-22	345																		
201-R6-1020	201 - IB Ramp 6 - Pavement Construction - Subgrade; Capping & "	14	07-Oct-22	25-Oct-22	345																		
201-R6-1130	201 - IB Ramp 6 - ITS Conduits & Lightpole Foundations	10	27-Oct-22	12-Nov-22	419																		
201-R6-1030	201 - IB Ramp 6 - Barriers and Gantry Foundations	23	27-Oct-22	01-Dec-22	345																		
201-R6-1110	201 - IB Ramp 6 - Pavement Construction - SS Drainage & CT	5	02-Dec-22	10-Dec-22	406																		
201-R6-1120	201 - IB Ramp 6 - Install Barriers & Road Furniture	6	12-Dec-22	19-Dec-22	406																		
201-R6-1040	201 - IB Ramp 6 - Asphalt - SI & SF Layers	5	15-Aug-23	19-Aug-23	318																		
<b>201 - Inbound Ramp 4 Civil Works</b>		<b>252</b>	<b>26-Jul-22</b>	<b>07-Sep-23</b>	<b>210</b>																		
201-R4-1000	201 - IB Ramp 4 - Traffic Switch	7	26-Jul-22	04-Aug-22	255																		
201-R4-1060	201 - IB Ramp 4 - Temp. Pavement	20	05-Aug-22	02-Sep-22	255																		
201-R4-1150	201 - IB Ramp 4 - Pile & FRP Pier Protection Barriers and Gantry F	54	03-Sep-22	28-Nov-22	282																		
201-R4-1080	201 - IB Ramp 4 - Site Establishment	12	03-Sep-22	21-Sep-22	255																		
201-R4-1010	201 - IB Ramp 4 - Earthworks - Profiling & Excavation	17	22-Sep-22	19-Oct-22	255																		
201-R4-1020	201 - IB Ramp 4 - Drainage Install	52	20-Oct-22	24-Jan-23	255																		
201-R4-1030	201 - IB Ramp 4 - Pavement Construction - Subgrade; Capping & "	20	25-Jan-23	24-Feb-23	255																		
201-R4-1140	201 - IB Ramp 4 - ITS Conduits & Lightpole Foundations	12	28-Feb-23	16-Mar-23	255																		
201-R4-1070	201 - IB Ramp 4 - Incident Response Building Works	18	28-Feb-23	25-Mar-23	299																		
201-R4-1160	201 - IB Ramp 4 - Pavement Construction - SS Drainage & CT	8	17-Mar-23	28-Mar-23	255																		
201-R4-1040	201 - IB Ramp 4 - Install Barriers; Road Furniture & Kerbing	20	29-Mar-23	01-May-23	277																		

Actual Work (Blue bar) Critical Remaining Work (Red bar)  
Remaining Work (Green bar) Milestone (Diamond)

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
201-R4-1050	201 - IB Ramp 4 - Asphalt - SI & SF Layers	17	15-Aug-23	07-Sep-23	210																			
<b>201 - Inbound Princess Freeway Gantries &amp; ITS</b>		<b>307</b>	<b>28-Feb-22</b>	<b>14-Jul-23</b>	<b>342</b>																			
201-PI-1000	201 - IB Princess Freeway - Site Establishment	23	28-Feb-22*	31-Mar-22	347																			
201-PI-1030	201 - IB Princess Freeway - ITS Conduits	52	01-Apr-22	29-Jun-22	495																			
201-PI-1010	201 - IB Princess Freeway - Northern Gantry Foundations - Piling &	70	01-Apr-22	27-Jul-22	347																			
201-PI-1040	201 - IB Princess Freeway - Install Northern Verge Road Furniture	30	28-Jul-22	09-Sep-22	347																			
201-PI-1020	201 - IB Princess Freeway - Southern Gantry Foundations - Piling &	70	20-Feb-23	08-Jun-23	255																			
201-PI-1050	201 - IB Princess Freeway - Install Southern Verge Road Furniture	22	09-Jun-23	14-Jul-23	342																			
<b>201 Outbound Civil Works</b>		<b>489</b>	<b>22-Apr-21 A</b>	<b>05-Sep-23</b>	<b>372</b>																			
<b>201 - Outbound Ramp 8 Northern Barriers &amp; Temp Pavement</b>		<b>0</b>	<b>22-Apr-21 A</b>	<b>28-Aug-21 A</b>																				
201-R8-1120	201 - OB Ramp 8 North - Pavement Construction - Pre Pier 3 Demc	0	22-Apr-21 A	28-May-21 A																				
201-R8-1090	201 - OB Ramp 8 North - Pavement Construction - Post Pier 3 Dem	0	22-Jul-21 A	18-Aug-21 A																				
201-R8-1100	201 - OB Ramp 8 North - Barrier Install	0	02-Aug-21 A	21-Aug-21 A																				
201-R8-1110	201 - OB Ramp 8 North - Asphalt - SI & SF Layers	0	24-Aug-21 A	28-Aug-21 A																				
<b>201 - Outbound Ramp 9 Civil Works - Non Campaign Works</b>		<b>68</b>	<b>30-Aug-21 A</b>	<b>22-Feb-22</b>	<b>230</b>																			
201-R9-1090	201 - OB Ramp 9 - Site Establishment	0	30-Aug-21 A	06-Sep-21 A																				
201-R9-1100	201 - OB Ramp 9 - Earthworks - Profiling & Excavation	0	07-Sep-21 A	20-Sep-21 A																				
201-R9-1160	201 - OB Ramp 9 - Earthworks - Works Delayed Awaiting SWI & Gc	4	21-Sep-21 A	25-Oct-21	230																			
201-R9-1250	201 - OB Ramp 9 - Earthworks - Rock Stockpile Removal	10	26-Oct-21	13-Nov-21	230																			
201-R9-1180	201 - OB Ramp 9 - Earthworks - Type B Fill Embankment	15	13-Nov-21	02-Dec-21	230																			
201-R9-1170	201 - OB Ramp 9 - Earthworks - Complete Excavation	10	15-Nov-21	27-Nov-21	230																			
201-R9-1120	201 - OB Ramp 9 - Pavement Construction - Subgrade; Capping &	16	03-Dec-21	13-Jan-22	230																			
201-R9-1110	201 - OB Ramp 9 - Drainage Install	22	03-Dec-21	21-Jan-22	233																			
201-R9-1140	201 - OB Ramp 9 - Pier Protection Barriers - Piling & FRP	24	14-Jan-22	22-Feb-22	230																			
201-R9-1130	201 - OB Ramp 9 - ITS Conduits & Lightpole Foundations	15	14-Jan-22	08-Feb-22	235																			
<b>201 - Outbound Ramp 9 Civil Works - Campaign Works</b>		<b>35</b>	<b>11-Jan-22</b>	<b>28-Feb-22</b>	<b>270</b>																			
201-R9-1190	201 - OB Ramp 9 Campaign - Site Establishment	1	11-Jan-22	11-Jan-22	270																			
201-R9-1150	201 - OB Ramp 9 Campaign - Commence Road Closure	0	11-Jan-22*		270																			
201-R9-1000	201 - OB Ramp 9 Campaign - Profiling & Excavation	3	12-Jan-22	14-Jan-22	270																			
201-R9-1220	201 - OB Ramp 9 Campaign - FRP Barrier Foundations	10	15-Jan-22	31-Jan-22	270																			
201-R9-1010	201 - OB Ramp 9 Campaign - Drainage Install	10	15-Jan-22	31-Jan-22	270																			
201-R9-1020	201 - OB Ramp 9 Campaign - Pavement Construction - Subgrade;	6	01-Feb-22	08-Feb-22	270																			
201-R9-1200	201 - OB Ramp 9 Campaign - ITS Conduits & Lightpole Foundati	4	09-Feb-22	12-Feb-22	270																			
201-R9-1210	201 - OB Ramp 9 Campaign - Pavement Construction - SS Drainag	3	14-Feb-22	16-Feb-22	270																			
201-R9-1030	201 - OB Ramp 9 Campaign - Install Barriers & Road Furniture	4	17-Feb-22	22-Feb-22	270																			
201-R9-1040	201 - OB Ramp 9 Campaign - Asphalt - SI & SF Layers	4	23-Feb-22	26-Feb-22	270																			
201-R9-1230	201 - OB Ramp 9 Campaign - Ramp Closure Works Complete	0	28-Feb-22		270																			
<b>201 - Outbound Ramp 7 Civil Works - Campaign</b>		<b>35</b>	<b>11-Jan-22</b>	<b>28-Feb-22</b>	<b>306</b>																			
201-R7-1050	201 - OB Ramp 7 Campaign - Commence Road Closure	0	11-Jan-22*		306																			
201-R7-1000	201 - OB Ramp 7 Campaign - Site Establishment	2	11-Jan-22	12-Jan-22	306																			
201-R7-1090	201 - OB Ramp 7 Campaign - Pile & FRP Pier Protection Barriers a	11	13-Jan-22	29-Jan-22	306																			
201-R7-1070	201 - OB Ramp 7 Campaign - Profiling & Excavation	3	13-Jan-22	15-Jan-22	308																			
201-R7-1010	201 - OB Ramp 7 Campaign - Drainage Install	6	17-Jan-22	27-Jan-22	308																			
201-R7-1020	201 - OB Ramp 7 Campaign - Pavement Construction - Subgrade;	6	31-Jan-22	05-Feb-22	306																			
201-R7-1100	201 - OB Ramp 7 Campaign - ITS Conduits & Lightpole Foundati	4	08-Feb-22	11-Feb-22	306																			
201-R7-1080	201 - OB Ramp 7 Campaign - Pavement Construction - SS Drainag	4	12-Feb-22	16-Feb-22	306																			
201-R7-1030	201 - OB Ramp 7 Campaign - Install Barriers & Road Furniture	4	17-Feb-22	22-Feb-22	306																			
201-R7-1040	201 - OB Ramp 7 Campaign - Asphalt - SI & SF Layers	4	23-Feb-22	26-Feb-22	306																			

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone



WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
201-R7-1060	201 - OB Ramp 7 Campaign - Ramp Closure Works Complete	0	28-Feb-22		306		◆														
<b>201 - Outbound Ramp E Retaining Wall &amp; Civil Works</b>		<b>128</b>	<b>09-Mar-22</b>	<b>04-Oct-22</b>	<b>513</b>																
201-R23-1000	201 - OB Ramp E - Retaining Wall - Soil Nail & Shotcrete	69	09-Mar-22	01-Jul-22	184																
201-R23-1010	201 - OB Ramp E - FRP Barrier Foundations	20	04-Jul-22	02-Aug-22	487																
201-R23-1060	201 - OB Ramp E - ITS Conduits & Lightpole Foundations	10	04-Aug-22	18-Aug-22	487																
201-R23-1020	201 - OB Ramp E - Drainage Install	10	04-Aug-22	18-Aug-22	513																
201-R23-1030	201 - OB Ramp E - Pavement Construction - SS Drainage & CT	7	19-Aug-22	29-Aug-22	513																
201-R23-1040	201 - OB Ramp E - Barriers; Fascia Panels & Kerbing	18	30-Aug-22	23-Sep-22	513																
201-R23-1050	201 - OB Ramp E - Asphalt - SI & SF Layers	4	26-Sep-22	04-Oct-22	513																
<b>201 - Outbound Ramp 10 Civil Works - Pinch Point to Kororoit Creek - Section A</b>		<b>107</b>	<b>28-Feb-22</b>	<b>18-Aug-22</b>	<b>231</b>																
201-R10-1010	201 - OB Ramp 10A - Site Establishment	5	28-Feb-22	04-Mar-22	231																
201-R10-1020	201 - OB Ramp 10A - Profiling & Excavation	7	05-Mar-22	16-Mar-22	231																
201-R10-1070	201 - OB Ramp 10A - Drainage Install	62	05-Mar-22	16-Jun-22	231																
201-R10-1110	201 - OB Ramp 10A - Pavement Construction - Subgrade; Capping	14	17-Jun-22	08-Jul-22	231																
201-R10-1130	201 - OB Ramp 10A - ITS Conduits & Lightpole Foundations	15	28-Jun-22	19-Jul-22	244																
201-R10-1250	201 - OB Ramp 10A - Barrier & Gantry Foundations	20	09-Jul-22	09-Aug-22	231																
201-R10-1140	201 - OB Ramp 10A - Pavement Construction - SS Drainage & CT	6	10-Aug-22	18-Aug-22	231																
<b>201 - Outbound Ramp 10 Civil Works - Pinch Point (inc. Retaining Walls) - Section B</b>		<b>225</b>	<b>31-May-21</b>	<b>28-Oct-22</b>	<b>184</b>																
201-R10-1000	201 - OB Ramp 10B - Bulk Excavation for Utility Relocation Works	0	31-May-21	11-Jun-21 A																	
201-R10-1210	201 - OB Ramp 10B - Interstate Subcontractor Mobilisation Delay -	34	21-Sep-21 A	13-Dec-21	184																
201-R10-1180	201 - OB Ramp 10B - Retaining Wall - Embankment Grouting	25	14-Dec-21	08-Feb-22	184																
201-R10-1190	201 - OB Ramp 10B - Retaining Wall - Test Nails	20	09-Feb-22	08-Mar-22	184																
201-R10-1080	201 - OB Ramp 10B - Retaining Wall - Soil Nail & Shotcrete	69	09-Mar-22	01-Jul-22	184																
201-R10-1090	201 - OB Ramp 10B - Drainage Install	12	04-Jul-22	21-Jul-22	184																
201-R10-1200	201 - OB Ramp 10B - Retaining Wall - L-Shaped Wall	32	22-Jul-22	07-Sep-22	184																
201-R10-1120	201 - OB Ramp 10B - Pavement Construction - Subgrade; Capping	16	08-Sep-22	05-Oct-22	188																
201-R10-1150	201 - OB Ramp 10B - Barrier & Gantry Foundations	25	08-Sep-22	18-Oct-22	184																
201-R10-1220	201 - OB Ramp 10B - ITS Conduits & Lightpole Foundations	15	17-Sep-22	11-Oct-22	188																
201-R10-1230	201 - OB Ramp 10B - Pavement Construction - SS Drainage & CT	8	19-Oct-22	28-Oct-22	184																
<b>201 - Outbound Ramp 10 Civil Works - Pinch Point to Ramp 7 - Section C</b>		<b>166</b>	<b>01-Jul-21 A</b>	<b>29-Jul-22</b>	<b>243</b>																
201-R10-1260	201 - OB Ramp 10C - EPA Spoil Re-classification Delay	72	01-Jul-21 A	28-Feb-22	243																
201-R10-1050	201 - OB Ramp 10C - Drainage Install - Works Stopped Awaiting SI	0	27-Jul-21 A	21-Aug-21 A																	
201-R10-1030	201 - OB Ramp 10C - Retention Basin & Swale Drains	25	01-Mar-22	05-Apr-22	243																
201-R10-1040	201 - OB Ramp 10C - Earthworks	5	06-Apr-22	11-Apr-22	243																
201-R10-1060	201 - OB Ramp 10C - Pavement Construction - Subgrade; Capping	16	12-Apr-22	16-May-22	243																
201-R10-1270	201 - OB Ramp 10C - Drainage Install	28	17-May-22	29-Jun-22	243																
201-R10-1100	201 - OB Ramp 10C - ITS Conduits & Lightpole Foundations	10	30-Jun-22	14-Jul-22	243																
201-R10-1160	201 - OB Ramp 10C - Pavement Construction - SS Drainage & CT	10	15-Jul-22	29-Jul-22	243																
<b>201 - Outbound Ramp 10 Civil Works - Ramp 7 Campaign - Section D</b>		<b>31</b>	<b>11-Jan-22</b>	<b>28-Feb-22</b>	<b>337</b>																
201-R10-1280	201 - OB Ramp 10D - Earthworks - Profile & Excavation	5	11-Jan-22	15-Jan-22	337																
201-R10-1380	201 - OB Ramp 10D - Pier Protection Barriers	12	17-Jan-22	05-Feb-22	337																
201-R10-1300	201 - OB Ramp 10D - Drainage Install	12	17-Jan-22	05-Feb-22	337																
201-R10-1290	201 - OB Ramp 10D - Pavement Construction - Subgrade; Capping	6	08-Feb-22	15-Feb-22	337																
201-R10-1310	201 - OB Ramp 10D - ITS Conduits & Lightpole Foundations	4	17-Feb-22	22-Feb-22	337																
201-R10-1320	201 - OB Ramp 10D - Pavement Construction - SS Drainage & CT	4	23-Feb-22	28-Feb-22	337																
<b>201 - Outbound Ramp 10 Civil Works - Princess Freeway to Ramp 7 - Section E</b>		<b>87</b>	<b>01-Mar-22</b>	<b>19-Jul-22</b>	<b>250</b>																
201-R10-1330	201 - OB Ramp 10E - Earthworks	13	01-Mar-22	18-Mar-22	250																
201-R10-1350	201 - OB Ramp 10E - Drainage Install	44	21-Mar-22	01-Jun-22	250																

Actual Work Remaining Work Critical Remaining Work Milestone

TASK filter: WBS Constraint.

WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
201-R10-1340	201 - OB Ramp 10E - Pavement Construction - Subgrade; Capping	10	02-Jun-22	17-Jun-22	250																
201-R10-1360	201 - OB Ramp 10E - ITS Conduits & Lightpole Foundations	14	20-Jun-22	09-Jul-22	250																
201-R10-1370	201 - OB Ramp 10E - Pavement Construction - SS Drainage & CT	6	12-Jul-22	19-Jul-22	250																
<b>201 - Outbound Ramp 10 Completions Works</b>		27	03-Nov-22	12-Dec-22	184																
201-R10-1240	201 - OB Ramp 10 - Barriers; Fascia Panels; Kerbing & Guardrail	16	03-Nov-22	25-Nov-22	184																
201-R10-1170	201 - OB Ramp 10 - Asphalt - SI & SF Layers	11	26-Nov-22	12-Dec-22	184																
<b>201 - Outbound Princess Freeway Widening</b>		265	09-Mar-22	23-May-23	376																
201-OP-1000	201 - OB Princess FWY Stage 1 - Site Establishment	15	09-Mar-22	31-Mar-22	255																
201-OP-1010	201 - OB Princess FWY Stage 1 - Earthworks - Profile & Excavator	44	01-Apr-22	16-Jun-22	255																
201-OP-1100	201 - OB Princess FWY Stage 1 - South Verge Gantry Foundations	40	17-Jun-22	18-Aug-22	265																
201-OP-1070	201 - OB Princess FWY Stage 1 - Retaining Wall	20	17-Jun-22	18-Jul-22	255																
201-OP-1020	201 - OB Princess FWY Stage 1 - Drainage	30	19-Jul-22	01-Sep-22	255																
201-OP-1030	201 - OB Princess FWY Stage 1 - Pavement Construction - Subgra	26	02-Sep-22	13-Oct-22	255																
201-OP-1080	201 - OB Princess FWY Stage 1 - ITS Conduits & Lightpole Found:	24	14-Oct-22	22-Nov-22	255																
201-OP-1090	201 - OB Princess FWY Stage 1 - Pavement Construction - SS Dra	12	23-Nov-22	09-Dec-22	255																
201-OP-1040	201 - OB Princess FWY Stage 1 - Barriers & Guard Rail	15	10-Dec-22	16-Jan-23	255																
201-OP-1050	201 - OB Princess FWY Stage 1 - Asphalt - SI & SF Layers	13	17-Jan-23	07-Feb-23	255																
201-OP-1060	201 - OB Princess FWY Stage 2 - Traffic Switch & Site Establishme	8	08-Feb-23	18-Feb-23	255																
201-OP-1110	201 - OB Princess FWY Stage 2 - North Verge Gantry Foundation	20	20-Feb-23	23-Mar-23	399																
201-OP-1120	201 - OB Princess FWY Stage 2 - GPT Tank & Associated Drainage	30	20-Feb-23	04-Apr-23	376																
201-OP-1150	201 - OB Princess FWY Stage 2 - Cherry Creek Main Drain Works	13	06-Apr-23	29-Apr-23	376																
201-OP-1140	201 - OB Princess FWY Stage 2 - Barriers & Guard Rail	15	01-May-23	23-May-23	376																
<b>201 - Outbound Ramp 8 Civil Works</b>		161	13-Dec-22	05-Sep-23	184																
201-R8-1000	201 - OB Ramp 8 - Traffic Switch & Site Establishment	14	13-Dec-22	17-Jan-23	184																
201-R8-1010	201 - OB Ramp 8 - Earthworks - Profile & Excavation	23	19-Jan-23	23-Feb-23	184																
201-R8-1150	201 - OB Ramp 8 - Pier Protection Barriers	25	24-Feb-23	01-Apr-23	207																
201-R8-1020	201 - OB Ramp 8 - Drainage Install	48	24-Feb-23	11-May-23	184																
201-R8-1030	201 - OB Ramp 8 - Pavement Construction - Subgrade; Capping &	17	12-May-23	05-Jun-23	184																
201-R8-1130	201 - OB Ramp 8 - ITS Conduits & Lightpole Foundations	11	06-Jun-23	23-Jun-23	184																
201-R8-1140	201 - OB Ramp 8 - Pavement Construction - SS Drainage & CT	12	27-Jun-23	13-Jul-23	184																
201-R8-1040	201 - OB Ramp 8 - Barriers; Fascia Panels; Kerbing; Guardrail & Sli	24	14-Jul-23	18-Aug-23	184																
201-R8-1050	201 - OB Ramp 8 - Asphalt - SI & SF Layers	12	19-Aug-23	05-Sep-23	184																
<b>201 Completions</b>		452	17-Feb-22	11-Nov-23	510																
<b>201 - VicRoads ITS Foundations</b>		325	17-Feb-22	01-Aug-23	282																
201-ITS-1070	201- ITS Foundations - Outbound Ramp 9	4	17-Feb-22	22-Feb-22	603																
201-ITS-1020	201- ITS Foundations - Outbound Ramp 7	4	17-Feb-22	22-Feb-22	603																
201-ITS-1040	201- ITS Foundations - Inbound Ramp 5	12	30-May-22	16-Jun-22	533																
201-ITS-1030	201- ITS Foundations - Inbound Ramp 3	12	30-May-22	16-Jun-22	533																
201-ITS-1000	201- ITS Foundations - Inbound Ramp 2	12	30-May-22	16-Jun-22	533																
201-ITS-1010	201- ITS Foundations - Inbound Princess Freeway	30	28-Jul-22	09-Sep-22	477																
201-ITS-1060	201- ITS Foundations - Outbound Ramp E	6	19-Aug-22	26-Aug-22	487																
201-ITS-1050	201- ITS Foundations - Outbound Ramp 10	18	03-Nov-22	28-Nov-22	334																
201-ITS-1080	201- ITS Foundations - Outbound Princess Freeway	18	10-Dec-22	20-Jan-23	403																
201-ITS-1090	201- ITS Foundations - Inbound Ramp 6	8	20-Dec-22	16-Jan-23	406																
201-ITS-1110	201- ITS Foundations - Inbound Ramp 4	12	29-Mar-23	18-Apr-23	349																
201-ITS-1100	201- ITS Foundations - Outbound Ramp 8	12	14-Jul-23	01-Aug-23	282																
<b>201 - VicRoads ITS Lighting</b>		325	17-Feb-22	01-Aug-23	495																
<b>Road lighting</b>		325	17-Feb-22	01-Aug-23	495																

Actual Work (blue bar) Critical Remaining Work (red bar)  
 Remaining Work (green bar) Milestone (black diamond)

TASK filter: WBS Constraint.

WGTP Reset Program Full Detail



Main project schedule table with columns for Activity ID, Activity Name, Remaining Duration, Start, Finish, Total Float, and quarterly breakdowns for 2022-2025. Includes sub-sections for Feature Lighting, VicRoads ITS Gantries, and Landscaping.

Legend: Actual Work (blue), Remaining Work (green), Critical Remaining Work (red), Milestone (diamond)



WGTP Reset Program
Full Detail



Table with columns: Activity ID, Activity Name, Remaining Duration, Start, Finish, Total Float, and a Gantt chart grid for years 2022-2025. Rows include landscaping, planting, and bridge structure work.

Legend: Actual Work (blue), Critical Remaining Work (red), Remaining Work (green), Milestone (diamond)

WGTP Reset Program Full Detail



Activity ID, Activity Name, Remaining Duration, Start, Finish, Total Float, 2022 (Q4-Q1), 2023 (Q1-Q4), 2024 (Q1-Q4), 2025 (Q1-Q4). Includes rows for Bridge 20, Bridge 16, and various West WGF widening and reconstruction stages.

Legend: Actual Work (blue), Remaining Work (green), Critical Remaining Work (red), Milestone (diamond).

WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
202A-W7-1040	202A WS6 - Install Outbound CD Barriers	27	07-Sep-23	19-Oct-23	184																				
202A-W7-1110	202A WS6 - Install Centre Median Barriers	21	20-Oct-23	23-Nov-23	184																				
202A-W5-1320	202A WS6 - Median Pavement - Pavement Construction - Asphalt	5	24-Nov-23	29-Nov-23	184																				
202A-W7-1010	202A WS6 - Install Inbound CD Barriers	20	10-Jan-24	07-Feb-24	204																				
<b>202A West - WGF Stage 6 - HP Asphalt</b>		<b>18</b>	<b>20-Sep-24</b>	<b>19-Oct-24</b>	<b>92</b>																				
202A-W7-1020	202A WS7 - Inbound CD - HP Asphalt	5	20-Sep-24	01-Oct-24	92																				
202A-W7-1030	202A WS7 - Inbound WGF - HP Asphalt	4	02-Oct-24	05-Oct-24	92																				
202A-W7-1050	202A WS7 - Outbound CD - HP Asphalt	5	07-Oct-24	15-Oct-24	92																				
202A-W7-1060	202A WS7 - Outbound WGF - HP Asphalt	4	16-Oct-24	19-Oct-24	92																				
<b>202A West - WGF Stage 6 - OG Asphalt</b>		<b>18</b>	<b>18-Jan-25</b>	<b>12-Feb-25</b>	<b>67</b>																				
202A-W7-1070	202A WS7 - Inbound CD - OG Asphalt	5	18-Jan-25	23-Jan-25	67																				
202A-W7-1080	202A WS7 - Inbound WGF - OG Asphalt	4	24-Jan-25	30-Jan-25	67																				
202A-W7-1090	202A WS7 - Outbound CD - OG Asphalt	5	31-Jan-25	06-Feb-25	67																				
202A-W7-1100	202A WS7 - Outbound WGF - OG Asphalt	4	07-Feb-25	12-Feb-25	67																				
<b>202A East WGF Widening &amp; Reconstruction - Rosala to Kyle Rd</b>		<b>865</b>	<b>10-Apr-18 A</b>	<b>12-Feb-25</b>	<b>182</b>																				
<b>202A East - WGF Stage 1 - Northern Verge Widening Works</b>		<b>0</b>	<b>10-Apr-18 A</b>	<b>30-Jul-20 A</b>																					
202A-E1-1000	202A ES1 - Northern Verge Widening Works	0	10-Apr-18 A	30-Jul-20 A																					
<b>202A East - WGF Stage 1 - Southern Verge Widening Works</b>		<b>0</b>	<b>24-Jul-18 A</b>	<b>11-Sep-20 A</b>																					
202A-E1-1010	202A ES1 - Southern Verge Widening Works	0	24-Jul-18 A	11-Sep-20 A																					
<b>202A East - WGF Stage 2 - Centre Median Pavement Works - Rosala Ave to Millers Road</b>		<b>0</b>	<b>14-Sep-20 A</b>	<b>22-Jul-21 A</b>																					
202A-E2-1000	202A ES2 - Centre Median - Zone 3 & 4 - Site Establishment - PFA	0	14-Sep-20 A	27-Oct-20 A																					
202A-E2-1030	202A ES2 - Centre Median - Zone 4 - Earthworks - PFAS Removal	0	29-Oct-20 A	01-Dec-20 A																					
202A-E2-1050	202A ES2 - Centre Median - Zone 4 - Pavement Construction - Inc.	0	02-Dec-20 A	16-Mar-21 A																					
202A-E2-1070	202A ES2 - Centre Median - Zone 3 - Earthworks - Inc. PFAS remo	0	18-Mar-21 A	08-May-21 A																					
202A-E2-1100	202A ES2 - Centre Median - Zone 3 - Pavement Construction	0	11-May-21 A	28-May-21 A																					
202A-E2-1120	202A ES2 - Centre Median - Zone 3 & 4 - Drainage & TIRTL Crossii	0	22-May-21 A	28-May-21 A																					
202A-E2-1130	202A ES2 - Centre Median - Zone 3 & 4 - CT & Asphalt	0	29-May-21 A	22-Jul-21 A																					
<b>202A East - WGF Stage 2 - Centre Median Pavement Works - Millers Road to Kyle Road</b>		<b>0</b>	<b>14-Sep-20 A</b>	<b>10-Jul-21 A</b>																					
202A-E2-1010	202A ES2 - Centre Median - Zone 5 & 6 - Site Establishment - PFA	0	14-Sep-20 A	27-Oct-20 A																					
202A-E2-1020	202A ES2 - Centre Median - Zone 6 - Earthworks - PFAS Removal	0	29-Oct-20 A	03-Dec-20 A																					
202A-E2-1040	202A ES2 - Centre Median - Zone 6 - Pavement Construction	0	04-Dec-20 A	29-Jan-21 A																					
202A-E2-1060	202A ES2 - Centre Median - Zone 5 - Earthworks - PFAS Removal	0	12-Mar-21 A	18-May-21 A																					
202A-E2-1080	202A ES2 - Centre Median - Zone 5 - Pavement Construction	0	20-May-21 A	22-Jun-21 A																					
202A-E2-1090	202A ES2 - Centre Median - Zone 5 & 6 - Drainage & TIRTL Crossii	0	21-May-21 A	04-Jun-21 A																					
202A-E2-1110	202A ES2 - Centre Median - Zone 5 & 6 - CT & Asphalt	0	22-May-21 A	10-Jul-21 A																					
<b>202A East - WGF Stage 3 - Inbound Pavement Reconstruction - Millers Road to M2 Ramp</b>		<b>19</b>	<b>27-Jul-21 A</b>	<b>19-Nov-21</b>	<b>289</b>																				
202A-E5-1000	202A ES3 - Millers to M2 - Site Establishment	0	27-Jul-21 A	07-Aug-21 A																					
202A-E5-1150	202A ES3 - M1 to M2 - EPA Spoil Reclassification Delays	0	09-Aug-21 A	19-Oct-21 A																					
202A-E5-1040	202A ES3 - Millers to M2 - Earthworks	0	11-Aug-21 A	28-Aug-21 A																					
202A-E5-1020	202A ES3 - Millers to M2 - Pavement Construction - Subgrade; Caç	6	31-Aug-21 A	28-Oct-21	276																				
202A-E5-1010	202A ES3 - Millers to M2 - Drainage; Drainage Grouting & ITS Cros	8	23-Oct-21	08-Nov-21	276																				
202A-E5-1170	202A ES3 - Millers to M2 - Pavement Construction - CT Placement	4	09-Nov-21	13-Nov-21	276																				
202A-E5-1030	202A ES3 - Millers to M2 - Asphalt - SI & SF Layers	5	15-Nov-21	19-Nov-21	276																				
<b>202A East - WGF Stage 3 - Inbound Pavement Reconstruction - M1 Ramp to Millers Road</b>		<b>51</b>	<b>20-Oct-21 A</b>	<b>27-Jan-22</b>	<b>308</b>																				
202A-E5-1160	202A ES3 - M1 to Millers - Remove Stockpiles - Created to Reduce	9	20-Oct-21 A	05-Nov-21	308																				
202A-E5-1100	202A ES3 - M1 to Millers - Earthworks - Excavation	9	08-Nov-21	18-Nov-21	308																				
202A-E5-1110	202A ES3 - M1 to Millers - Pavement Construction - Subgrade; Caç	16	19-Nov-21	13-Dec-21	308																				
202A-E5-1120	202A ES3 - M1 to Millers - Drainage; Drainage Grouting & ITS Cros	6	14-Dec-21	21-Dec-21	308																				



WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
202A-E5-1180	202A ES3 - M1 to Millers - Pavement Construction - CT Placement	5	22-Dec-21	14-Jan-22	308																
202A-E5-1130	202A ES3 - M1 to Millers - Asphalt - SI & SF Layers	6	15-Jan-22	27-Jan-22	308																
<b>202A East - WGF Stage 3 - Inbound Pavement Reconstruction - G1 Ramp to M1Ramp</b>						80	18-Sep-21 A	09-Mar-22	308												
202A-E5-1200	202A ES3 - G1 Ramp - Earthworks - Profiling & Excavation	0	18-Sep-21 A	06-Oct-21 A																	
202A-E5-1210	202A ES3 - G1 Ramp - Pavement Construction - Subgrade; Cappir	2	07-Oct-21 A	22-Oct-21	326																
202A-E5-1220	202A ES3 - G1 Ramp - Drainage & ITS Crossings	1	20-Oct-21 A	25-Oct-21	326																
202A-E5-1230	202A ES3 - G1 Ramp - Pavement Construction - CT Placement	1	26-Oct-21	26-Oct-21	326																
202A-E5-1240	202A ES3 - G1 Ramp - Asphalt - SI & SF Layers	2	28-Oct-21	29-Oct-21	326																
202A-E5-1060	202A ES3 - G1 to M1 - Earthworks - Profiling & Excavation	15	04-Nov-21	25-Nov-21	326																
202A-E5-1070	202A ES3 - G1 to M1 - Pavement Construction	17	26-Nov-21	20-Dec-21	326																
202A-E5-1080	202A ES3 - G1 to M1 - Drainage; Drainage Grouting & ITS Crossin	10	21-Dec-21	20-Jan-22	326																
202A-E5-1050	202A ES3 - G1 to M1 - Site Establishment - M1 Traffic Switch	2	28-Jan-22	31-Jan-22	308																
202A-E5-1250	202A ES3 - M1 Ramp - Earthworks - Profiling & Excavation	5	01-Feb-22	05-Feb-22	308																
202A-E5-1260	202A ES3 - M1 Ramp - Pavement Construction - Subgrade; Cappir	5	08-Feb-22	14-Feb-22	308																
202A-E5-1270	202A ES3 - M1 Ramp - Drainage; Drainage Grouting & ITS Crossin	4	15-Feb-22	19-Feb-22	308																
202A-E5-1190	202A ES3 - G1 to M1 - Pavement Construction - CT Placement	6	22-Feb-22	01-Mar-22	308																
202A-E5-1090	202A ES3 - G1 to M1 - Asphalt - SI & SF Layers	7	02-Mar-22	09-Mar-22	308																
<b>202A East - WGF Stage 4 (Phase 1) - Outbound Pavement Reconstruction - G2 Ramp to M4 Rar</b>						87	11-May-22	21-Sep-22	310												
202A-E4-1000	202A ES4 - G2 to M4 - Site Establishment	15	11-May-22	01-Jun-22	274																
202A-E4-1040	202A ES4 - G2 to M4 - Earthworks - Profiling & Excavation	18	02-Jun-22	30-Jun-22	310																
202A-E4-1020	202A ES4 - G2 to M4 - Pavement Construction - Subgrade; Cappir	24	01-Jul-22	06-Aug-22	310																
202A-E4-1010	202A ES4 - G2 to M4 - Drainage; Drainage Grouting & ITS Crossin	12	09-Aug-22	25-Aug-22	310																
202A-E4-1030	202A ES4 - G2 to M4 - Pavement Construction - CT Placement	8	26-Aug-22	06-Sep-22	310																
202A-E6-1020	202A ES4 - G2 to M4 - Asphalt - SI & SF Layers	10	07-Sep-22	21-Sep-22	310																
<b>202A East - WGF Stage 4 (Phase 1) - Outbound Pavement Reconstruction - M4 Ramp to Kyle R</b>						95	01-Jul-22	26-Nov-22	310												
202A-E4-1060	202A ES4 - M4 to Kyle - Earthworks - Profiling & Excavation	24	01-Jul-22	06-Aug-22	316																
202A-E4-1070	202A ES4 - M4 to Kyle - Pavement Construction - Subgrade; Capp	36	09-Aug-22	04-Oct-22	316																
202A-E4-1050	202A ES4 - M4 to Kyle - Site Establishment - M4 Traffic Switch	2	22-Sep-22	23-Sep-22	310																
202A-E4-1110	202A ES4 - M4 Ramp - Earthworks - Profiling & Excavation	5	26-Sep-22	05-Oct-22	310																
202A-E4-1120	202A ES4 - M4 Ramp - Pavement Construction - Subgrade; Cappir	5	06-Oct-22	11-Oct-22	310																
202A-E4-1080	202A ES4 - M4 to Kyle - Drainage; Drainage Grouting & ITS Crossir	12	13-Oct-22	28-Oct-22	310																
202A-E4-1100	202A ES4 - M4 to Kyle - Pavement Construction - CT Placement	7	03-Nov-22	11-Nov-22	310																
202A-E4-1090	202A ES4 - M4 to Kyle - Asphalt - SI & SF Layers	10	12-Nov-22	26-Nov-22	310																
<b>202A East - WGF Stage 4 (Phase 2) - Outbound CD Barrier &amp; Centre Median Barrier</b>						77	28-Nov-22	14-Apr-23	331												
202A-E6-1000	202A ES4.2 - G2 to Kyle - Site Establishment - Outbound Traffic sw	10	28-Nov-22	12-Dec-22	331																
202A-E7-1040	202A ES4.2 - G2 to Kyle - Slipform OB CD Barriers	29	13-Dec-22	10-Feb-23	331																
202A-E6-1010	202A ES4.2 - G2 to Kyle - Slipform Centre Median Barriers	30	14-Feb-23	29-Mar-23	331																
202A-E7-1110	202A ES4.2 - G2 to Kyle - Install Strip Drain	15	14-Feb-23	06-Mar-23	346																
202A-E6-1040	202A ES4.2 - G2 to Kyle - Asphalt	8	30-Mar-23	14-Apr-23	331																
<b>202A East - WGF Stage 5 - IB Collector Distributor Barrier</b>						65	30-Nov-23	25-Mar-24	184												
202A-E7-1000	202A ES5 - G2 to Kyle - Site Establishment	15	30-Nov-23	21-Dec-23	184																
202A-E7-1010	202A ES5 - G2 to Kyle - Slipform IB CD Barriers	40	10-Jan-24	07-Mar-24	184																
202A-E6-1030	202A ES5 - G2 to Kyle - Asphalt	10	08-Mar-24	25-Mar-24	184																
<b>202A East - WGF Stage 6 - HP Asphalt</b>						38	22-Aug-24	19-Oct-24	92												
202A-E7-1120	202A ES6 - Ramps G1; G2; M1; M2; M3 & M4 - HP Asphalt (week	20	22-Aug-24	19-Sep-24	92																
202A-E7-1020	202A ES6 - Inbound CD - HP Asphalt	5	20-Sep-24	01-Oct-24	92																
202A-E7-1030	202A ES6 - Inbound WGF - HP Asphalt	4	02-Oct-24	05-Oct-24	92																
202A-E7-1050	202A ES6 - Outbound CD - HP Asphalt	5	07-Oct-24	15-Oct-24	92																

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone

### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
202A-E7-1060	202A ES6 - Outbound WGF - HP Asphalt	4	16-Oct-24	19-Oct-24	92																				
<b>202A East - WGF Stage 6 - OG Asphalt</b>		18	18-Jan-25	12-Feb-25	67																				
202A-E7-1070	202A ES6 - Inbound CD - OG Asphalt	5	18-Jan-25	23-Jan-25	67																				
202A-E7-1080	202A ES6 - Inbound WGF - OG Asphalt	4	24-Jan-25	30-Jan-25	67																				
202A-E7-1090	202A ES6 - Outbound CD - OG Asphalt	5	31-Jan-25	06-Feb-25	67																				
202A-E7-1100	202A ES6 - Outbound WGF - OG Asphalt	4	07-Feb-25	12-Feb-25	67																				
<b>Subzone 202B</b>		865	13-Jun-18 A	12-Feb-25	182																				
<b>202B Major Utility Relocations</b>		0	19-Jan-19 A	04-Feb-21 A																					
202B-UT-1010	S.001 - CWW Williamstown Rd - Sewer Relocation Works - CWW R	0	19-Jan-19 A	04-Feb-21 A																					
202B-UT-1000	Ausnet 220kV Relocation Works inside BLTS - inc. fence relocation	0	03-Feb-20 A	10-Aug-20 A																					
<b>202B Bridge Structures</b>		843	05-Oct-18 A	13-Jan-25	204																				
<b>Bridge 24 - New Muir St. Pedestrian Bridge Truss Install &amp; Cladding - Open to Pedestrians</b>		40	21-Aug-20 A	10-Mar-22	672																				
202B-B24-1000	Bridge 24 - Muir St. Pedestrian Bridge - Truss Install & Cladding	0	21-Aug-20 A	03-Oct-20 A																					
202B-B24-1010	Bridge 24 - Muir St. Pedestrian Bridge - Deck FRP & Lighting - Ope	0	05-Oct-20 A	03-Dec-20 A																					
202B-B24-1020	Bridge 24 - Muir St. Pedestrian Bridge - Feature Lighting & Internal	0	04-Dec-20 A	17-Dec-20 A																					
202B-B24-1030	Bridge 24 - Muir St. Pedestrian Bridge - Cladding Modifications	40	11-Jan-22	10-Mar-22	632																				
<b>Bridge 23 - Collector Distributor Bridge</b>		0	05-Oct-18 A	22-Jul-21 A																					
202B-B23-1000	Bridge 23 - CD Bridge - Substructure	0	05-Oct-18 A	14-Sep-20 A																					
202B-B23-1010	Bridge 23 - CD Bridge - Beam Install	0	11-Feb-20 A	17-Sep-20 A																					
202B-B23-1020	Bridge 23 - CD Bridge - Deck FRP & Parapets	0	18-Feb-20 A	22-Jul-21 A																					
<b>Bridge 22 - Newport Rail Bridge - Centre Median</b>		0	25-Mar-19 A	06-Nov-20 A																					
202B-B22-1000	Bridge 22 - Centre Median - Deck FRP	0	25-Mar-19 A	27-Jun-20 A																					
202B-B22-1020	Bridge 22 - Centre Median - Deck Stitch Pour & Approach Slab	0	21-Oct-20 A	06-Nov-20 A																					
<b>Bridge 22 - Newport Rail Bridge - Strengthening Works</b>		122	29-Apr-20 A	21-May-22	613																				
202B-B22-1010	Bridge 22 - Strengthening Works - Bearing Replacement	0	29-Apr-20 A	23-Oct-20 A																					
202B-B22-1030	Bridge 22 - Strengthening Works - Repaint Existing Bridge	122	01-May-21	21-May-22	613																				
202B-B22-1040	Bridge 22 - Strengthening Works - Expansion Joint Replacement	29	31-Mar-22	21-May-22	613																				
<b>Bridge 22 - Newport Rail Bridge - North Widening</b>		100	15-Nov-21	10-May-22	274																				
202B-B22-1080	Bridge 22 - North - Bridge Demolition	39	15-Nov-21	31-Jan-22	274																				
202B-B22-1140	Bridge 22 - North - Bearing Pedestal Replacement	14	01-Feb-22	19-Feb-22	274																				
202B-B22-1090	Bridge 22 - North - Beam Install	5	22-Feb-22	28-Feb-22	274																				
202B-B22-1100	Bridge 22 - North - Deck FRP	31	01-Mar-22	12-Apr-22	274																				
202B-B22-1160	Bridge 22 - North - FRP Approach Slabs	10	24-Mar-22	05-Apr-22	274																				
202B-B22-1150	Bridge 22 - North - Parapets & Off-Structure Barriers	15	06-Apr-22	06-May-22	274																				
202B-B22-1170	Bridge 22 - North - Asphalt	2	07-May-22	10-May-22	274																				
<b>Bridge 22 - Newport Rail Bridge - South Widening</b>		196	23-Jun-21 A	13-Sep-22	534																				
202B-B22-1050	Bridge 22 - South - East & West Abutments	0	23-Jun-21 A	05-Aug-21 A																					
202B-B22-1060	Bridge 22 - South - Deck Hydro Demo & Beam Install	0	10-Aug-21 A	06-Sep-21 A																					
202B-B22-1120	Bridge 22 - South - Deck FRP Spans 1-4	4	07-Oct-21 A	25-Oct-21	275																				
202B-B22-1070	Bridge 22 - South - Deck FRP Spans 5-6 Inc. Stitch Pour	33	15-Jun-22	04-Aug-22	534																				
202B-B22-1110	Bridge 22 - South - Install Parapets	12	05-Aug-22	23-Aug-22	534																				
202B-B22-1130	Bridge 22 - South - Completions - Barrier Rail; Expansion Joints & F	15	24-Aug-22	13-Sep-22	534																				
<b>Bridge 25 - Williamstown Road SUP</b>		694	09-Nov-20 A	13-Jan-25	180																				
202B-B25-1000	Bridge 25 - West - Site Establishment	0	09-Nov-20 A	20-Feb-21 A																					
202B-B25-1010	Bridge 25 - West - Piling - Spans 1-6	0	02-Mar-21 A	14-May-21 A																					
202B-B25-1150	Bridge 25 - West - FRP Pile Caps - Spans 1-6	16	09-Nov-21*	30-Nov-21	714																				
202B-B25-1020	Bridge 25 - West - FRP Abutment; Piers and Crossheads - Spans 1	58	01-Dec-21	17-Mar-22	714																				
202B-B25-1030	Bridge 25 - West - Beam Install - Spans 1-6	5	18-Mar-22	25-Mar-22	714																				

Actual Work (Blue bar) Critical Remaining Work (Red bar)  
 Remaining Work (Green bar) Milestone (Black diamond)



WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
202B-B25-1040	Bridge 25 - West - FRP Ramp Slabs - Spans 1-6	28	26-Mar-22	13-May-22	714																
202B-B25-1050	Bridge 25 - East - Piling - Spans 6-8	10	30-May-24	14-Jun-24	180																
202B-B25-1060	Bridge 25 - East - FRP Abutment; Piers and Crossheads - Spans 6-	54	15-Jun-24	05-Sep-24	180																
202B-B25-1070	Bridge 25 - East - Beam Install - Spans 8	5	06-Sep-24	13-Sep-24	180																
202B-B25-1080	Bridge 25 - East - Deck FRP - Spans 8	13	14-Sep-24	04-Oct-24	180																
202B-B25-1090	Bridge 25 - East - Install & Fit-out Truss	53	05-Oct-24	13-Jan-25	180																
<b>Bridge 26 - Williamstown Road - Strengthening Works</b>		<b>92</b>	<b>07-Oct-21 A</b>	<b>25-Feb-22</b>	<b>350</b>																
202B-B25-1120	Bridge 26 - Site Establishment	11	07-Oct-21 A	09-Nov-21	299																
202B-B25-1140	Bridge 26 - Northern Bridge Strengthening & Approach Slabs - Pre	30	11-Nov-21	22-Dec-21	299																
202B-B25-1130	Bridge 26 - Bearing Replacement	20	11-Nov-21	09-Dec-21	310																
202B-B25-1100	Bridge 26 - Northern Bridge Strengthening & Approach Slabs - Surr	19	12-Jan-22	08-Feb-22	349																
202B-B25-1110	Bridge 26 - Southern Bridge Strengthening & Approach Slabs - Sur	12	11-Feb-22	25-Feb-22	349																
<b>202B West WGF Widening &amp; Reconstruction - Kyle Rd to Muir St.</b>		<b>865</b>	<b>13-Jun-18 A</b>	<b>12-Feb-25</b>	<b>62</b>																
<b>202B West - WGF Stage 1 - Northern Verge Widening Works - Kyle to Muir St.</b>		<b>0</b>	<b>13-Jun-18 A</b>	<b>06-Aug-20 A</b>																	
202B-W1-1000	202B WS1 - Northern Verge Widening Works - Kyle to Muir St.	0	13-Jun-18 A	06-Aug-20 A																	
<b>202B West - WGF Stage 1 - Southern Verge Widening Works - Strong St to W4</b>		<b>0</b>	<b>02-Apr-20 A</b>	<b>08-Sep-21 A</b>																	
202B-W1-1040	202B WS1 - Strong to W4 - FRP Fascia Footing - RW-202476-WB	0	02-Apr-20 A	09-Oct-20 A																	
202B-W1-1060	202B WS1 - Strong to W4 - FRP Spread Footing - NW-202478-WF	0	21-Aug-20 A	12-Sep-20 A																	
202B-W1-1190	202B WS1 - Strong to W4 - Pavement Construction	0	22-Jul-21 A	16-Aug-21 A																	
202B-W1-1210	202B WS1 - Strong to W4 - Install Barriers	0	19-Aug-21 A	27-Aug-21 A																	
202B-W1-1290	202B WS1 - Strong to W4 - Asphalt	0	31-Aug-21 A	08-Sep-21 A																	
<b>202B West - WGF Stage 1 - Southern Verge Widening Works - Newport to Strong St.</b>		<b>0</b>	<b>05-Aug-20 A</b>	<b>08-Sep-21 A</b>																	
202B-W1-1030	202B WS1 - Strong to Newport - RSS Wall Stage 3 Construction	0	05-Aug-20 A	25-Sep-20 A																	
202B-W1-1120	202B WS1 - Strong to Newport - Noise Wall Footing FRP & Off Stru	0	06-Oct-20 A	06-Jul-21 A																	
202B-W1-1230	202B WS1 - Strong to Newport - Pavement Construction - Up to Cl:	0	07-Jul-21 A	27-Jul-21 A																	
202B-W1-1240	202B WS1 - Strong to Newport - Drainage Install	0	29-Jul-21 A	11-Aug-21 A																	
202B-W1-1250	202B WS1 - Strong to Newport - Subsoil Drainage & CT	0	07-Aug-21 A	16-Aug-21 A																	
202B-W1-1270	202B WS1 - Strong to Newport - Install Barriers Inc. CD Split Level	0	17-Aug-21 A	27-Aug-21 A																	
202B-W1-1280	202B WS1 - Strong to Newport - Asphalt	0	31-Aug-21 A	08-Sep-21 A																	
<b>202B West - WGF Stage 1 - Southern Verge Widening Works - Kyle to Newport - Parcel 485</b>		<b>5</b>	<b>21-Aug-20 A</b>	<b>26-Oct-21</b>	<b>274</b>																
202B-W1-1010	202B WS1 - Parcel 485 - Site Establishment	0	21-Aug-20 A	10-Sep-20 A																	
202B-W1-1070	202B WS1 - Parcel 485 - Earthworks - Remove Clean with PFAS M	0	16-Mar-21 A	17-Apr-21 A																	
202B-W1-1080	202B WS1 - Parcel 485 - Pavement Construction - Up to Class 4 - I	0	19-Apr-21 A	28-Apr-21 A																	
202B-W1-1110	202B WS1 - Parcel 485 - Barrier Piling - Pre-Crane Pad Removal	0	31-May-21 A	16-Jun-21 A																	
202B-W1-1140	202B WS1 - Parcel 485 - Barrier Install & FRP - LHS - Pre-Crane P	0	29-Jun-21 A	16-Jul-21 A																	
202B-W1-1380	202B WS1 - Parcel 485 - Pavement Construction - Up to Class 4 - I	0	17-Jul-21 A	28-Jul-21 A																	
202B-W1-1330	202B WS1 - Parcel 485 - Barrier Footing FRP - RHS	0	29-Jul-21 A	02-Aug-21 A																	
202B-W1-1370	202B WS1 - Parcel 485 - Barrier Piling - Post-Crane Pad Removal	0	02-Aug-21 A	13-Aug-21 A																	
202B-W1-1160	202B WS1 - Parcel 485 - Drainage Install	0	10-Aug-21 A	11-Aug-21 A																	
202B-W1-1260	202B WS1 - Parcel 485 - ITS Conduit Install	0	12-Aug-21 A	14-Aug-21 A																	
202B-W1-1320	202B WS1 - Parcel 485 - Subsoil Drainage & CT	0	19-Aug-21 A	21-Aug-21 A																	
202B-W1-1390	202B WS1 - Parcel 485 - Barrier Install & FRP - LHS - Post-Crane F	0	19-Aug-21 A	17-Sep-21 A																	
202B-W1-1340	202B WS1 - Parcel 485 - Barrier Install - RHS	0	24-Aug-21 A	31-Aug-21 A																	
202B-W1-1410	202B WS1 - Parcel 485 - Asphalt - Type SF & SI Layer 1	0	09-Sep-21 A	14-Sep-21 A																	
202B-W1-1350	202B WS1 - Parcel 485 - Asphalt - SI Layer 2 After Tunnel Works	5	20-Oct-21 A	26-Oct-21	274																
<b>202B West - WGF Stage 1 - Southern Verge Widening Works - Kyle to Newport - BLTS</b>		<b>5</b>	<b>21-Aug-20 A</b>	<b>26-Oct-21</b>	<b>274</b>																
202B-W1-1020	202B WS1 - BLTS - Site Establishment	0	21-Aug-20 A	19-Sep-20 A																	
202B-W1-1050	202B WS1 - BLTS - Remove PFAS & Asbestos Contaminated Mat	0	15-Oct-20 A	24-Oct-20 A																	

Actual Work Remaining Work Critical Remaining Work Milestone

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
202B-W1-1090	202B WS1 - BLTS - Retaining Wall - Piling and Capping Beam Inc.	0	26-Oct-20 A	20-Apr-21 A																			
202B-W1-1130	202B WS1 - BLTS - Earthworks - Remove Clean with PFAS Materia	0	15-Dec-20 A	24-Jul-21 A																			
202B-W1-1150	202B WS1 - BLTS - Pavement Construction - Up to Class 4	0	18-Dec-20 A	11-Aug-21 A																			
202B-W1-1400	202B WS1 - BLTS - Construct New Haul Road & Excavate for OSP	0	15-Feb-21 A	02-Mar-21 A																			
202B-W1-1220	202B WS1 - BLTS - ITS Conduits & Light Pole Foundations	0	26-Mar-21 A	07-Aug-21 A																			
202B-W1-1170	202B WS1 - BLTS - Drainage Install	0	26-Mar-21 A	09-Aug-21 A																			
202B-W1-1180	202B WS1 - BLTS - Noise Wall and Gantry Foundation Piling	0	30-Mar-21 A	29-May-21 A																			
202B-W1-1200	202B WS1 - BLTS - FRP Gantry Foundations - GT-295-12 & GT-291	0	11-May-21 /	26-May-21 A																			
202B-W1-1100	202B WS1 - BLTS - Retaining Wall - Excavation & Shotcrete	0	11-May-21 /	05-Jun-21 A																			
202B-W1-1300	202B WS1 - BLTS - Subsoil Drainage & CT	0	06-Aug-21 A	25-Aug-21 A																			
202B-W1-1310	202B WS1 - BLTS - Install Barriers	0	16-Aug-21 A	08-Oct-21 A																			
202B-W1-1420	202B WS1 - BLTS - Asphalt - Type SF & SI Layer 1	0	09-Sep-21 A	14-Sep-21 A																			
202B-W1-1360	202B WS1 - BLTS - Asphalt - SI Layer 2 After Tunnel Works	5	20-Oct-21 A	26-Oct-21	274																		
<b>202B West - WGF Stage 2 - Centre Median Works - Kyle Road to Muirs St.</b>		<b>0</b>	<b>14-Sep-20 A</b>	<b>08-Sep-21 A</b>																			
202B-W2-1000	202B WS2 - Centre Median - Zone 7 & 8 - Site Establishment - PF/	0	14-Sep-20 A	19-Nov-20 A																			
202B-W2-1010	202B WS2 - Centre Median - Zone 8 - Earthworks (stockpile PFAS)	0	20-Nov-20 A	18-Dec-20 A																			
202B-W2-1020	202B WS2 - Centre Median - Zone 8 - Pavement Construction	0	19-Jan-21 A	01-Feb-21 A																			
202B-W2-1030	202B WS2 - Centre Median - Zone 7 - Earthworks - Remove Clean	0	03-Feb-21 A	05-Mar-21 A																			
202B-W2-1040	202B WS2 - Centre Median - Zone 7 - Pavement Construction	0	15-Mar-21 A	20-Apr-21 A																			
202B-W2-1050	202B WS2 - Centre Median - Zone 7 & 8 - Drainage & TIRTL Cross	0	19-Apr-21 A	27-Apr-21 A																			
202B-W2-1070	202B WS2 - Centre Median - Zone 7 & 8 - CT & Asphalt	0	29-Apr-21 A	05-Jun-21 A																			
202B-W7-1120	202B WS2 - Centre Median - Zone 7 & 8 - Install IB CD Barriers	0	11-May-21 /	31-May-21 A																			
202B-W2-1120	202B WS2.2 - OB Pavement - Site Establishment	0	01-Jun-21 A	05-Jun-21 A																			
202B-W2-1080	202B WS2.2 - OB Pavement - Earthworks	0	16-Jun-21 A	02-Jul-21 A																			
202B-W2-1090	202B WS2.2 - OB Pavement - Pavement Construction - EPA mate	0	05-Jul-21 A	27-Jul-21 A																			
202B-W2-1100	202B WS2.2 - OB Pavement - Drainage & TIRTL Crossings	0	29-Jul-21 A	11-Aug-21 A																			
202B-W2-1130	202B WS2.2 - OB Pavement - Install OB CD Split Level Barriers	0	17-Aug-21 A	30-Aug-21 A																			
202B-W2-1110	202B WS2.2 - OB Pavement - CT & Asphalt	0	31-Aug-21 A	08-Sep-21 A																			
<b>202B West - WGF Stage 3 - Inbound Pavement Reconstruction &amp; IB CD Barrier - M2 Ramp to Ne</b>		<b>107</b>	<b>28-Oct-21</b>	<b>06-May-22</b>	<b>276</b>																		
202B-W5-1000	202B WS3 - M2 to Newport - Traffic Switch Inc. Temp. Asphalt	9	28-Oct-21	13-Nov-21	274																		
202B-W2-1060	202B WS3 - M2 to Newport - Gantry Foundation GT486-14	18	15-Nov-21	10-Dec-21	356																		
202B-W5-1100	202B WS3 - M2 to Newport - M2 Ramp Traffic Switch	2	23-Nov-21	24-Nov-21	276																		
202B-W5-1020	202B WS3 - M2 to Newport - Earthworks - Profiling & Excavation	21	25-Nov-21	11-Jan-22	276																		
202B-W5-1040	202B WS3 - M2 to Newport - Pavement - Subgrade; Capping & Tyj	20	12-Jan-22	11-Feb-22	276																		
202B-W5-1030	202B WS3 - M2 to Newport - Drainage; Drainage Grouting & ITS C	10	14-Feb-22	28-Feb-22	276																		
202B-W5-1110	202B WS3 - M2 to Newport - Pavement - Subsoil & CT Placement	8	01-Mar-22	09-Mar-22	276																		
202B-W7-1020	202B WS3 - M2 to Newport - Slipform IB CD Barriers	24	10-Mar-22	14-Apr-22	276																		
202B-W5-1050	202B WS3 - M2 to Newport - Asphalt - SI & SF Layers	8	26-Apr-22	06-May-22	276																		
<b>202B West - WGF Stage 3 - Inbound Pavement Reconstruction &amp; IB CD Barrier - Newport to W1</b>		<b>86</b>	<b>15-Nov-21</b>	<b>08-Apr-22</b>	<b>280</b>																		
202B-W5-1120	202B WS3 - Newport to W1 - Earthworks - Profiling & Excavation	18	15-Nov-21	10-Dec-21	280																		
202B-W5-1130	202B WS3 - Newport to W1 - Pavement - Subgrade; Capping & Tyj	14	11-Dec-21	15-Jan-22	280																		
202B-W5-1140	202B WS3 - Newport to W1 - Drainage; Drainage Grouting & ITS C	10	17-Jan-22	03-Feb-22	280																		
202B-W7-1140	202B WS3 - Newport to W1 - Northern Verge Barriers - Inc. MPL Fc	16	04-Feb-22	28-Feb-22	280																		
202B-W5-1150	202B WS3 - Newport to W1 - Pavement - Subsoil & CT Placement	8	01-Mar-22	09-Mar-22	280																		
202B-W7-1130	202B WS3 - Newport to W1 - Barriers	12	10-Mar-22	29-Mar-22	280																		
202B-W5-1160	202B WS3 - Newport to W1 - Asphalt - SI & SF Layers	8	30-Mar-22	08-Apr-22	280																		
<b>202B West - WGF Stage 4 (Phase 1) - Outbound Pavement &amp; Median Barrier - Newport to Muir</b>		<b>72</b>	<b>02-Jun-22</b>	<b>21-Sep-22</b>	<b>570</b>																		
202B-W4-1000	202B WS4 - Kyle to Muir - Traffic Switch	7	02-Jun-22	10-Jun-22	274																		

Actual Work Remaining Work Critical Remaining Work Milestone

WGTP Reset Program
Full Detail



Table with columns: Activity ID, Activity Name, Remaining Duration, Start, Finish, Total Float, and quarterly breakdowns for 2022, 2023, 2024, and 2025. It lists various construction activities such as earthworks, pavement, and drainage.

Legend: Actual Work (blue), Remaining Work (green), Critical Remaining Work (red), Milestone (diamond)



WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>202B East - WGF Stage 2 - Temp. Pavement East of Williamstown Road</b>																						
202B-E1-1080	202B ES2 - Temp. Pavement East of Williamstown Road	4	21-Sep-21 A	25-Oct-21	303	■																
<b>202B East - WGF Stage 2 - A1 Temp. Ramp - Summer 2022 Campaign</b>																						
202B-E1-1030	202B ES2 - A1 Temp. Ramp - Traffic Switch	3	26-Oct-21	29-Oct-21	303	■																
202B-E1-1040	202B ES2 - A1 Temp. Ramp - Earthworks	5	18-Nov-21	25-Nov-21	332	■																
202B-E2-1030	202B ES2 - A1 Temp. Ramp - Temp. L-Shaped Retaining Wall	8	26-Nov-21	07-Dec-21	341	■																
202B-E1-1060	202B ES2 - A1 Temp. Ramp - Barrier Install - On Portal Roof	10	18-Jan-22	04-Feb-22	311		■															
202B-E1-1070	202B ES2 - A1 Temp. Ramp - Asphalt - On Portal Roof	3	09-Feb-22	11-Feb-22	309		■															
<b>202B East - WGF Stage 2 - Inbound Barriers East of Williamstown Road</b>																						
202B-E2-1170	202B ES3 - Williamstown East - Barrier Piling	15	18-Nov-21	10-Dec-21	580	■																
202B-E1-1100	202B ES3 - Williamstown East - FRP Barrier RPL Foundations	18	22-Dec-21	05-Feb-22	572	■	■															
202B-E1-1110	202B ES3 - Williamstown East - Install RPL Barriers	5	15-Jan-22	21-Jan-22	580		■															
202B-E1-1150	202B ES3 - Williamstown East - Drainage	5	08-Feb-22	14-Feb-22	572		■															
202B-E1-1120	202B ES3 - Williamstown East - Pavement Construction	4	15-Feb-22	19-Feb-22	572		■															
202B-E1-1130	202B ES3 - Williamstown East - Install TL4 Barriers	3	12-May-22	16-May-22	524			■														
202B-E1-1140	202B ES3 - Williamstown East - Asphalt - SI & SF Layers	3	17-May-22	20-May-22	524			■														
<b>202B East - WGF Stage 2 - Inbound WGF Works - Summer 2022 Campaign</b>																						
202B-E1-1200	202B ES3 - IB WGF Campaign 2022 - Stage 1 Traffic Setup	1	11-Jan-22*	11-Jan-22	349		■															
202B-E1-1050	202B ES3 - IB WGF Campaign 2022 - Pavement Construction - St	5	12-Jan-22	17-Jan-22	363		■															
202B-E1-1160	202B ES3 - IB WGF Campaign 2022 - Asphalt - Stage 1	1	09-Feb-22	09-Feb-22	349		■															
202B-E1-1170	202B ES3 - IB WGF Campaign 2022 - Stage 2 Traffic Setup	1	10-Feb-22	10-Feb-22	349		■															
202B-E1-1180	202B ES3 - IB WGF Campaign 2022 - Pavement Construction - St	5	11-Feb-22	16-Feb-22	356		■															
202B-E1-1190	202B ES3 - IB WGF Campaign 2022 - Asphalt - Stage 2	1	26-Feb-22	26-Feb-22	349		■															
<b>202B East - WGF Stage 2 - A1 Ramp Works - North of ISP - Summer 2022 Campaign</b>																						
202B-E1-1210	202B ES3 - A1 Ramp - W1 Ramp Closure	1	11-Jan-22*	11-Jan-22	359		■															
202B-E2-1180	202B ES3 - A1 Ramp - Gantry Foundation - Piling & FRP - GT-202-	11	12-Jan-22	28-Jan-22	365		■															
202B-E2-1000	202B ES3 - A1 Ramp - Earthworks - Excavation	5	12-Jan-22	17-Jan-22	361		■															
202B-E2-1040	202B ES3 - A1 Ramp - Pavement - Subgrade; Capping & Type AS	5	18-Jan-22	27-Jan-22	361		■															
202B-E2-1020	202B ES3 - A1 Ramp - Drainage & ITS Conduits	5	28-Jan-22	02-Feb-22	361		■															
202B-E2-1060	202B ES3 - A1 Ramp - Pavement - Subsoil & CT Placement	4	03-Feb-22	08-Feb-22	361		■															
202B-E2-1100	202B ES3 - A1 Ramp - Asphalt - SI & SF Layers	3	09-Feb-22	11-Feb-22	362		■															
<b>202B East - WGF Stage 2 - W1 Ramp Works - West - Summer 2022 Campaign</b>																						
202B-E2-1250	202B ES3 - W1 Ramp West - Earthworks - Profiling & Excavation	5	12-Jan-22	17-Jan-22	361		■															
202B-E2-1260	202B ES3 - W1 Ramp West - Pavement - Subgrade; Capping & Ty	5	18-Jan-22	27-Jan-22	361		■															
202B-E2-1280	202B ES3 - W1 Ramp West - Drainage & ITS Conduits	5	28-Jan-22	02-Feb-22	361		■															
202B-E2-1290	202B ES3 - W1 Ramp West - Pavement - Subsoil & CT Placement	5	03-Feb-22	09-Feb-22	361		■															
202B-E2-1300	202B ES3 - W1 Ramp West - Asphalt - SI & SF Layers	3	10-Feb-22	12-Feb-22	361		■															
<b>202B East - WGF Stage 2 - Inbound Pavement Against IB Portal Wall</b>																						
202B-E2-1010	202B ES2 - Inbound Pavement - Earthworks	8	01-Mar-22	09-Mar-22	299		■															
202B-E2-1050	202B ES2 - Inbound Pavement - Drainage & ITS Conduits	14	10-Mar-22	31-Mar-22	299		■															
202B-E2-1070	202B ES2 - Inbound Pavement - Pavement	26	01-Apr-22	19-May-22	299		■	■														
202B-E2-1080	202B ES2 - Inbound Pavement - Barrier Install	29	20-May-22	04-Jul-22	299		■	■	■													
202B-E2-1090	202B ES2 - Inbound Pavement - Asphalt	5	05-Jul-22	12-Jul-22	299		■															
<b>202B East - WGF Stage 3 - Outbound Pavement Reconstruction</b>																						
202B-E3-1000	202B ES3 - Outbound Pavement - Site Establishment	12	13-Jul-22	29-Jul-22	299			■														
202B-E3-1010	202B ES3 - Outbound Pavement - Earthworks	10	01-Aug-22	15-Aug-22	299			■														
202B-E3-1020	202B ES3 - Outbound Pavement - Barrier Footing	31	16-Aug-22	04-Oct-22	299			■	■													
202B-E3-1030	202B ES3 - Outbound Pavement - Drainage & ITS Conduits	14	05-Oct-22	22-Oct-22	299			■														

Actual Work    Critical Remaining Work  
Remaining Work    Milestone

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
202B-E3-1040	202B ES3 - Outbound Pavement - Pavement	15	24-Oct-22	18-Nov-22	299																		
202B-E3-1050	202B ES3 - Outbound Pavement - Barrier Install	15	21-Nov-22	10-Dec-22	299																		
202B-E3-1060	202B ES3 - Outbound Pavement - Asphalt	7	12-Dec-22	20-Dec-22	299																		
<b>202B East - WGF Stage 4 - Inbound Pavement Reconstruction (Ch. 208,360 - 208,500)</b>		<b>49</b>	<b>21-Dec-22</b>	<b>24-Mar-23</b>	<b>299</b>																		
202B-E4-1000	202B ES4 - Inbound Pavement - Site Establishment	12	21-Dec-22	24-Jan-23	299																		
202B-E4-1010	202B ES4 - Inbound Pavement - Earthworks	7	25-Jan-23	06-Feb-23	299																		
202B-E4-1020	202B ES4 - Inbound Pavement - Drainage & ITS Conduits	14	07-Feb-23	28-Feb-23	299																		
202B-E4-1030	202B ES4 - Inbound Pavement - Pavement	11	01-Mar-23	16-Mar-23	299																		
202B-E4-1040	202B ES4 - Inbound Pavement - Asphalt	5	17-Mar-23	24-Mar-23	299																		
<b>202B East - WGF Stage 4b - Inbound Pavement Reconstruction (Ch. 208,400 - 208,970)</b>		<b>44</b>	<b>25-Mar-23</b>	<b>01-Jun-23</b>	<b>299</b>																		
202B-E4-1050	202B ES4b - Inbound Pavement - Site Establishment	5	25-Mar-23	30-Mar-23	299																		
202B-E4-1060	202B ES4b - Inbound Pavement - Earthworks	5	31-Mar-23	06-Apr-23	299																		
202B-E4-1070	202B ES4b - Inbound Pavement - Drainage & ITS Conduits	8	13-Apr-23	21-Apr-23	299																		
202B-E4-1080	202B ES4b - Inbound Pavement - Pavement	16	26-Apr-23	18-May-23	299																		
202B-E4-1090	202B ES4b - Inbound Pavement - Barrier Install	5	19-May-23	25-May-23	299																		
202B-E4-1100	202B ES4b - Inbound Pavement - Asphalt	5	26-May-23	01-Jun-23	299																		
<b>202B East - WGF Stage 4 - A1 Ramp</b>		<b>36</b>	<b>30-May-24</b>	<b>25-Jul-24</b>	<b>45</b>																		
202B-E4-1110	202B ES4 - A1 Ramp - Earthworks inc. removal of temp. retaining v	9	30-May-24	13-Jun-24	45																		
202B-E4-1130	202B ES4 - A1 Ramp - Pavement	12	14-Jun-24	02-Jul-24	45																		
202B-E4-1120	202B ES4 - A1 Ramp - Gantry Foundation	11	14-Jun-24	01-Jul-24	46																		
202B-E4-1140	202B ES4 - A1 Ramp - Barrier Install	5	04-Jul-24	10-Jul-24	45																		
202B-E4-1150	202B ES4 - A1 Ramp - Noise Wall Acrylic	5	11-Jul-24	18-Jul-24	45																		
202B-E4-1160	202B ES4 - A1 Ramp - Asphalt	5	19-Jul-24	25-Jul-24	45																		
<b>202B East - WGF Stage 5 - Inbound Pavement Reconstruction (Ch. 208,580 - 208,970)</b>		<b>40</b>	<b>26-Jul-24</b>	<b>23-Sep-24</b>	<b>45</b>																		
202B-E5-1000	202B ES5 - Inbound Pavement - Site Establishment	6	26-Jul-24	02-Aug-24	45																		
202B-E5-1010	202B ES5 - Inbound Pavement - Earthworks	8	03-Aug-24	13-Aug-24	45																		
202B-E5-1020	202B ES5 - Inbound Pavement - Drainage & ITS Conduits	5	15-Aug-24	22-Aug-24	45																		
202B-E5-1030	202B ES5 - Inbound Pavement - Pavement	6	23-Aug-24	30-Aug-24	45																		
202B-E5-1040	202B ES5 - Inbound Pavement - Barrier Install	10	03-Sep-24	16-Sep-24	45																		
202B-E5-1050	202B ES5 - Inbound Pavement - Asphalt	5	17-Sep-24	23-Sep-24	45																		
<b>202B East - WGF Stage 6 - Outbound Pavement &amp; Drainage - Campaign</b>		<b>27</b>	<b>24-Sep-24</b>	<b>08-Nov-24</b>	<b>63</b>																		
202B-E2-1150	202B ES6 - Outbound Campaign - Earthworks	5	24-Sep-24*	03-Oct-24	49																		
202B-E2-1140	202B ES6 - Outbound Campaign - Drainage	10	04-Oct-24	18-Oct-24	60																		
202B-E2-1130	202B ES6 - Outbound Campaign - Pavement	7	19-Oct-24	29-Oct-24	63																		
202B-E2-1160	202B ES6 - Outbound Campaign - Asphalt	5	30-Oct-24	08-Nov-24	63																		
<b>202B East - WGF Stage 6 - H2 Tie In</b>		<b>45</b>	<b>24-Sep-24</b>	<b>06-Dec-24</b>	<b>45</b>																		
202B-E6-1000	202B ES6 - Outbound Pavement - Site Establishment	5	24-Sep-24	03-Oct-24	45																		
202B-E6-1010	202B ES6 - Outbound Pavement - Earthworks	5	04-Oct-24	10-Oct-24	48																		
202B-E6-1050	202B ES6 - Outbound Pavement - MPL Barrier Foundation	28	04-Oct-24	19-Nov-24	45																		
202B-E6-1020	202B ES6 - Outbound Pavement - Drainage & ITS Conduits	5	11-Oct-24	18-Oct-24	48																		
202B-E6-1030	202B ES6 - Outbound Pavement - Pavement	5	19-Oct-24	25-Oct-24	48																		
202B-E6-1040	202B ES6 - Outbound Pavement - Gantry Foundation GT495-25	10	28-Oct-24	12-Nov-24	48																		
202B-E6-1060	202B ES6 - Outbound Pavement - Barrier Install	7	20-Nov-24	27-Nov-24	45																		
202B-E6-1070	202B ES6 - Outbound Pavement - Asphalt	5	28-Nov-24	06-Dec-24	45																		
<b>202B East - WGF Stage 7 - HP Asphalt</b>		<b>18</b>	<b>07-Dec-24</b>	<b>17-Jan-25</b>	<b>45</b>																		
202B-E7-1000	202B ES7 - Inbound CD Inc. Ramps W1 & W2 - HP Asphalt	5	07-Dec-24	12-Dec-24	45																		
202B-E7-1010	202B ES7 - Inbound WGF - HP Asphalt	4	13-Dec-24	18-Dec-24	45																		
202B-E7-1020	202B ES7 - Outbound CD Inc. Ramps W3 & W4 - HP Asphalt	5	19-Dec-24	13-Jan-25	45																		

■ Actual Work     
 ■ Critical Remaining Work  
■ Remaining Work     
 ◆ Milestone

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
202B-E7-1030	202B ES7 - Outbound WGF - HP Asphalt	4	14-Jan-25	17-Jan-25	45																		
<b>202B East - WGF Stage 7 - OG Asphalt</b>		18	18-Jan-25	12-Feb-25	67																		
202B-E7-1040	202B ES7 - Inbound CD - OG Asphalt	5	18-Jan-25	23-Jan-25	48																		
202B-E7-1050	202B ES7 - Inbound WGF - OG Asphalt	4	24-Jan-25	30-Jan-25	67																		
202B-E7-1060	202B ES7 - Outbound CD - OG Asphalt	5	31-Jan-25	06-Feb-25	67																		
202B-E7-1070	202B ES7 - Outbound WGF - OG Asphalt	4	07-Feb-25	12-Feb-25	67																		
<b>Subzone 203</b>		936	12-Nov-18 A	22-May-25	129																		
<b>203 Major Utility Relocations</b>		336	12-Nov-18 A	02-Feb-23	676																		
<b>203 - Jemena Package #4</b>		14	12-Mar-19 A	02-Feb-23	676																		
203-UT-1010	203 - Jemena Package #4 Relocation - Procurement	0	12-Mar-19 A	17-May-21 A																			
203-UT-1030	203 - Jemena Package #4 Relocation - Relocation Works	10	16-Jan-23	02-Feb-23	578																		
<b>203 - Jemena Package #3</b>		118	12-Nov-18 A	04-Apr-22	476																		
203-UT-1000	203 - Jemena Package #3 Relocation - Design	31	12-Nov-18 A	03-Dec-21	512																		
203-UT-1040	203 - Jemena Package #3 Relocation - Procurement	0	01-Mar-21 A	25-Jun-21 A																			
203-UT-1080	203 - Jemena Package #3 Relocation - Simcock Stage 1-3 22kV C	0	17-May-21 ,	16-Sep-21 A																			
203-UT-1100	203 - Jemena Package #3 Relocation - DOT Access Approval (66kV	44	25-May-21 ,	22-Dec-21	448																		
203-UT-1130	203 - Jemena Package #3 Relocation - 22kV Relocation Works - N	25	11-Jan-22	18-Feb-22	398																		
203-UT-1110	203 - Jemena Package #3 Relocation - 66kV Relocation Works	30	19-Feb-22	04-Apr-22	398																		
<b>203 - MTM - Willimastown Line OHLE Modifications</b>		64	11-Feb-20 A	10-Mar-22	846																		
203-UT-1020	203 - Williamstown Rail - OHLE Modifications Design & Procuremer	0	11-Feb-20 A	31-Jul-21 A																			
203-UT-1050	203 - Williamstown Rail - OHLE Modifications Work - Switch Installa	0	02-Aug-21 A	25-Aug-21 A																			
203-UT-1170	203 - Williamstown Rail - OHLE Modifications Work - Gantry Installa	49	11-Dec-21*	10-Mar-22	713																		
<b>203 - Telstra Relocation</b>		141	11-Mar-20 A	05-May-22	665																		
203-UT-1060	203 - Telstra - West Gate/Simcock/Hyde - Design	46	11-Mar-20 A	24-Dec-21	632																		
203-UT-1070	203 - Telstra - West Gate/Simcock/Hyde - Procurement	30	08-Dec-21	27-Jan-22	632																		
203-UT-1120	203 - Telstra - Hyde Street - Protection Works	60	28-Jan-22	05-May-22	569																		
203-UT-1090	203 - Telstra - Simcock Ave - Protection Works	40	19-Feb-22	27-Apr-22	572																		
<b>203 - Mobil Protection</b>		12	28-Apr-22	16-May-22	572																		
203-UT-1140	203 - Mobil - Simcock Ave Fuel Line Removal Works	12	28-Apr-22	16-May-22	572																		
<b>203 - CWW Relocation</b>		186	06-May-20 ,	07-Jul-22	675																		
203-UT-1150	203 - CWW - Simcock Ave - 150mm Water Relocation - Design	41	06-May-20 ,	17-Dec-21	722																		
203-UT-1160	203 - CWW - Simcock Ave - 150mm Water Relocation Works	40	06-May-22	07-Jul-22	569																		
<b>Bridge 30 - Ramp H1 - Hyde St Eastbound Exit Ramp</b>		608	24-Apr-20 A	30-Jul-24	291																		
<b>Bridge 30 - H1 Ramp - Site Establishment &amp; Bulk Earthworks</b>		127	02-Dec-20 A	07-Jun-22	476																		
203-B30-1020	Bridge 30 - Site Establishment - Piers B30-P10N to B30-P17	0	02-Dec-20 A	18-Jun-21 A																			
203-B30-1010	Bridge 30 - Site Establishment - Piers B30-P2 to B30-P11S [subject	0	02-Dec-20 A	16-Feb-21 A																			
202B-E1-1090	Bridge 30 - Site Establishment - Crane Pad Prep B30-P3 to B30-P5	10	04-Nov-21	17-Nov-21	332																		
203-B30-1130	Bridge 30 - Site Establishment - Stage 2 Access Track (between B3	49	17-Jan-22	01-Apr-22	373																		
203-B30-2600	Bridge 30 - Earthworks - Abutment AB to AC - Fill to Underside of Pa	10	26-May-22	07-Jun-22	476																		
<b>Bridge 30 - H1 Ramp - Inground Drainage</b>		175	24-Mar-22	12-Jan-23	532																		
203-B30-2720	Bridge 30 - Drainage - Marsh - Hyde Street - Biofilter & Line 200.28	25	24-Mar-22	06-May-22	682																		
203-B30-2690	Bridge 30 - Drainage - Stony Creek South - Biofilter	10	19-Oct-22	04-Nov-22	398																		
203-B30-2700	Bridge 30 - Drainage - Hall Street - Swale Construction	10	07-Nov-22	21-Nov-22	398																		
203-B30-2610	Bridge 30 - Drainage - Abutment AB to AC - Stony Creek - Biofilter &	25	22-Nov-22	12-Jan-23	398																		
<b>Bridge 30 - H1 Ramp - Retaining Walls</b>		567	18-Nov-21	21-Jun-24	127																		
203-B30-1430	Bridge 30 - Temp. Works Soil Nail Wall - Piers B30-P1 - Pending Tu	45	18-Nov-21	11-Feb-22	382																		
203-B30-1070	Bridge 30 - FRP Retaining Wall In.c. Upstand Wall - Abutment AB to	28	05-Apr-22	25-May-22	476																		
203-B30-1400	Bridge 30 - RSS Wall Construction RW-EB-02 - Span 1	15	30-May-24	21-Jun-24	127																		

Actual Work Remaining Work Critical Remaining Work Milestone



### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
<b>Bridge 30 - H1 Ramp - Bored Piles</b>						36	24-Apr-20 A	15-Dec-21	363																
203-B30-1000	Bridge 30 - Piling - Piers B30-P18 to B30-P29 & RP1 to RP4	0	24-Apr-20 A	14-Aug-20 A																					
203-B30-1050	Bridge 30 - Piling - Piers B30-P2 to B30-P11S	0	01-Mar-21 A	27-May-21 A																					
203-B30-1060	Bridge 30 - Piling - Piers B30-P10N to B30-P17	0	21-Jun-21 A	14-Oct-21 A																					
203-B30-1450	Bridge 30 - Piling - Pier B30-P11N	16	14-Sep-21 A	16-Nov-21	363	█																			
203-B30-1460	Bridge 30 - Piling - Pier B30-P12N	20	17-Nov-21	15-Dec-21	363	█																			
<b>Bridge 30 - H1 Ramp - Driven Piles</b>						10	14-Feb-22	28-Feb-22	382																
203-B30-1370	Bridge 30 - Piling - Pier B30-P1	10	14-Feb-22	28-Feb-22	382		█																		
<b>Bridge 30 - H1 Ramp - Abutments</b>						67	02-Aug-21 A	19-Feb-22	702																
203-B30-1480	Bridge 30 - VicRoads Fence Removal Delay	15	02-Aug-21 A	15-Nov-21	419	█																			
203-B30-1090	Bridge 30 - Abutments B30-AC FRP works	0	19-Aug-21 A	16-Oct-21 A		█																			
203-B30-1750	Bridge 30 - Abutments B30-AE FRP works	15	07-Oct-21 A	15-Nov-21	461	█																			
203-B30-1470	Bridge 30 - Abutments B30-AB FRP works	24	16-Nov-21	20-Dec-21	419	█																			
203-B30-1490	Bridge 30 - Abutments B30-AD FRP Wing Walls	10	05-Feb-22	19-Feb-22	702		█																		
<b>Bridge 30 - H1 Ramp - Gantry Foundations</b>						99	16-Dec-21	09-Jun-22	578																
203-B30-2590	Bridge 30 - FRP Gantry Foundation - GT-203-450-23 - North	20	16-Dec-21	03-Feb-22	657		█																		
203-B30-2490	Bridge 30 - FRP Gantry Foundation - GT-203-450-23 - South	20	12-May-22	09-Jun-22	578			█																	
<b>Bridge 30 - H1 Ramp - Pile Caps</b>						74	29-Sep-20 A	12-Apr-22	363																
203-B30-1030	Bridge 30 - Pile caps; Columns & Crosshead - B30-P29 to B30-AD	0	29-Sep-20 A	12-Mar-21 A		█																			
203-B30-1500	Bridge 30 - Pile Cap - Pier B30-P9 - Inc. Sheet Piles & TWD Delay	42	14-Sep-21 A	25-Feb-22	367	█																			
203-B30-1520	Bridge 30 - Pile Cap - Pier B30-P12N	41	14-Feb-22	12-Apr-22	363		█																		
<b>Bridge 30 - H1 Ramp - Pier Columns</b>						119	06-Nov-20 A	17-May-22	363																
203-B30-1080	Bridge 30 - FRP Columns - Piers B30-P18 to B30-P28	0	06-Nov-20 A	17-Sep-21 A		█																			
203-B30-1140	Bridge 30 - Pile Caps; Columns & Crossheads - Piers B30-P2 to B3	0	12-Apr-21 A	07-Oct-21 A		█																			
203-B30-1850	Bridge 30 - FRP Column - Pier B30-RP2	16	12-Oct-21 A	16-Nov-21	374	█																			
203-B30-1840	Bridge 30 - FRP Column - Pier B30-RP1	16	17-Nov-21	10-Dec-21	374	█																			
203-B30-1860	Bridge 30 - FRP Column - Pier B30-RP3	16	11-Dec-21	18-Jan-22	390	█																			
203-B30-1120	Bridge 30 - FRP Column - Pier B30-P10N	16	16-Dec-21	28-Jan-22	363	█																			
203-B30-2360	Bridge 30 - FRP Column - Pier B30-P11N	16	17-Jan-22	11-Feb-22	363	█																			
203-B30-1870	Bridge 30 - FRP Column - Pier B30-RP4	16	20-Jan-22	15-Feb-22	390	█																			
203-B30-1510	Bridge 30 - FRP Column - Pier B30-P9	16	28-Feb-22	22-Mar-22	367	█																			
203-B30-1550	Bridge 30 - FRP Column - Pier B30-P12N	16	14-Apr-22	17-May-22	363		█																		
<b>Bridge 30 - H1 Ramp - Insitu Crossheads</b>						147	29-Jun-21 A	30-Jun-22	371																
203-B30-1170	Bridge 30 - FRP Crossheads - Piers B30-P16 to B30-P17	0	29-Jun-21 A	14-Sep-21 A		█																			
203-B30-1690	Bridge 30 - FRP Crossheads - Pier B30-P18	10	02-Aug-21 A	08-Nov-21	373	█																			
203-B30-2030	Bridge 30 - FRP Crossheads - Pier B30-P8	26	08-Sep-21 A	30-Nov-21	381	█																			
203-B30-1680	Bridge 30 - FRP Crossheads - Government Shutdown Delay	0	21-Sep-21 A	04-Oct-21 A		█																			
203-B30-1650	Bridge 30 - FRP Crossheads - Pier B30-P15	9	07-Oct-21 A	05-Nov-21	378	█																			
203-B30-2000	Bridge 30 - FRP Crossheads - Pier B30-P7	16	08-Nov-21	29-Nov-21	378	█																			
203-B30-1720	Bridge 30 - FRP Crossheads - Pier B30-P28	26	09-Nov-21	15-Dec-21	373	█																			
203-B30-1640	Bridge 30 - FRP Crossheads - Pier B30-P14	26	30-Nov-21	27-Jan-22	383	█																			
203-B30-1630	Bridge 30 - FRP Crossheads - Pier B30-P13	26	01-Dec-21	28-Jan-22	466	█																			
203-B30-1880	Bridge 30 - FRP Crossheads - Pier B30-RP1	16	11-Dec-21	18-Jan-22	374	█																			
203-B30-1890	Bridge 30 - FRP Crossheads - Pier B30-RP2	16	20-Jan-22	15-Feb-22	374	█																			
203-B30-2540	Bridge 30 - FRP Crossheads - Pier B30-P11	16	15-Feb-22	08-Mar-22	431		█																		
203-B30-2530	Bridge 30 - FRP Crossheads - Pier B30-P10	16	17-Feb-22	09-Mar-22	420		█																		
203-B30-1900	Bridge 30 - FRP Crossheads - Pier B30-RP3	16	17-Feb-22	09-Mar-22	374		█																		
203-B30-1380	Bridge 30 - FRP Crossheads - Pier B30-P1	40	01-Mar-22	06-May-22	382		█																		

█ Actual Work     █ Critical Remaining Work  
█ Remaining Work     ◆ Milestone

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
203-B30-1910	Bridge 30 - FRP Crossheads - Pier B30-RP4	16	10-Mar-22	04-Apr-22	374																		
203-B30-1240	Bridge 30 - FRP Crossheads - Pier B30-P9	28	24-Mar-22	11-May-22	367																		
203-B30-1560	Bridge 30 - FRP Crossheads - Pier B30-P12N	28	19-May-22	30-Jun-22	363																		
<b>Bridge 30 - H1 Ramp - Precast Crossheads</b>		<b>2</b>	<b>14-Feb-22</b>	<b>15-Feb-22</b>	<b>420</b>																		
203-B30-2510	Bridge 30 - Install Precast Crosshead - Span 11	1	14-Feb-22	14-Feb-22	420																		
203-B30-2500	Bridge 30 - Install Precast Crosshead - Span 10	1	15-Feb-22	15-Feb-22	420																		
<b>Bridge 30 - H1 Ramp - Post Tensioning</b>		<b>130</b>	<b>09-Mar-22</b>	<b>06-Oct-22</b>	<b>363</b>																		
203-B30-2520	Bridge 30 - Crossheads Post Tensioning - Piers B30-P11 - Stage 1	10	09-Mar-22	25-Mar-22	431																		
203-B30-1290	Bridge 30 - Crossheads Post Tensioning - Piers B30-P10 - Stage 1	10	28-Mar-22	08-Apr-22	420																		
203-B30-1320	Bridge 30 - Crosshead & Beam Post Tensioning - Piers B30-P10 &	42	02-Aug-22	06-Oct-22	363																		
<b>Bridge 30 - H1 Ramp - Restraint Blocks, Bearings &amp; Pedestals</b>		<b>157</b>	<b>21-Oct-21</b>	<b>15-Jul-22</b>	<b>371</b>																		
203-B30-1700	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	21-Oct-21	08-Nov-21	448																		
203-B30-1660	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	26-Oct-21	13-Nov-21	435																		
203-B30-1760	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Abutment B30	10	16-Nov-21	29-Nov-21	461																		
203-B30-2010	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	30-Nov-21	14-Dec-21	378																		
203-B30-2040	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	01-Dec-21	15-Dec-21	381																		
203-B30-1730	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	16-Dec-21	15-Jan-22	373																		
203-B30-1780	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Abutment B30	10	21-Dec-21	20-Jan-22	419																		
203-B30-1920	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	20-Jan-22	05-Feb-22	428																		
203-B30-1610	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	28-Jan-22	10-Feb-22	383																		
203-B30-1590	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	31-Jan-22	11-Feb-22	466																		
203-B30-2570	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	15-Feb-22	01-Mar-22	437																		
203-B30-1940	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	17-Feb-22	02-Mar-22	413																		
203-B30-2550	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	10-Mar-22	26-Mar-22	420																		
203-B30-1960	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	10-Mar-22	26-Mar-22	391																		
203-B30-1980	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	05-Apr-22	27-Apr-22	374																		
203-B30-1530	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	12-May-22	26-May-22	395																		
203-B30-1570	Bridge 30 - Restraint Blocks; Pedestals & Bearings - Crosshead B3i	10	01-Jul-22	15-Jul-22	363																		
<b>Bridge 30 - H1 Ramp - Super-T Girders</b>		<b>167</b>	<b>19-Oct-21 A</b>	<b>01-Aug-22</b>	<b>732</b>																		
203-B30-1220	Bridge 30 - Beam Install - Span 30 - 6No.	0	19-Oct-21 A	20-Oct-21 A																			
203-B30-1100	Bridge 30 - Beam Install - Span 31 - 6No.	2	21-Oct-21	22-Oct-21	366																		
203-B30-2350	Bridge 30 - Beam Install - Span 32 - 6No.	2	23-Oct-21	25-Oct-21	366																		
203-B30-2080	Bridge 30 - Beam Install - Span 4 - 5No.	1	15-Dec-21	15-Dec-21	378																		
203-B30-2090	Bridge 30 - Beam Install - Span 5 - 5No.	1	16-Dec-21	16-Dec-21	378																		
203-B30-2100	Bridge 30 - Beam Install - Span 6 - 5No.	1	17-Dec-21	17-Dec-21	378																		
203-B30-2110	Bridge 30 - Beam Install - Span 7 - 5No.	1	20-Dec-21	20-Dec-21	378																		
203-B30-2120	Bridge 30 - Beam Install - Span 8 - 5No.	1	21-Dec-21	21-Dec-21	378																		
203-B30-2160	Bridge 30 - Beam Install - Span 14 - 6No.	2	17-Feb-22	18-Feb-22	383																		
203-B30-2180	Bridge 30 - Beam Install - Span 15 - 6No.	2	19-Feb-22	22-Feb-22	383																		
203-B30-2170	Bridge 30 - Beam Install - Span 16 - 6No.	2	23-Feb-22	24-Feb-22	383																		
203-B30-1210	Bridge 30 - Beam Install - Span 17 - 6No.	2	25-Feb-22	28-Feb-22	383																		
203-B30-2190	Bridge 30 - Beam Install - Span 18 - 6No. Rail Occupation	2	04-Mar-22	05-Mar-22	383																		
203-B30-2300	Bridge 30 - Beam Install - Span 29 - 6No.	2	04-Apr-22	05-Apr-22	373																		
203-B30-2290	Bridge 30 - Beam Install - Span 28 - 6No.	2	06-Apr-22	07-Apr-22	373																		
203-B30-2280	Bridge 30 - Beam Install - Span 27 - 6No.	2	08-Apr-22	09-Apr-22	373																		
203-B30-2270	Bridge 30 - Beam Install - Span 26 - 6No.	2	11-Apr-22	12-Apr-22	373																		
203-B30-2260	Bridge 30 - Beam Install - Span 25 - 6No.	2	14-Apr-22	26-Apr-22	373																		
203-B30-2250	Bridge 30 - Beam Install - Span 24 - 6No.	2	27-Apr-22	28-Apr-22	373																		

■ Actual Work     
 ■ Critical Remaining Work  
■ Remaining Work     
 ◆ Milestone



WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
203-B30-2320	Bridge 30 - Beam Install - Span RP4 - 2No.	1	29-Apr-22	29-Apr-22	373																
203-B30-2310	Bridge 30 - Beam Install - Span RP3 - 2No.	1	02-May-22	02-May-22	373																
203-B30-2240	Bridge 30 - Beam Install - Span 23 - 6No.	2	03-May-22	05-May-22	373																
203-B30-2230	Bridge 30 - Beam Install - Span 22 - 6No.	2	06-May-22	07-May-22	373																
203-B30-2340	Bridge 30 - Beam Install - Span RP1 - 2No.	1	10-May-22	10-May-22	373																
203-B30-2330	Bridge 30 - Beam Install - Span RP2 - 2No.	1	11-May-22	11-May-22	373																
203-B30-2220	Bridge 30 - Beam Install - Span 21 - 6No.	2	12-May-22	13-May-22	373																
203-B30-2210	Bridge 30 - Beam Install - Span 20 - 6No.	2	16-May-22	17-May-22	373																
203-B30-2200	Bridge 30 - Beam Install - Span 19 - 6No.	2	19-May-22	20-May-22	373																
203-B30-1390	Bridge 30 - Beam Install - Span 2 - 6No.	2	21-May-22	24-May-22	373																
203-B30-1200	Bridge 30 - Beam Install - Span 3 - 4No.	2	25-May-22	26-May-22	774																
203-B30-1250	Bridge 30 - Beam Install - Span 9 - 6No.	2	18-Jul-22	19-Jul-22	363																
203-B30-2130	Bridge 30 - Beam Install - Span 10 - 6No.	2	21-Jul-22	22-Jul-22	363																
203-B30-2140	Bridge 30 - Beam Install - Span 11 - 6No.	2	23-Jul-22	26-Jul-22	363																
203-B30-2150	Bridge 30 - Beam Install - Span 12 - 6No.	2	27-Jul-22	28-Jul-22	363																
203-B30-1270	Bridge 30 - Beam Install - Span 13 - 6No.	2	29-Jul-22	01-Aug-22	363																
<b>Bridge 30 - H1 Ramp - Planks</b>		<b>6</b>	<b>08-Nov-21</b>	<b>15-Nov-21</b>	<b>361</b>																
203-B30-2060	Bridge 30 - Beam Install - Span 35 Planks - 10No.	2	08-Nov-21*	09-Nov-21	361																
203-B30-2070	Bridge 30 - Beam Install - Span 34 Planks - 11No.	2	11-Nov-21	12-Nov-21	361																
203-B30-1110	Bridge 30 - Beam Install - Span 33 Planks - 11No.	2	13-Nov-21	15-Nov-21	361																
<b>Bridge 30 - H1 Ramp - Diaphragms</b>		<b>20</b>	<b>09-Dec-21</b>	<b>21-Jan-22</b>	<b>412</b>																
203-B30-2640	Bridge 30 - Diaphragm FRP - Spans 31 - 35	20	09-Dec-21	21-Jan-22	412																
<b>Bridge 30 - H1 Ramp - Bridge Deck</b>		<b>231</b>	<b>16-Nov-21</b>	<b>01-Dec-22</b>	<b>402</b>																
203-B30-1160	Bridge 30 - Deck FRP - Spans 30 - 35	42	16-Nov-21	04-Feb-22	361																
203-B30-1230	Bridge 30 - Deck FRP - Spans 4 - 8	42	05-Feb-22	07-Apr-22	361																
203-B30-1260	Bridge 30 - Deck FRP - Spans 14 - 18	35	08-Apr-22	07-Jun-22	361																
203-B30-2630	Bridge 30 - SUP Deck FRP - Spans 1 - 4	30	12-May-22	28-Jun-22	503																
203-B30-2370	Bridge 30 - Deck FRP - Span 2 - 3	21	25-May-22	25-Jun-22	373																
203-B30-1310	Bridge 30 - Deck FRP - Spans 19 - 29	77	09-Jun-22	08-Oct-22	361																
203-B30-1350	Bridge 30 - Deck FRP - Spans 9 - 13	35	10-Oct-22	01-Dec-22	361																
<b>Bridge 30 - H1 Ramp - Approach &amp; Pavement Slabs</b>		<b>526</b>	<b>17-Feb-22</b>	<b>02-Jul-24</b>	<b>127</b>																
203-B30-2710	Bridge 30 - FRP Approach Slab - Abutment AD	12	17-Feb-22	04-Mar-22	584																
203-B30-2670	Bridge 30 - FRP Approach Slab - Abutment AE	12	29-Jun-22	15-Jul-22	503																
203-B30-2660	Bridge 30 - FRP Approach Slab - Abutment AC	12	10-Oct-22	25-Oct-22	376																
203-B30-2650	Bridge 30 - FRP Approach Slab - Abutment AB	12	10-Oct-22	25-Oct-22	376																
203-B30-2620	Bridge 30 - FRP Pavement Slabs - Abutment AB to AC	25	10-Oct-22	18-Nov-22	399																
203-B30-2460	Bridge 30 - FRP Approach & Pavement Slabs - Span 1	6	25-Jun-24	02-Jul-24	127																
<b>Bridge 30 - H1 Ramp - Civil Pavement Works</b>		<b>35</b>	<b>13-Jan-23</b>	<b>07-Mar-23</b>	<b>398</b>																
203-B30-2680	Bridge 30 - Pavement Works Inc. Kerb; Barriers & Asphalt - Abutment	35	13-Jan-23	07-Mar-23	398																
<b>Bridge 30 - H1 Ramp - Barriers</b>		<b>538</b>	<b>05-Feb-22</b>	<b>10-Jul-24</b>	<b>127</b>																
203-B30-1190	Bridge 30 - Install & Stitch Precast Barriers - Spans 30 - 35	30	05-Feb-22	22-Mar-22	405																
203-B30-1340	Bridge 30 - Install & Stitch Precast Barriers - Spans 2 - 8	35	19-May-22	12-Jul-22	373																
203-B30-1280	Bridge 30 - Install & Stitch Precast Barriers - Spans 14 - 18	25	13-Jul-22	19-Aug-22	373																
203-B30-1330	Bridge 30 - Install & Stitch Precast Barriers - Spans 19 - 29	55	20-Aug-22	15-Nov-22	373																
203-B30-1360	Bridge 30 - Install & Stitch Precast Barriers - Spans 9 - 13	25	02-Dec-22	25-Jan-23	361																
203-B30-2470	Bridge 30 - Install & Stitch Precast Barriers - Span 1	5	04-Jul-24	10-Jul-24	127																
<b>Bridge 30 - H1 Ramp - Completions</b>		<b>496</b>	<b>07-May-22</b>	<b>30-Jul-24</b>	<b>276</b>																
203-B30-2480	Bridge 30 - FRP Maintenance Walkway	15	07-May-22	30-May-22	757																

Actual Work      Critical Remaining Work  
 Remaining Work      Milestone

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
203-B30-2410	Bridge 30 - Install Drainage - Spans 2 - 35	120	15-Jun-22	16-Dec-22	474																	
203-B30-2450	Bridge 30 - Install Expansion Joints - Spans 2 - 35	80	16-Aug-22	16-Dec-22	474																	
203-B30-2400	Bridge 30 - Install Firemain - Spans 2 - 35	60	10-Oct-22	25-Jan-23	613																	
203-B30-2380	Bridge 30 - Install ITS Conduits - Spans 2 - 35	80	10-Oct-22	28-Feb-23	404																	
203-B30-2440	Bridge 30 - Painting & Anti-Graffiti	56	31-Jan-23	27-Apr-23	361																	
203-B30-2430	Bridge 30 - Install Anti Throw Screens; Fin Balustrade; Noise Walls	60	31-Jan-23	02-May-23	399																	
203-B30-2420	Bridge 30 - Lightpole Install & Cabling - Spans 2 - 35	35	08-Mar-23	04-May-23	398																	
203-B30-2390	Bridge 30 - Install Barrier Railing - Spans 2 - 35	42	28-Apr-23	30-Jun-23	361																	
203-B30-2740	Bridge 30 - Shared User Paths & Fencing	50	04-Jul-23	15-Sep-23	375																	
203-B30-2730	Bridge 30 - Landscaping - to be detailed	90	16-Sep-23	20-Feb-24	375																	
203-B30-1410	Bridge 30 - Completions Barrier Rail; Lighting; Noise Walls; Painting	8	11-Jul-24	23-Jul-24	127																	
203-B30-1420	Bridge 30 - Final Asphalt & Linemarking	5	24-Jul-24	30-Jul-24	127																	
<b>Bridge 31 - Ramp H2 - Hyde St - Westbound On-Ramp</b>		<b>936</b>	<b>04-Dec-19 A</b>	<b>22-May-25</b>	<b>111</b>																	
<b>Bridge 31 - H2 Ramp - Site Establishment &amp; Earthworks</b>		<b>555</b>	<b>04-Dec-19 A</b>	<b>04-Oct-24</b>	<b>100</b>																	
203-B31-1020	Bridge 31 - Site Establishment - Piers B31-P5S to B31-P12	0	04-Dec-19 A	18-Sep-20 A																		
203-B31-1010	Bridge 31 - Site Establishment Works W3 Ramp	0	02-Mar-20 A	28-Aug-20 A																		
203-B31-1060	Bridge 31 - State to Provide Clean-up Notice for Socobell/Exxon Sit	0	27-Oct-20 A																			
203-B31-1540	Bridge 31 - Socobell/Exxon Site CPBJH Review of Clean-up Notice	0	28-Oct-20 A	18-Dec-20 A																		
203-B31-1550	Bridge 31 - Remove PFAS Stockpiles W3	0	02-Dec-20 A	16-Dec-20 A																		
203-B31-1070	Bridge 31 - Site Establishment - HallSt/Socobell Site	0	14-Jan-21 A	15-Jan-21 A																		
203-B31-1100	Bridge 31 - Excavation & CWW Sewer Extension	0	18-Jan-21 A	01-Jun-21 A																		
203-B31-1130	Bridge 31 - Ground Improvement; CMC Piling & Drainage - RW-200	0	28-Jan-21 A	09-Jul-21 A																		
203-B31-1700	Bridge 31 - Stephen St Embankment - Earthworks	48	05-Apr-22	25-Jun-22	398																	
203-B31-1450	Bridge 31 - Civil Enabling Works W3 Ramp - Remove Temp Pavem	6	24-Sep-24	04-Oct-24	100																	
<b>Bridge 31 - H2 Ramp - Piling</b>		<b>0</b>	<b>03-Sep-20 A</b>	<b>31-May-21 A</b>																		
203-B31-1040	Bridge 31 - Piling - Abutments AB & AC and Piers B31-P2 to B31-P	0	03-Sep-20 A	20-Oct-20 A																		
203-B31-1080	Bridge 31 - Piling - Piers B31-P5S to P12	0	12-Nov-20 A	11-Dec-20 A																		
203-B31-1090	Bridge 31 - Piling - Pier B31-P1 & B30-P2	0	15-Mar-21 A	17-Mar-21 A																		
203-B31-1180	Bridge 31 - Piling - Abutment AD & Pier B31-P13	0	22-Apr-21 A	31-May-21 A																		
<b>Bridge 31 - H2 Ramp - Retaining Walls</b>		<b>744</b>	<b>01-Sep-20 A</b>	<b>21-Mar-25</b>	<b>102</b>																	
203-B31-1050	Bridge 31 - RSS Wall up to Abutment (Inc. Temp. Retention) - RW-2	0	01-Sep-20 A	17-Dec-20 A																		
203-B31-1030	Bridge 31 - Remove PFAS Stockpiles W4	0	13-Jan-21 A	20-Jan-21 A																		
203-B31-1140	Bridge 31 - Shotcrete & Soil Nail Retaining Wall - RW-203-450-WB-4	0	01-Feb-21 A	07-May-21 A																		
203-B31-1200	Bridge 31 - RSS Completion after Abutment - RW-203-450-WB-02	0	16-Mar-21 A	31-Mar-21 A																		
203-B31-1150	Bridge 31 - RSS Wall up to Abutment - RW-203-403-05 & 06	0	13-Jul-21 A	09-Sep-21 A																		
203-B31-1400	Bridge 31 - RSS Wall Completion - RW-203-403-05 & 06	25	26-Oct-21	03-Dec-21	453																	
203-B31-1470	Bridge 31 - RSS Wall up to Abutment AC - RW-203-450-WB-03 & 0	52	05-Oct-24	24-Dec-24	100																	
203-B31-1510	Bridge 31 - RSS Wall Completion - RW-203-450-WB-03 & 04	24	14-Feb-25	21-Mar-25	102																	
<b>Bridge 31 - H2 Ramp - Inground Drainage</b>		<b>527</b>	<b>28-Jun-22</b>	<b>07-Nov-24</b>	<b>100</b>																	
203-B31-1720	Bridge 31 - Drainage - Mobil Site - Line 200.03; 200.08 and 200.09	34	28-Jun-22	18-Aug-22	398																	
203-B31-1730	Bridge 31 - Drainage - H2 Ramp Stephen St. - Line 200.11	14	19-Aug-22	07-Sep-22	398																	
203-B31-1740	Bridge 31 - Drainage - Under Westgate Bridge - Line 200.03 and 21	17	08-Sep-22	06-Oct-22	398																	
203-B31-1750	Bridge 31 - Drainage - Hall St. to Stony Creek - Line 200.20	8	07-Oct-22	18-Oct-22	398																	
203-B31-2910	Bridge 31 - Drainage - W3 Ramp - Line 200.01 & 200.02	20	05-Oct-24	07-Nov-24	100																	
<b>Bridge 31 - H2 Ramp - Abutments</b>		<b>724</b>	<b>12-Nov-20 A</b>	<b>13-Feb-25</b>	<b>100</b>																	
203-B31-1110	Bridge 31 - Abutment AB FRP	0	12-Nov-20 A	04-Feb-21 A																		
203-B31-1120	Bridge 31 - Abutment AA Piling & Sill Beam FRP	0	18-Nov-20 A	10-Mar-21 A																		
203-B31-1230	Bridge 31 - Abutment AD FRP Inc. Pile Extensions	4	10-Sep-21 A	25-Oct-21	453																	

Actual Work Remaining Work Critical Remaining Work Milestone





Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
203-B31-1560	Bridge 31 - Beam Install - Span 7	2	17-Feb-22	18-Feb-22	393		■																
203-B31-1290	Bridge 31 - Beam Install - Span 6	2	19-Feb-22	22-Feb-22	393		■																
203-B31-1590	Bridge 31 - Beam Install - Span 5	2	23-Feb-22	24-Feb-22	393		■																
203-B31-1350	Bridge 31 - Beam Install - Span 14	2	26-Mar-22	28-Mar-22	398		■																
203-B31-2880	Bridge 31 - Beam Install - Span 15	2	29-Mar-22	30-Mar-22	398		■																
203-B31-1620	Bridge 31 - Beam Install - Span 4	2	28-Feb-25	03-Mar-25	100																■		
203-B31-1490	Bridge 31 - Beam Install - Span 3	2	04-Mar-25	05-Mar-25	100																■		
<b>Bridge 31 - H2 Ramp - Deck FRP</b>		704	05-Jul-21 A	04-Apr-25	100																		
203-B31-1220	Bridge 31 - Deck FRP - Spans 1 & 2	0	05-Jul-21 A	13-Aug-21 A																			
203-B31-1390	Bridge 31 - Deck FRP - Spans 9-13	35	02-Feb-22	25-Mar-22	374		■																
203-B31-1380	Bridge 31 - Deck FRP - Spans 5-8	28	26-Mar-22	13-May-22	374		■																
203-B31-1410	Bridge 31 - Deck FRP - Spans 14-15	20	16-May-22	15-Jun-22	374		■																
203-B31-1500	Bridge 31 - Deck FRP - Spans 3-4	20	06-Mar-25	04-Apr-25	100																■		
<b>Bridge 31 - H2 Ramp - Approach &amp; Pavement Slabs</b>		737	30-Apr-21 A	15-Apr-25	102																		
203-B31-1210	Bridge 31 - Drainage Install & Strip Footing FRP - W4 Ramp	0	30-Apr-21 A	28-Jul-21 A																			
203-B31-1690	Bridge 31 - FRP Pavement Slabs - RW-203-403-05 & 06	42	07-Dec-21	25-Feb-22	453	■																	
203-B31-1760	Bridge 31 - FRP Approach Slab - B31-AD	13	16-Jun-22	05-Jul-22	374																		
203-B31-2930	Bridge 31 - FRP Pavement Slabs - RW-203-450-WB-03 & 04	18	24-Mar-25	15-Apr-25	102																■		
<b>Bridge 31 - H2 Ramp - Pavement</b>		24	29-Jul-21 A	02-Aug-22	441																		
203-B31-1250	Bridge 31 - Pavement Works - W4 Ramp	0	29-Jul-21 A	28-Aug-21 A																			
203-B31-1710	Bridge 31 - Stephen St Embankment - Pavement Works Inc. Asph	24	28-Jun-22	02-Aug-22	441																		
<b>Bridge 31 - H2 Ramp - Barriers</b>		685	14-Aug-21 A	06-May-25	100																		
203-B31-1280	Bridge 31 - Install & Stitch Precast Barriers - Spans 1-2	0	14-Aug-21 A	30-Aug-21 A																			
203-B31-1300	Bridge 31 - Install & Stitch Precast Barriers - W4 Ramp	0	14-Aug-21 A	30-Aug-21 A																			
203-B31-1430	Bridge 31 - Install & Stitch Precast Barriers - Span 9-13	25	26-Mar-22	10-May-22	430		■																
203-B31-2890	Bridge 31 - Install & Stitch Precast Barriers - Span 5-8	20	16-May-22	15-Jun-22	525		■																
203-B31-1420	Bridge 31 - Install & Stitch Precast Barriers - Span 14-15	12	16-Jun-22	04-Jul-22	525		■																
203-B31-2900	Bridge 31 - Install & Stitch Precast Barriers - RW-203-403-05 & 06	20	07-Jul-22	05-Aug-22	374		■																
203-B31-1530	Bridge 31 - Install & Stitch Precast Barriers - Spans 3-4	12	07-Apr-25	30-Apr-25	100																■		
203-B31-2940	Bridge 31 - Install & Stitch Precast Barriers - RW-203-450-03 & 04	6	29-Apr-25	06-May-25	100																■		
<b>Bridge 31 - H2 Ramp - Completions</b>		757	09-Sep-21 A	22-May-25	100																		
203-B31-1320	Bridge 31 - Asphalt Tie-in - W4 Ramp	0	09-Sep-21 A	10-Sep-21 A																			
203-B31-1300B	Bridge 31 - Fascia Panels - W4 Ramp (night shift)	15	02-Dec-21*	11-Jan-22	602	■																	
203-B31-5000	Bridge 31 - Install Drainage - Excluding Spans 3-4	80	26-Mar-22	04-Aug-22	710		■																
203-B31-5010	Bridge 31 - Install Expansion Joints - Excluding Spans 3-4	60	06-Apr-22	15-Jul-22	722		■																
203-B31-5020	Bridge 31 - Install Firemain - Excluding Spans 3-4	50	05-Jul-22	17-Sep-22	680		■																
203-B31-1440	Bridge 31 - Place Asphalt for Tolling SAT (excluding spans 1-3)	10	06-Aug-22	20-Aug-22	600		■																
203-B31-5030	Bridge 31 - Install ITS Conduits - Excluding Spans 3-4	65	06-Aug-22	17-Nov-22	374		■																
203-B31-5050	Bridge 31 - Lightpole Install & Cabling - Excluding Spans 3-4	35	18-Nov-22	24-Jan-23	374																		
203-B31-5040	Bridge 31 - Painting & Anti-Graffiti - Excluding Spans 3-4	48	25-Jan-23	13-Apr-23	374																		
203-B31-5060	Bridge 31 - Install Anti Throw Screens; Fin Balustrade; Noise Walls	52	14-Apr-23	04-Jul-23	374																		
203-B31-5070	Bridge 31 - Install Barrier Railing - Excluding Spans 3-4	36	14-Apr-23	05-Jun-23	435																		
203-B31-5750	Bridge 31 - Shared User Paths & Fencing	45	05-Jul-23	08-Sep-23	374																		
203-B31-5740	Bridge 31 - Landscaping	95	12-Sep-23	21-Feb-24	374																		
203-B31-5080	Bridge 31 - Completions Barrier Rail; Lighting; Noise Walls; Painting	20	14-Apr-25	22-May-25	100																■		
203-B31-1520	Bridge 31 - Final Asphalt & Linemarking	5	08-May-25	14-May-25	105																■		
<b>Bridge 32 - SUP Over Stony Creek</b>		601	01-Apr-20 A	08-Feb-24	446																		
<b>Bridge 32 - Site Establishment &amp; Earthworks</b>		33	01-Apr-20 A	02-Mar-22	697																		

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
203-B32-1000	Bridge 32 - South Access & Enabling Works - Piling Pads	0	01-Apr-20 A	20-Jun-20 A																		
203-B32-1010	Bridge 32 - North Access & Enabling Works	0	01-Apr-20 A	29-Apr-21 A																		
203-B32-1130	Bridge 32 - South Access & Enabling Works - Crane Pads	28	17-Jan-22	02-Mar-22	596																	
<b>Bridge 32 - Piling</b>		0	01-Jun-21 A	30-Jul-21 A																		
203-B32-1020	Bridge 32 - Piling - Abutment & Piers	0	01-Jun-21 A	30-Jul-21 A																		
<b>Bridge 32 - Abutments</b>		0	29-Jun-21 A	18-Oct-21 A																		
203-B32-1070	Bridge 32 - FRP Abutments	0	29-Jun-21 A	18-Oct-21 A																		
<b>Bridge 32 - Columns</b>		32	14-Sep-21 A	03-Dec-21	721																	
203-B32-1080	Bridge 32 - FRP Column - B32-P2	0	14-Sep-21 A	18-Oct-21 A																		
203-B32-1030	Bridge 32 - FRP Column - B32-P1	29	21-Oct-21	03-Dec-21	606																	
<b>Bridge 32 - Crossheads</b>		54	21-Oct-21	01-Feb-22	606																	
203-B32-1100	Bridge 32 - FRP Crossheads - B32-P2	23	21-Oct-21	26-Nov-21	612																	
203-B32-1090	Bridge 32 - FRP Crossheads - B32-P1	25	07-Dec-21	01-Feb-22	606																	
<b>Bridge 32 - Restraint Blocks, Bearings &amp; Pedestals</b>		41	27-Nov-21	15-Feb-22	606																	
203-B32-1120	Bridge 32 - Restraint Blocks; Pedestals & Bearings - B32-P2	10	27-Nov-21	11-Dec-21	637																	
203-B32-1110	Bridge 32 - Restraint Blocks; Pedestals & Bearings - B32-P1	10	02-Feb-22	15-Feb-22	606																	
<b>Bridge 32 - Beams</b>		5	03-Mar-22	08-Mar-22	596																	
203-B32-1040	Bridge 32 - Beam Install - Spans 1-3	5	03-Mar-22	08-Mar-22	596																	
<b>Bridge 32 - Bridge Deck &amp; Approach Slabs</b>		32	09-Mar-22	05-May-22	596																	
203-B32-1050	Bridge 32 - FRP Deck Slabs	20	09-Mar-22	07-Apr-22	596																	
203-B32-1140	Bridge 32 - FRP Approach Slabs	12	08-Apr-22	05-May-22	596																	
<b>Bridge 32 - Completions</b>		391	06-May-22	08-Feb-24	382																	
203-B32-1160	Bridge 32 - Completions - Expansion Joints	5	06-May-22	12-May-22	616																	
203-B32-1150	Bridge 32 - Completions - ITS Conduits & Lighting	25	06-May-22	10-Jun-22	596																	
203-B32-1060	Bridge 32 - Completions - Fin Balustrade & Painting	20	15-Jun-22	14-Jul-22	596																	
203-B32-1170	Bridge 32 - Completions - Shared User Path	42	05-Jul-23	04-Sep-23	382																	
203-B32-1190	Bridge 32 - Completions - Landscaping	60	05-Sep-23	09-Dec-23	382																	
203-B32-1180	Bridge 32 - Completions - Removal of Thomas St Temp. Bridge	30	11-Dec-23	08-Feb-24	382																	
<b>Completions 202</b>		819	09-May-20	10-Dec-24	246																	
<b>Noise Walls</b>		600	05-Oct-20 A	18-Jul-24	299																	
<b>Noise Wall Piles</b>		29	19-Oct-21 A	03-Dec-21	295																	
202-NV-1230	Noise Wall Piling - 202A North Verge Transition NW-202-741-EB-1B	9	19-Oct-21 A	05-Nov-21	295																	
202-MFB-1150	Noise Wall Piling - MFB Staging Area	10	08-Nov-21	19-Nov-21	295																	
202-M1-1150	Noise Wall Piling - M1 Ramp - NW-202-410-EB-01 DE	10	23-Nov-21	03-Dec-21	295																	
<b>Noise Wall Foundations</b>		30	23-Nov-21	20-Jan-22	295																	
202-MFB-1170	Noise Wall Foundation FRP - MFB Staging Area	10	23-Nov-21	03-Dec-21	309																	
202-M1-1160	Noise Wall Foundation FRP - M1 Ramp - NW-202-410-EB-01D-E	20	07-Dec-21	20-Jan-22	295																	
<b>Noise Wall Posts</b>		588	08-Nov-21	12-Jul-24	277																	
202-NV-1250	Noise Wall Posts - 202A North Verge NW-202-410-EB-01A	8	08-Nov-21	17-Nov-21	300																	
202-NV-1240	Noise Wall Posts - 202A North Verge Transition NW-202-741-EB-1E	6	18-Nov-21	26-Nov-21	314																	
202-NV-1260	Noise Wall Posts - 202B North Verge NW202-476-EB-01B	6	27-Nov-21	03-Dec-21	314																	
202-MFB-1180	Noise Wall Posts - MFB Staging Area NW202-476-EB-02	5	07-Dec-21	13-Dec-21	309																	
202-M1-1230	Noise Wall Posts - M1 Ramp - NW-202-410-EB-01 DE	5	21-Jan-22	01-Feb-22	295																	
202-MR-1240	Noise Wall Posts - Millers Road Bridge	5	28-Jan-22	03-Feb-22	818																	
202-SV-1250	Noise Wall Posts - Outbound CD Inc. Bridge 23 & Parcel 485 Barrie	10	02-Feb-22	15-Feb-22	299																	
202-26-1270	Noise Wall Posts - Bridge 26 North & Barriers	10	08-Feb-22	22-Feb-22	574																	
202-22-1260	Noise Wall Posts - Bridge 22 North	3	07-May-22	11-May-22	283																	
202-W3-1280	Noise Wall Posts - W3 Ramp	22	01-Sep-22	06-Oct-22	430																	

Actual Work Remaining Work Critical Remaining Work Milestone

WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
202-A1-1290	Noise Wall Posts - A1 Ramp	2	11-Jul-24	12-Jul-24	45																	
<b>Noise Wall Precast Panels</b>		<b>249</b>	<b>05-Oct-20 A</b>	<b>08-Dec-22</b>	<b>430</b>																	
202-NW-1140	Noise Wall Precast Panel Install - Muir to Strong - NW-202475-EB-	0	05-Oct-20 A	15-Oct-20 A																		
202-NW-1150	Noise Wall Precast Panel Install - G2 Ramp - NW-202-410-WB-01A	0	26-Oct-20 A	23-Nov-20 A																		
202-NW-1300	Noise Wall Precast Panel Install - Strong to Newport - NW-202476-	0	15-Dec-20 A	04-Mar-21 A																		
202-NW-1340	Noise Wall Precast Panel Install - M4 Ramp - NW-202-410-WB-01C	0	23-Mar-21 A	28-Apr-21 A																		
202-NW-1290	Noise Wall Precast Panel Install - M1 Ramp - NW-202-410-EB-01A	64	29-Apr-21 A	15-Feb-22	291																	
202-NW-1380	Noise Wall Precast Panel Install - M3 Ramp - NW-202-410-WB-04A	0	07-May-21	06-Jun-21 A																		
202-NW-1240	Noise Wall Precast Panel Install - W4 to Muir - NW-202476-WB-02	0	16-Jun-21 A	07-Aug-21 A																		
202-NW-1400	Noise Wall Precast Panel Install - 202A South - NW-202-410-WB-0	41	19-Jun-21 A	22-Dec-21	302																	
202-NW-1410	Noise Wall Precast Panel Install - 202A South - NW-202-410-WB-0	9	01-Jul-21 A	05-Nov-21	329																	
202-NW-1350	Noise Wall Precast Panel Install - BLTS - NW-202-410-WB-04G	9	28-Jul-21 A	05-Nov-21	349																	
202-NW-1190	Noise Wall Precast Panel Install - Muir Ped. Bridge - NW-202-476-V	0	24-Aug-21 A	26-Aug-21 A																		
202-NW-1160	Noise Wall Precast Panel Install - Muir to Strong - NW-202476-WB	0	25-Aug-21 A	27-Aug-21 A																		
202-NW-1210	Noise Wall Precast Panel Install - Muir to Strong - NW-202476-WB	0	25-Aug-21 A	27-Aug-21 A																		
202-NW-1450	Noise Wall Precast Panel Install - 202A North - NW-202-410-EB-01/	16	30-Aug-21 A	25-Nov-21	300																	
202-NW-1250	Noise Wall Precast Panel Install - W1 Ramp - NW-202-475-EB-03I/	5	08-Nov-21	13-Nov-21	329																	
202-NW-1460	Noise Wall Precast Panel Install - 202B North - NW-202410-EB-01I	10	11-Jan-22	27-Jan-22	302																	
202-NW-1440	Noise Wall Precast Panel Install - W3 Ramp - NW-202-450-WB-03	40	07-Oct-22	08-Dec-22	430																	
<b>Noise Wall Acrylic Panels</b>		<b>600</b>	<b>30-Apr-21 A</b>	<b>18-Jul-24</b>	<b>299</b>																	
202-NW-1320	Noise Wall Acrylic Install - Strong to Newport - NW-202-476-WB-02/	0	30-Apr-21 A	06-Oct-21 A																		
202-NW-1390	Noise Wall Acrylic Install - M3 Ramp - NW-202-410-WB-04A-F - Nigl	0	16-Jun-21 A	10-Aug-21 A																		
202-NW-1180	Noise Wall Acrylic Install - G2 Ramp - NW-202-410-WB-01A/B - Nigl	0	13-Aug-21 A	20-Aug-21 A																		
202-NW-1170	Noise Wall Acrylic Install - W4 Ramp - NW-202-475-EB-02F-I - Night	0	24-Aug-21 A	31-Aug-21 A																		
202-NW-1260	Noise Wall Acrylic Install - W4 to Muir - NW-202-476-WB-02E	0	02-Sep-21 A	09-Sep-21 A																		
202-NW-1220	Noise Wall Acrylic Install - Muir Ped. Bridge - NW-202-476-WB-02D	0	10-Sep-21 A	06-Oct-21 A																		
202-NW-1200	Noise Wall Acrylic Install - Muir to Strong - NW-202-476-WB-02C	0	07-Oct-21 A	07-Oct-21 A																		
202-NW-1230	Noise Wall Acrylic Install - Muir to Strong - NW-202-476-WB-02B	0	08-Oct-21 A	08-Oct-21 A																		
202-NW-1370	Noise Wall Acrylic Install - M4 Ramp - NW-202-410-WB-01C-F - Nigl	31	20-Oct-21 A	09-Dec-21	291																	
202-NW-1270	Noise Wall Acrylic Install - W1 Ramp - NW-202-475-EB-03I/J/K/L - N	8	08-Nov-21	17-Nov-21	341																	
202-NW-1430	Noise Wall Acrylic Install - 202A South - NW-202-410-WB-04G-F	5	18-Nov-21	25-Nov-21	341																	
202-NW-1360	Noise Wall Acrylic Install - BLTS - NW-202-410-WB-04G	5	18-Nov-21	25-Nov-21	341																	
202-NW-1470	Noise Wall Acrylic Install - 202A North - NW-202-410-EB-01A-B	31	10-Dec-21	11-Feb-22	291																	
202-NW-1500	Noise Wall Acrylic Install - 202A North M1 to M2 - NW-202-410-EB-C	25	04-Feb-22	10-Mar-22	818																	
202-NW-1480	Noise Wall Acrylic Install - 202B North - NW-202-410-EB-01B-C & 3/	45	14-Feb-22	28-Apr-22	291																	
202-NW-1310	Noise Wall Acrylic Install - M1 Ramp - NW-202-410-EB-01A-E - Nigl	10	17-Feb-22	02-Mar-22	452																	
202-NW-1330	Noise Wall Acrylic Install - Parcel 485	19	17-Feb-22	16-Mar-22	299																	
202-NW-1280	Noise Wall Acrylic Install - Bridge 23	16	17-Mar-22	07-Apr-22	299																	
202-NW-1490	Noise Wall Acrylic Install - Bridge 22 North	5	12-May-22	19-May-22	283																	
202-NW-1420	Noise Wall Acrylic Install - 202A South - NW-202-410-WB-01B	22	02-Jun-22	07-Jul-22	397																	
202-NW-1510	Noise Wall Acrylic Install - 202A South M3 to M4 - NW-202-410-WB	25	08-Jul-22	15-Aug-22	397																	
202-NW-1520	Noise Wall Acrylic Install - A1 Ramp	3	15-Jul-24	18-Jul-24	45																	
<b>Temp. Noise Wall Removal</b>		<b>110</b>	<b>17-Feb-22</b>	<b>11-Aug-22</b>	<b>457</b>																	
202-NW-1530	Temp Noise Wall Removal - 202A North Verge	14	17-Feb-22	07-Mar-22	538																	
202-NW-1540	Temp Noise Wall Removal - 202B North Verge	15	08-Mar-22	30-Mar-22	538																	
202-NW-1550	Temp Noise Wall Removal - 202A South Verge	45	02-Jun-22	11-Aug-22	369																	
<b>Freeway Ramp Works</b>		<b>796</b>	<b>15-Sep-20 A</b>	<b>07-Nov-24</b>	<b>68</b>																	
<b>G1 Ramp</b>		<b>5</b>	<b>15-Sep-20 A</b>	<b>26-Oct-21</b>	<b>295</b>																	

Actual Work Remaining Work Critical Remaining Work Milestone

TASK filter: WBS Constraint.





### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
<b>W4 Ramp</b>						26	09-Feb-21 A	07-Nov-24	49												
202-W4-1140	W4 Ramp - PFAS Stockpile Removal	0	09-Feb-21 A	23-Feb-21 A																	
202-W4-1150	W4 Ramp - Temp. Noise Wall Removal & Shape Batter	0	30-Aug-21 A	06-Sep-21 A																	
202-W4-1160	W4 Ramp - Bus Bay Works (ramp closure)	16	24-Sep-24	19-Oct-24	49																
202-W4-1170	W4 Ramp - Pavement & Asphalt Works (ramp closure)	10	21-Oct-24	07-Nov-24	49																
<b>Local Road Works</b>						703	09-May-20	01-Jul-24	344												
<b>Millers Road Local Road Works</b>						144	04-Sep-20 A	24-Oct-22	392												
202-MRD-1140	Millers Road - Campaign Closure	0	04-Sep-20 A	05-Oct-20 A																	
202-MRD-1150	Millers Road - Northbound SUP & Fascia Panel	55	08-Mar-22*	06-Jun-22	426																
202-MRD-1170	Millers Road - Southbound SUP & Fascia Panel	55	07-Jun-22	01-Sep-22	426																
202-MRD-1160	Millers Road - Final Pavement; Asphalt & Linemarking	20	23-Sep-22*	24-Oct-22	365																
<b>Fogarty Avenue</b>						106	16-Jun-20 A	27-Apr-22	525												
202-FOG-1140	Fogarty Avenue - Drainage Works - WTMP Rejection Delay	0	16-Jun-20 A	05-May-21 A																	
202-FOG-1150	Fogarty Avenue - Temp. Noise Wal Removal	0	06-May-21	27-May-21 A																	
202-FOG-1160	Fogarty Avenue - East - Drainage; SUP; Kerb & Channel & Mainte	41	21-Oct-21	22-Dec-21	299																
202-FOG-1170	Fogarty Avenue - West - Drainage; SUP; Kerb & Channel & Mainte	57	16-Nov-21	28-Feb-22	525																
202-FOG-1180	Fogarty Avenue - Centre - Drainage; SUP; Kerb & Channel & Maint	34	01-Mar-22	27-Apr-22	525																
<b>MFB Staging Area</b>						35	09-Nov-21	14-Jan-22	522												
202-MFB-1160	MFB Staging Area - Pavement Works; SUP; Maintenance Track; S	35	09-Nov-21	14-Jan-22	522																
<b>Williamstown Road Local Road Works</b>						645	09-May-20	01-Jul-24	177												
203-B31-1000	Williamstown Road - Northbound Widening	0	09-May-20	07-Aug-20 A																	
202-WRD-1230	Williamstown Road - Delay due to State Rejection of WTMP	0	06-Oct-20 A	17-Feb-21 A																	
202-WRD-1150	Williamstown Road - Centre Median Site Establishment	0	18-Feb-21 A	14-Mar-21 A																	
202-WRD-1170	Williamstown Road - Centre Median - Pier Protection & Pavement	0	10-Aug-21 A	31-Aug-21 A																	
202-WRD-1210	Williamstown Road - W1 & W4 Ramp Islands	10	11-Jan-22	27-Jan-22	647																
202-WRD-1200	Williamstown Road - W2 Ramp Island	30	11-Jan-22	25-Feb-22	647																
202-WRD-1160	Williamstown Road - Centre Median - North Island	21	11-Jan-22	11-Feb-22	591																
202-WRD-1190	Williamstown Road - Southbound Pavement & SUP	30	11-Jan-22*	25-Feb-22	509																
202-WRD-1180	Williamstown Road - Northbound Retaining Wall & SUP	65	07-May-22	16-Aug-22	541																
202-WRD-1220	Williamstown Road - Final Asphalt & Linemarking	20	30-May-24	01-Jul-24	149																
<b>Hyde St Local Road Works</b>						95	17-Nov-22	29-Apr-23	555												
203-LRD-1140	H1 Ramp/Hyde Street - Local Road Works	30	17-Nov-22	14-Jan-23	456																
203-LRD-1160	Stephen St/Simcock Ave - Local Road Works	33	16-Jan-23	07-Mar-23	456																
203-LRD-1150	Simcock Ave/Douglas Parade - Local Road Works	32	08-Mar-23	29-Apr-23	555																
<b>CityLink Works</b>						93	21-Jul-22	12-Dec-22	632												
203-LRD-1170	Citylink Gantry Piling & FRP - GT-203-450-28	33	21-Jul-22	07-Sep-22	541																
203-LRD-1180	Citylink Civil & Pavement Works - Inc Asphalt	45	05-Aug-22	13-Oct-22	632																
203-LRD-1190	Westgate Freeway Westbound Staging Area	38	14-Oct-22	12-Dec-22	632																
<b>Project Co. ITS Works</b>						683	07-Dec-20 A	25-Nov-24	70												
<b>Project Co. ITS Conduits &amp; Foundations</b>						683	07-Dec-20 A	25-Nov-24	52												
202-ITS-1020	Complete ITS Conduits & Foundations - 202B North Verge	61	07-Dec-20 A	10-Feb-22	506																
202-ITS-1040	Complete ITS Conduits & Foundations - 202B South Verge	41	26-Mar-21 A	22-Dec-21	605																
202-ITS-1000	Complete ITS Conduits & Foundations - G1 Ramp	3	18-Sep-21 A	23-Oct-21	531																
202-ITS-1060	Complete ITS Conduits & Foundations - M3 Ramp	33	25-Oct-21	15-Dec-21	531																
202-ITS-1050	Complete ITS Conduits & Foundations - M2 Ramp	28	11-Dec-21	09-Feb-22	603																
202-ITS-1010	Complete ITS Conduits & Foundations - 202A North Verge	24	17-Feb-22	24-Mar-22	492																
202-ITS-1110	Complete ITS Conduits & Foundations - G2 Ramp to Kororoit Creel	18	16-Mar-22	08-Apr-22	578																
202-ITS-1030	Complete ITS Conduits & Foundations - M1 Ramp	17	25-Mar-22	26-Apr-22	492																

█ Actual Work      █ Critical Remaining Work  
█ Remaining Work      ◆ Milestone



### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
202-ITS-1120	Complete ITS Conduits & Foundations - W2 Ramp	56	14-Apr-22	19-Jul-22	561																
202-ITS-1090	Complete ITS Conduits & Foundations - W3 Ramp	59	02-Aug-22	03-Nov-22	482																
202-ITS-1070	Complete ITS Conduits & Foundations - 202A South Verge	38	12-Aug-22	10-Oct-22	369																
202-ITS-1160	Complete ITS Conduits & Foundations - G2 Ramp	5	23-Sep-22	04-Oct-22	471																
202-ITS-1080	Complete ITS Conduits & Foundations - M4 Ramp	30	23-Sep-22	11-Nov-22	365																
202-ITS-1130	Complete ITS Conduits & Foundations - W1 Ramp	13	02-Jul-24	20-Jul-24	133																
202-ITS-1100	Complete ITS Conduits & Foundations - W4 Ramp	12	08-Nov-24	25-Nov-24	49																
<b>Project Co. ITS Street Lighting</b>		<b>636</b>	<b>15-Oct-21 A</b>	<b>10-Sep-24</b>	<b>117</b>																
202-ITS-1180	Install & Commission Street Lighting - OB CD Newport to Kyle Roac	2	15-Oct-21 A	22-Oct-21	277																
202-ITS-1170	Install & Commission Street Lighting - G1 Ramp	3	23-Oct-21	26-Oct-21	736																
202-ITS-1190	Install & Commission Street Lighting - Millers M2 to Newport	8	25-Mar-22	04-Apr-22	619																
202-ITS-1300	Install & Commission Street Lighting - Kororoit Creek Bridge Lightin	5	12-Jul-22	18-Jul-22	562																
202-ITS-1240	Install & Commission Street Lighting - W2 Ramp	5	21-Jul-22	27-Jul-22	561																
202-ITS-1270	Install & Commission Street Lighting - The Avenue Lighting	5	24-Aug-22	30-Aug-22	544																
202-ITS-1200	Install & Commission Street Lighting - Newport Bridge 22 North	8	15-Sep-22	26-Sep-22	534																
202-ITS-1290	Install & Commission Street Lighting - Grieve Parade Lighting	5	11-Oct-22	18-Oct-22	536																
202-ITS-1280	Install & Commission Street Lighting - Millers Road Lighting	5	25-Oct-22	04-Nov-22	516																
202-ITS-1250	Install & Commission Street Lighting - W3 Ramp	5	07-Nov-22	11-Nov-22	516																
202-ITS-1230	Install & Commission Street Lighting - Outbound Williamstown Roa	5	12-Dec-22	16-Dec-22	497																
202-ITS-1310	Install & Commission Street Lighting - SUP Lighting	25	14-Dec-22	07-Feb-23	475																
202-ITS-1260	Install & Commission Street Lighting - Williamstown Road Lighting	5	02-Jul-24	09-Jul-24	149																
202-ITS-1220	Install & Commission Street Lighting - Inbound at ISP (A1 Ramp)	5	11-Jul-24	18-Jul-24	148																
202-ITS-1210	Install & Commission Street Lighting - Outbound at OSP	5	04-Sep-24	10-Sep-24	117																
<b>Project Co. ITS Understructure Lighting</b>		<b>252</b>	<b>12-Oct-21 A</b>	<b>12-Dec-22</b>	<b>501</b>																
202-ITS-1350	Understructure Lighting - Newport Bridge 23	10	12-Oct-21 A	08-Nov-21	743																
202-ITS-1370	Understructure Lighting - Kororoit Creek Bridge	15	10-Dec-21	15-Jan-22	707																
202-ITS-1360	Understructure Lighting - Williamstown Bridge 26	40	11-Jan-22	10-Mar-22	672																
202-ITS-1340	Understructure Lighting - Newport Bridge 22	35	11-May-22	04-Jul-22	604																
202-ITS-1320	Understructure Lighting - Millers Road Bridge	25	06-Oct-22	12-Nov-22	520																
202-ITS-1330	Understructure Lighting - Grieve Parade Bridge	25	07-Nov-22*	12-Dec-22	501																
<b>Project Co. ITS Shelter Foundations</b>		<b>111</b>	<b>11-Jan-22</b>	<b>08-Jul-22</b>	<b>522</b>																
202-ITS-1140	ITS Tech Shelter TP2 - FRP Slab - inc conduits	15	11-Jan-22	03-Feb-22	609																
202-ITS-1150	ITS Tech Shelter TP3 - FRP Slab - inc conduits	15	16-Jun-22	08-Jul-22	522																
<b>Project Co. ITS Gantries</b>		<b>406</b>	<b>20-Oct-22</b>	<b>22-Aug-24</b>	<b>129</b>																
202-GT-1240	Assemble & Install Gantry - H2 Ramp - GT-202-495-25	20	20-Oct-22	22-Nov-22	515																
202-GT-1000	Assemble & Install Gantry - Bridge 23 - GT-202-495-15	20	20-Oct-22	22-Nov-22	515																
202-GT-1020	Assemble & Install Gantry - 202A Mainline - GT-202-490-31	20	20-Oct-22	22-Nov-22	275																
202-GT-1010	Assemble & Install Gantry - 202A Mainline - GT-202-490-30	20	20-Oct-22	22-Nov-22	275																
202-GT-1040	Assemble & Install Gantry - 202A Mainline - GT-202-490-33	20	23-Nov-22	20-Dec-22	275																
202-GT-1030	Assemble & Install Gantry - G1 Ramp - GT-202-490-32	20	23-Nov-22	20-Dec-22	275																
202-GT-1060	Assemble & Install Gantry - 202A Mainline - GT-202-495-05	20	21-Dec-22	07-Feb-23	275																
202-GT-1050	Assemble & Install Gantry - 202A Mainline - GT-202-490-04	20	21-Dec-22	07-Feb-23	275																
202-GT-1080	Assemble & Install Gantry - M4 Ramp - GT-202-490-06	20	08-Feb-23	08-Mar-23	275																
202-GT-1070	Assemble & Install Gantry - 202A Mainline - GT-202-495-02	20	08-Feb-23	08-Mar-23	275																
202-GT-1100	Assemble & Install Gantry - M2 Ramp - GT-202-490-08	20	09-Mar-23	13-Apr-23	275																
202-GT-1090	Assemble & Install Gantry - 202A Mainline - GT-202-490-09	20	09-Mar-23	13-Apr-23	275																
202-GT-1120	Assemble & Install Gantry - 202A Mainline - GT-202-490-10	20	14-Apr-23	12-May-23	275																
202-GT-1110	Assemble & Install Gantry - 202A Mainline - GT-202-495-07	20	14-Apr-23	12-May-23	275																

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone

TASK filter: WBS Constraint.

### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
202-GT-1140	Assemble & Install Gantry - 202B Mainline - GT-202-490-13	20	15-May-23	14-Jun-23	275																			
202-GT-1130	Assemble & Install Gantry - 202B Mainline - GT-202-495-12	20	15-May-23	14-Jun-23	395																			
202-GT-1150	Assemble & Install Gantry - 202B Mainline - GT-202-495-16	20	15-Jun-23	14-Jul-23	275																			
202-GT-1160	Assemble & Install Gantry - 202B Mainline - GT-202-495-18	20	18-Jul-23	15-Aug-23	275																			
202-GT-1170	Assemble & Install Gantry - W1 Ramp - GT-202-495-19	20	16-Aug-23	14-Sep-23	275																			
202-GT-1180	Assemble & Install Gantry - W4 Ramp - GT-202-495-20	20	15-Sep-23	17-Oct-23	275																			
202-GT-1200	Assemble & Install Gantry - W2 Ramp - GT-202-450-23	20	18-Oct-23	17-Nov-23	275																			
202-GT-1220	Assemble & Install Gantry - CityLink - GT-203-450-28	20	21-Nov-23	18-Dec-23	275																			
202-GT-1210	Assemble & Install Gantry - 202B Mainline - GT-202-495-22 - driver	20	30-May-24	01-Jul-24	164																			
202-GT-1190	Assemble & Install Gantry - 202B Mainline - GT-202-495-21 - driver	20	30-May-24	01-Jul-24	164																			
202-GT-1230	Assemble & Install Gantry - 202B Mainline - GT-202-495-14 - driver	20	25-Jul-24	22-Aug-24	129																			
<b>Federation Trail SUP</b>		<b>226</b>	<b>01-Dec-21</b>	<b>13-Dec-22</b>	<b>475</b>																			
202-FED-1140	Federation Trail SJP - Design Change & PFAS Reclassification	0	01-Dec-21*	01-Dec-21*	403																			
202-FED-1160	Federation Trail SJP - Kororoit Creek South	46	02-Dec-21	01-Mar-22	403																			
202-FED-1150	Federation Trail SJP - Asphalt Resurfacing Works - Delayed investic	0	11-Jan-22*		586																			
202-FED-1170	Federation Trail SJP - Asphalt Resurfacing Works - inc. 3 months ci	101	11-Jan-22	23-Jun-22	586																			
202-FED-1200	Federation Trail SJP - Newport Rail to Williamstown Road	30	11-Feb-22	28-Mar-22	506																			
202-FED-1190	Federation Trail SJP - Kororoit Creek North - inc. retaining walls	180	02-Mar-22	13-Dec-22	403																			
202-FED-1180	Federation Trail SJP - Millers Road to Newport Rail	30	29-Mar-22	20-May-22	572																			
<b>Maintenance Path</b>		<b>216</b>	<b>11-Jan-22</b>	<b>19-Dec-22</b>	<b>434</b>																			
202-NW-1590	Maintenance Paths - 202B South Verge	45	11-Jan-22	21-Mar-22	605																			
202-NW-1560	Maintenance Paths - 202A North Verge	45	25-Mar-22	06-Jun-22	493																			
202-NW-1580	Maintenance Paths - 202B North Verge	45	07-Jun-22	18-Aug-22	493																			
202-NW-1570	Maintenance Paths - 202A South Verge	45	11-Oct-22	19-Dec-22	369																			
<b>Fencing</b>		<b>203</b>	<b>22-Mar-22</b>	<b>23-Feb-23</b>	<b>434</b>																			
202-NW-1630	Permanent Fencing - 202B South Verge	32	22-Mar-22	16-May-22	605																			
202-NW-1610	Permanent Fencing - 202A North Verge	32	07-Jun-22	28-Jul-22	506																			
202-NW-1620	Permanent Fencing - 202B North Verge	32	19-Aug-22	07-Oct-22	493																			
202-NW-1600	Permanent Fencing - 202A South Verge	32	20-Dec-22	23-Feb-23	369																			
<b>Landscaping</b>		<b>814</b>	<b>18-Oct-21 A</b>	<b>10-Dec-24</b>	<b>78</b>																			
<b>Top Soil &amp; Mulch</b>		<b>683</b>	<b>18-Oct-21 A</b>	<b>03-Dec-24</b>	<b>60</b>																			
202-LND-1140	202 - Landscaping - Topsoil & Mulch - G1 Ramp	2	18-Oct-21 A	29-Oct-21	736																			
202-LND-1180	202 - Landscaping - Topsoil & Mulch - 202B North Verge	40	28-Apr-22	29-Jun-22	525																			
202-LND-1150	202 - Landscaping - Topsoil & Mulch - M1 Ramp	10	02-Jun-22	17-Jun-22	572																			
202-LND-1160	202 - Landscaping - Topsoil & Mulch - 202B South Verge	30	30-Jun-22	15-Aug-22	547																			
202-LND-1200	202 - Landscaping - Topsoil & Mulch - 202A North Verge	30	30-Jun-22	15-Aug-22	547																			
202-LND-1170	202 - Landscaping - Topsoil & Mulch - M2 Ramp	10	15-Aug-22	29-Aug-22	556																			
202-LND-1190	202 - Landscaping - Topsoil & Mulch - M3 Ramp	10	11-Oct-22	24-Oct-22	421																			
202-LND-1210	202 - Landscaping - Topsoil & Mulch - 202A South Verge	30	11-Oct-22	26-Nov-22	416																			
202-LND-1260	202 - Landscaping - Topsoil & Mulch - G2 Ramp	10	11-Oct-22	24-Oct-22	466																			
202-LND-1270	202 - Landscaping - Topsoil & Mulch - W2 Ramp	10	14-Oct-22	27-Oct-22	509																			
202-LND-1220	202 - Landscaping - Topsoil & Mulch - M4 Ramp	10	12-Nov-22	26-Nov-22	496																			
202-LND-1230	202 - Landscaping - Topsoil & Mulch - Kororoit Creek	42	14-Dec-22	04-Mar-23	403																			
202-LND-1240	202 - Landscaping - Topsoil & Mulch - W3 Ramp	10	08-Feb-23	21-Feb-23	430																			
202-LND-1280	202 - Landscaping - Topsoil & Mulch - W1 Ramp	5	23-Jul-24	29-Jul-24	141																			
202-LND-1250	202 - Landscaping - Topsoil & Mulch - W4 Ramp	5	26-Nov-24	03-Dec-24	60																			
<b>Planting</b>		<b>606</b>	<b>16-Aug-22</b>	<b>10-Dec-24</b>	<b>78</b>																			
202-LND-1390	202 - Landscaping - Planting - 202B South Verge	30	16-Aug-22	29-Sep-22	547																			

Actual Work Remaining Work Critical Remaining Work Milestone

### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
202-LND-1380	202 - Landscaping - Planting - 202B North Verge	40	19-Aug-22	19-Oct-22	493																			
202-LND-1350	202 - Landscaping - Planting - M2 Ramp	12	30-Aug-22	15-Sep-22	556																			
202-LND-1440	202 - Landscaping - Summer Period 2022 - No Planting	209	03-Oct-22*	29-Apr-23	509																			
202-LND-1340	202 - Landscaping - Planting - M1 Ramp	12	20-Oct-22	09-Nov-22	493																			
202-LND-1310	202 - Landscaping - Planting - 202A North Verge	30	10-Nov-22	22-Dec-22	493																			
202-LND-1300	202 - Landscaping - Planting - G1 Ramp	10	10-Nov-22	24-Nov-22	513																			
202-LND-1410	202 - Landscaping - Planting - W2 Ramp	20	01-May-23	30-May-23	404																			
202-LND-1360	202 - Landscaping - Planting - M3 Ramp	15	01-May-23	23-May-23	314																			
202-LND-1370	202 - Landscaping - Planting - M4 Ramp	15	24-May-23	15-Jun-23	394																			
202-LND-1330	202 - Landscaping - Planting - 202A South Verge	30	24-May-23	08-Jul-23	314																			
202-LND-1320	202 - Landscaping - Planting - G2 Ramp	30	10-Jul-23	22-Aug-23	314																			
202-LND-1290	202 - Landscaping - Planting - Kororoit Creek Inc. Grieve Parade C	55	10-Jul-23	03-Oct-23	324																			
202-LND-1420	202 - Landscaping - Planting - W3 Ramp	30	24-Aug-23	09-Oct-23	314																			
202-LND-1400	202 - Landscaping - Planting - W1 Ramp	5	30-Jul-24	03-Aug-24	141																			
202-LND-1430	202 - Landscaping - Planting - W4 Ramp	5	05-Dec-24	10-Dec-24	60																			
<b>WGTP 300 - Tunnel</b>		<b>874</b>	<b>30-Jan-20 A</b>	<b>25-Feb-25</b>	<b>191</b>																			
<b>Subzone 303 - Northern Portal</b>		<b>874</b>	<b>15-May-20</b>	<b>25-Feb-25</b>	<b>191</b>																			
<b>Cut &amp; Cover and Dive Structure</b>		<b>707</b>	<b>15-May-20</b>	<b>05-Jul-24</b>	<b>358</b>																			
<b>Nth Portal C&amp;C - TBM - Tunnel BEW Gantries Interfaces at Nth Portal Launch Shaft</b>		<b>534</b>	<b>01-Mar-22</b>	<b>16-Mar-24</b>	<b>262</b>																			
<b>Outbound Tunnel</b>		<b>534</b>	<b>01-Mar-22</b>	<b>16-Mar-24</b>	<b>262</b>																			
<b>TBM Stoppages &amp; Portal Works</b>		<b>151</b>	<b>01-Mar-22</b>	<b>27-Sep-22</b>	<b>645</b>																			
<b>TBM Stops</b>		<b>211</b>	<b>01-Mar-22</b>	<b>27-Sep-22</b>	<b>903</b>																			
303-OBIF-1000	OB Stop 1 - cutterhead check after Ring R02	2	01-Mar-22	02-Mar-22	7																			
303-OBIF-1020	OB Stop 2 - adjust services connection as gantry 2 pass thrust fran	2	04-Mar-22	05-Mar-22	6																			
303-OBIF-1100	OB Stop 3 - lower drilling & scabbling gantry DSG	2	23-Mar-22	24-Mar-22	92																			
303-OBIF-1120	OB Stop 4 - lower corbel rebar gantry CRG	2	09-Apr-22	10-Apr-22	94																			
303-OBIF-1180	OB Stop 5 - major stoppage at 500m (upper thrust frame; pressure	11	30-Jun-22	10-Jul-22	9																			
303-OBIF-1190	OB Stop 5 - lower corbel casting gantry CCG	3	08-Jul-22	10-Jul-22	30																			
303-OBIF-1210	OB Stop 6 - lower drainage installation gantry DIG	2	31-Jul-22	01-Aug-22	30																			
303-OBIF-1230	OB Stop 7 - lower plank installation gantry PIG	3	12-Aug-22	14-Aug-22	29																			
303-OBIF-1250	OB Stop 8 - remove TBM BU gantry supports/bottom thrust frame;	3	24-Aug-22	26-Aug-22	52																			
303-OBIF-1310	OB Stop 9 - reconfigure vent ducts into Ring 004 during segment d	2	26-Sep-22	27-Sep-22	903																			
<b>Tunnel Interface Works</b>		<b>141</b>	<b>01-Mar-22</b>	<b>12-Sep-22</b>	<b>615</b>																			
<b>Temporary Civil Works</b>		<b>17</b>	<b>01-Mar-22</b>	<b>23-Mar-22</b>	<b>734</b>																			
303-OBIF-1010	OB Type 1A External stitch to thrust rings (progressive prior to HW ii	5	01-Mar-22	05-Mar-22	746																			
303-OBIF-1040	OB Type 2B Demolish TBM Cradle Blocks Behind Gantries	5	07-Mar-22	11-Mar-22	50																			
303-OBIF-1060	OB Type 2A Demolish TBM Cradle Blocks Behind Gantries	7	16-Mar-22	23-Mar-22	50																			
<b>Tunnel Ventilation</b>		<b>70</b>	<b>23-Mar-22</b>	<b>01-Jul-22</b>	<b>670</b>																			
303-OBIF-1090	OB TBM - connect ventilation surface ducts with TBM vent bags du	2	23-Mar-22	24-Mar-22	738																			
303-OBIF-1170	OB TBM - reconfigure vent ducts behind thrust frame during major	2	30-Jun-22	01-Jul-22	7																			
<b>Spoil Conveyor</b>		<b>57</b>	<b>20-Jun-22</b>	<b>01-Sep-22</b>	<b>95</b>																			
303-OBIF-1160	OB TBM - Re-support Conveyors to wall brackets @ T2A	5	20-Jun-22	24-Jun-22	139																			
303-OBIF-1280	OB TBM - Re-support Conveyors to wall brackets @ T1B/C	5	27-Aug-22	01-Sep-22	95																			
<b>BEW Gantries</b>		<b>123</b>	<b>25-Mar-22</b>	<b>12-Sep-22</b>	<b>38</b>																			
303-OBIF-1110	OB DSG - Commission & launch into tunnel	4	25-Mar-22	29-Mar-22	63																			
303-OBIF-1130	OB CRG - Commission & launch into tunnel	4	11-Apr-22	14-Apr-22	62																			
303-OBIF-1200	OB CCG - Commission & launch into tunnel	13	12-Jul-22	27-Jul-22	22																			
303-OBIF-1220	OB DIG - Commission & launch into tunnel	4	02-Aug-22	06-Aug-22	23																			

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
303-OBIF-1240	OB PIG - Commission & launch into tunnel	4	15-Aug-22	18-Aug-22	23																	
303-OBIF-1290	OB Stitch pour to thrust ring road deck (main deck)	13	27-Aug-22	12-Sep-22	38																	
<b>MSV Ramp</b>		<b>111</b>	<b>24-Mar-22</b>	<b>26-Aug-22</b>	<b>38</b>																	
303-OBIF-1150	OB MSV ramp in 2B/2A/1C	26	24-Mar-22	03-May-22	50																	
303-OBIF-1260	OB Reconfigure MSV ramp @ Type 1 into tunnel; 23m3	3	24-Aug-22	26-Aug-22	38																	
<b>Nth Portal Interface Works</b>		<b>149</b>	<b>04-Mar-22</b>	<b>27-Sep-22</b>	<b>621</b>																	
<b>TBM Infill &amp; Headwall Works - Outbound Tunnel</b>		<b>149</b>	<b>04-Mar-22</b>	<b>27-Sep-22</b>	<b>621</b>																	
303-OBIF-1030	OB Waterproofing to T1A trench when TBM tailskin is in tunnel	5	04-Mar-22	09-Mar-22	743																	
303-OBIF-1050	OB Concrete infill OB thrust rings - Part 1 near HWall after ext stitch	5	10-Mar-22	18-Mar-22	743																	
303-OBIF-1140	OB Concrete infill OB thrust rings - Part 2 to Smoke L; post-vent du	11	25-Mar-22	06-Apr-22	738																	
303-OBIF-1300	OB Temporary supports to thrust ring smoke duct for removal of se;	5	13-Sep-22	20-Sep-22	621																	
303-OBIF-1320	OB Demolish segment tops (24/7)	6	21-Sep-22	27-Sep-22	621																	
<b>Tunnel Completion</b>		<b>103</b>	<b>24-Oct-23</b>	<b>16-Mar-24</b>	<b>23</b>																	
303-OBIF-1330	OB TBM Excavation Complete - Demob 250t crane/TBM power/ve	0		24-Oct-23	1																	
303-OBIF-1340	OB BEW planks complete- Demob 40t crane; Install St2 road deck	0		16-Mar-24	24																	
<b>Inbound Tunnel</b>		<b>411</b>	<b>10-May-22</b>	<b>06-Dec-23</b>	<b>335</b>																	
<b>TBM Stoppages &amp; Portal Works</b>		<b>148</b>	<b>10-May-22</b>	<b>01-Dec-22</b>	<b>598</b>																	
<b>TBM Stops</b>		<b>206</b>	<b>10-May-22</b>	<b>01-Dec-22</b>	<b>838</b>																	
303-IBIF-1000	IB Stop 1 - cutterhead check after Ring R02	2	10-May-22	11-May-22	66																	
303-IBIF-1010	IB Stop 2 - adjust services connection as gantry 2 passes thrust fra	2	13-May-22	14-May-22	65																	
303-IBIF-1100	IB Stop 3 - lower drilling & scabbling gantry DSG; reconfigure tunne	2	02-Jun-22	03-Jun-22	100																	
303-IBIF-1120	IB Stop 4 - lower corbel rebar gantry CRG	2	17-Jun-22	18-Jun-22	110																	
303-IBIF-1170	IB Stop 5 - major stoppage at 500m (upper thrust frame; pressure i	11	03-Sep-22	13-Sep-22	63																	
303-IBIF-1180	IB Stop 5 - lower corbel casting gantry CCG	3	11-Sep-22	13-Sep-22	63																	
303-IBIF-1210	IB Stop 6 - lower drainage installation gantry DIG	2	08-Oct-22	09-Oct-22	59																	
303-IBIF-1230	IB Stop 7 - lower plank installation gantry PIG	3	19-Oct-22	21-Oct-22	58																	
303-IBIF-1260	IB Stop 8 - remove TBM backup gantry supports; remove bottom ti	3	04-Nov-22	06-Nov-22	116																	
303-IBIF-1320	IB Stop 9 - reconfigure vent ducts into Ring 004 during segment de	2	30-Nov-22	01-Dec-22	838																	
<b>Tunnel Interface Works</b>		<b>142</b>	<b>10-May-22</b>	<b>18-Nov-22</b>	<b>568</b>																	
<b>Temporary Civil Works</b>		<b>17</b>	<b>10-May-22</b>	<b>30-May-22</b>	<b>688</b>																	
303-IBIF-1020	IB Type 1A External stitch to thrust rings (progressive prior to HW in	5	10-May-22	14-May-22	700																	
303-IBIF-1040	IB Type 2B Demolish TBM Cradle Blocks Behind Gantries	5	16-May-22	20-May-22	110																	
303-IBIF-1060	IB Type 2A Demolish TBM Cradle Blocks Behind Gantries	7	21-May-22	30-May-22	136																	
<b>Tunnel Ventilation</b>		<b>71</b>	<b>02-Jun-22</b>	<b>06-Sep-22</b>	<b>620</b>																	
303-IBIF-1090	IB TBM - connect ventilation surface ducts with TBM vent bags duri	2	02-Jun-22	03-Jun-22	689																	
303-IBIF-1160	IB TBM - reconfigure vent ducts behind thrust frame during major s	2	03-Sep-22	06-Sep-22	63																	
<b>Spoil Conveyor</b>		<b>61</b>	<b>19-Aug-22</b>	<b>11-Nov-22</b>	<b>71</b>																	
303-IBIF-1190	IB TBM - Re-support Conveyors to wall brackets @ T2A	5	19-Aug-22	25-Aug-22	110																	
303-IBIF-1270	IB TBM - Re-support Conveyors to wall brackets @ T1B/C	5	07-Nov-22	11-Nov-22	71																	
<b>BEW Gantries</b>		<b>121</b>	<b>04-Jun-22</b>	<b>18-Nov-22</b>	<b>45</b>																	
303-IBIF-1110	IB SDG - Commission & launch into tunnel	4	04-Jun-22	09-Jun-22	73																	
303-IBIF-1130	IB CRG - Commission & launch into tunnel	4	20-Jun-22	23-Jun-22	81																	
303-IBIF-1200	IB CCG - Commission & launch into tunnel	13	15-Sep-22	04-Oct-22	43																	
303-IBIF-1220	IB DIG - Commission & launch into tunnel	4	10-Oct-22	14-Oct-22	44																	
303-IBIF-1240	IB PIG - Commission & launch into tunnel	4	22-Oct-22	26-Oct-22	43																	
303-IBIF-1290	IB Stitch pour to thrust ring road deck (main deck)	13	03-Nov-22	18-Nov-22	45																	
<b>MSV Ramp</b>		<b>33</b>	<b>21-May-22</b>	<b>05-Jul-22</b>	<b>110</b>																	
303-IBIF-1150	IB MSV ramp in 2B/2A	33	21-May-22	05-Jul-22	110																	



### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
<b>T1/T2A - FRP Central Walls</b>						7	15-May-20	28-Oct-21	376														
303-CCPL-1060	Type 2 Central Wall - Road L to Smoke L; 2A-1 (C4); 208m2 x 1.0m	0	15-May-20	28-Nov-20 A																			
303-CCPL-1070	Type 2 Central Wall - Road L to Smoke L; 2A-2 (C3); 95m2 x 1.0m	0	15-May-20	28-Nov-20 A																			
303-CCPL-1460	SD21- Type 1/2A Preparations for truss modification & centre wall c	7	11-Sep-21 A	28-Oct-21	376																		
<b>T1/T2A - Slipform Walls</b>						0	08-Dec-20 A	27-Apr-21 A															
303-CCT2-1010	Slipform Setup 1; Steelfix & Pour; 9700mmH @ 200mm/hr @ 2shif	0	08-Dec-20 A	28-Jan-21 A																			
303-CCT2-1040	Slipform Dismantle & Setup 2; Steelfix & Pour; 10400mmH @ 200r	0	29-Jan-21 A	11-Feb-21 A																			
303-CCT2-1090	Slipform Dismantle & Setup 3; Steelfix & Pour; 12700mmH @ 200r	0	12-Feb-21 A	25-Feb-21 A																			
303-CCT2-1170	Slipform Dismantle & Setup 4; Steelfix & Pour; 9700mmH @ 200m	0	26-Feb-21 A	03-Mar-21 A																			
303-CCT2-1230	Slipform Dismantle & Setup 6; Steelfix & Pour; 12700mmH @ 200r	0	04-Mar-21 A	17-Mar-21 A																			
303-CCT2-1250	Slipform Dismantle & Setup 5	0	18-Mar-21 A	19-Mar-21 A																			
303-CCT2-1330	Slipform Steelfix & Pour; 10400mmH @ 200mm/hr @ 2shifts & Dis	0	20-Mar-21 A	27-Mar-21 A																			
303-CCT2-1620	Slipform Setup 7; Steelfix & Pour & Dismantle	0	12-Apr-21 A	27-Apr-21 A																			
<b>Type 2 Maintenance Level Ramp</b>						0	09-Dec-20 A	11-Sep-21 A															
<b>Maintenance Ramp Walls, Ledger Beams &amp; Abutment</b>						0	09-Dec-20 A	13-May-21 A															
303-CCPL-1200	Maint Ramp Walls (W4.W8.W9)	0	09-Dec-20 A	13-May-21 A																			
<b>Maintenance Ramp &amp; Approach Deck</b>						0	17-May-21	11-Sep-21 A															
303-CCPL-1240	Maint Ramp Precast MP-1 to MP12	0	17-May-21	18-May-21 A																			
303-CCPL-1210	Maint Ramp Approach Deck Precast CP-48 to CP-62	0	17-May-21	18-May-21 A																			
303-CCPL-1250	Maint Ramp Approach Deck Topping Slab;	0	19-May-21	25-May-21 A																			
303-CCPL-1390	Maint Ramp Wall W4 Crack Injection	0	27-Jul-21 A	03-Aug-21 A																			
303-CCPL-1260	Maint Ramp Stabilised Sand Ramp;	0	11-Aug-21 A	21-Aug-21 A																			
303-CCPL-1440	Maint Ramp - excavate drain/pits	0	01-Sep-21 A	03-Sep-21 A																			
303-CCPL-1280	Maint Ramp Topping Slab	0	06-Sep-21 A	11-Sep-21 A																			
<b>Nth Portal C&amp;C Works - Post-TBM Launch, Type 2 Area to Substation H/O</b>						333	03-May-21	03-Feb-23	130														
<b>T1/T2A - Nth/Sth Walls Slipform &amp; Smoke L Corbels</b>						14	03-May-21	17-Nov-21	318														
<b>Slipform Corbel Preparation</b>						8	03-May-21	09-Nov-21	318														
303-CCT2-1240	Slipform Corbel Preparation - Slip 4	0	03-May-21	05-May-21 A																			
303-CCT2-1320	Slipform Corbel Preparation - Slip 5	0	11-May-21	24-Jun-21 A																			
303-CCT2-1070	Slipform Corbel Preparation - Slip 1	0	30-Jun-21 A	10-Jul-21 A																			
303-CCT2-1130	Slipform Corbel Preparation - Slip 2	0	14-Jul-21 A	24-Jul-21 A																			
303-CCT2-1200	Slipform Corbel Preparation - Slip 3	0	27-Jul-21 A	12-Aug-21 A																			
303-CCT2-1370	SD21- Slipform Corbel Preparation - Slip 6	8	27-Oct-21	09-Nov-21	318																		
<b>Slipform Corbel Installation</b>						6	06-May-21	17-Nov-21	318														
303-CCT2-1270	Slipform Corbel Installation; incl concrete encase - Slip 4; 0.5m2 x 2	0	06-May-21	14-May-21 A																			
303-CCT2-1340	Slipform Corbel Installation; incl concrete encase - Slip 5; 0.5m2 x 2	0	01-Jun-21 A	24-Jun-21 A																			
303-CCT2-1080	Slipform Corbel Installation; incl concrete encase - Slip 1; 0.5m2 x 2	0	05-Jul-21 A	14-Jul-21 A																			
303-CCT2-1150	Slipform Corbel Installation; incl concrete encase - Slip 2; 0.5m2 x 2	0	19-Jul-21 A	27-Jul-21 A																			
303-CCT2-1220	Slipform Corbel Installation; incl concrete encase - Slip 3; 0.5m2 x 2	0	29-Jul-21 A	02-Sep-21 A																			
303-CCT2-1400	Slipform Corbel Installation; incl concrete encase - Slip 6; 0.5m2 x 2	6	11-Nov-21	17-Nov-21	318																		
<b>T2 - Outbound</b>						306	12-Nov-21	14-Jan-23	145														
<b>T2B - OB Maint/Road L, Side Road Deck (Humes)</b>						33	16-Mar-22	03-May-22	212														
303-CCT2-1000	T2B OB Maint L Cols C18/C19 FRP	7	16-Mar-22	23-Mar-22	212																		
303-CCT2-1020	T2B OB Ledger Beams RDB37-39 (2 pours)	18	18-Mar-22	07-Apr-22	212																		
303-CCT2-1030	T2B OB RD Precast CPL-227 to CPL-236 (400mm PSS)	3	11-Apr-22	13-Apr-22	212																		
303-CCT2-1050	T2B OB RD Topping Slab Pour3	8	14-Apr-22	03-May-22	212																		
<b>T2A - OB Maint/Road L, Barrette Walls &amp; Road Deck (Sep Portion 3)</b>						95	05-May-22	08-Sep-22	139														
303-CCT2-1110	T2A OB RD FRP barettes BLW16-20; 50m3	18	05-May-22	27-May-22	128																		

█ Actual Work     █ Critical Remaining Work  
█ Remaining Work     ◆ Milestone



### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
303-CCT2-1160	T2A OB RD FRP barettes BLW10-16; 50m3	18	18-May-22	09-Jun-22	128																
303-CCT2-1120	T2A OB Precast Install CP-100 to CP-103	3	28-May-22	31-May-22	194																
303-CCT2-1140	T2A OB Precast Install Ledger Beam RDB33-36	2	01-Jun-22	02-Jun-22	194																
303-CCT2-1180	T2A OB Precast Install CP-95 to CP-99	3	10-Jun-22	16-Jun-22	139																
303-CCT2-1190	T2A OB Precast Install Ledger Beam RDB28-33	2	17-Jun-22	18-Jun-22	139																
303-CCT2-1420	T2A OB Ledger Beam RDB33-36	12	18-Aug-22	01-Sep-22	139																
303-CCT2-1440	T2A OB Ledger Beam RDB28-33	13	24-Aug-22	08-Sep-22	139																
<b>T2A - OB Smoke L Intial &amp; Final Precast/Topping</b>		<b>77</b>	<b>25-Jun-22</b>	<b>07-Oct-22</b>	<b>137</b>																
303-CCT2-1310	Type 2 OB - Initial Precast to Smoke L (Sep Portion 5); 155nos	23	25-Jun-22	26-Jul-22	139																
303-CCT2-1410	Type 2 OB - Topping to Smoke L; 830m2 x 0.17m	17	27-Jul-22	17-Aug-22	139																
303-CCT2-1450	Type 2 OB - Final Precast to Smoke L (Sep Portion 5)	5	22-Sep-22	27-Sep-22	137																
303-CCT2-1470	Type 2 OB - Topping to Smoke L after IB post-tension	6	28-Sep-22	07-Oct-22	137																
<b>T2A - OB Sth Walls Smoke L to Roof L</b>		<b>266</b>	<b>12-Nov-21</b>	<b>18-Nov-22</b>	<b>144</b>																
303-CCT2-1280	Type 2 Sth Wall - Slip 2 wall to Roof L; 2A-1 (S11); 74m2 x 0.70m	18	12-Nov-21	03-Dec-21	356																
303-CCT2-1210	Type 2 Sth Wall - Slip 1 wall to Roof L; 2A-2 (S10); 57m2 x 0.70m	18	04-Dec-21	13-Jan-22	356																
303-CCT2-1630	Type 2 Sth Wall - Slip 1/2 wall to Roof L; Infills (S10/S11)	7	09-Nov-22	18-Nov-22	128																
<b>T2A - OB Roof L Precast &amp; Topping</b>		<b>29</b>	<b>23-Nov-22</b>	<b>14-Jan-23</b>	<b>145</b>																
303-CCT2-1560	Type 2 OB - Precast to Roof L; 2A-1 (Sep Portion 7)	10	23-Nov-22	03-Dec-22	132																
303-CCT2-1570	Type 2 OB - Topping to Roof L; 1117m2 x 0.22m	12	06-Dec-22	19-Dec-22	145																
303-CCT2-1590	Type 2 OB - Waterproofing & Protection to Roof L; 1117m2 x 0.15n	7	20-Dec-22	14-Jan-23	145																
<b>T2 - Inbound</b>		<b>185</b>	<b>17-May-21</b>	<b>03-Feb-23</b>	<b>130</b>																
<b>T2B - IB Maint/Road L, Side Road Deck (Humes)</b>		<b>13</b>	<b>21-May-22</b>	<b>06-Jun-22</b>	<b>168</b>																
303-CCT2-1060	T2B OB RD Precast Install CPL-78 to 87 (600mm PSS)	3	21-May-22	25-May-22	168																
303-CCT2-1100	T2B IB RD Topping Slab	10	26-May-22	06-Jun-22	168																
<b>T2A - IB Maint/Road L, Barrette Walls &amp; Road Deck (Sep Portion 4).</b>		<b>91</b>	<b>07-Jul-22</b>	<b>08-Nov-22</b>	<b>110</b>																
303-CCT2-1260	T2A IB RD FRP barettes BLW6-10; 50m3	18	07-Jul-22	29-Jul-22	110																
303-CCT2-1350	T2A IB RD FRP barettes BLW1-5; 50m3	18	20-Jul-22	12-Aug-22	110																
303-CCT2-1290	T2A IB Precast Install CP-23 to CP-27	3	30-Jul-22	02-Aug-22	125																
303-CCT2-1300	T2A IB Precast Install Ledger Beam RDB13-RDB16	2	04-Aug-22	05-Aug-22	125																
303-CCT2-1360	T2A IB Precast Install CP-19 to CP-22	3	13-Aug-22	16-Aug-22	110																
303-CCT2-1380	T2A IB Precast Install Ledger Beam RDB08-RDB12	2	17-Aug-22	18-Aug-22	110																
303-CCT2-1500	T2A IB Ledger Beam RDB13-RDB16	12	15-Oct-22	28-Oct-22	110																
303-CCT2-1530	T2A IB Ledger Beam RDB8-RDB12	13	20-Oct-22	08-Nov-22	110																
<b>T2A - IB Smoke L Precast/Topping</b>		<b>36</b>	<b>26-Aug-22</b>	<b>14-Oct-22</b>	<b>110</b>																
303-CCT2-1460	Type 2 IB - Precast to Smoke L (Sep Portion 6); 164nos	25	26-Aug-22	27-Sep-22	110																
303-CCT2-1480	Type 2 IB - Topping to Smoke L; 908m2 x 0.17m	11	28-Sep-22	14-Oct-22	110																
<b>T2A - IB Nth Walls Smoke L to Roof L</b>		<b>5</b>	<b>17-May-21</b>	<b>26-Nov-22</b>	<b>150</b>																
303-CCT2-1390	Type 2 Nth Wall - Slip 4 wall to Roof L; 2A-2 (N10); 57m2 x 0.70m	0	17-May-21	20-Aug-21 A																	
303-CCT2-1430	SD21- Type 2 Nth Wall - Slip 5 wall to Roof L; 2A-1 (N11); 74m2 x 0	0	25-May-21	08-Oct-21 A																	
303-CCT2-1640	Type 2 Nth Wall - Slip 1/2 wall to Roof L; Infills (N10/N11)	7	19-Nov-22	26-Nov-22	130																
<b>T2A - IB Roof L Precast &amp; Topping</b>		<b>32</b>	<b>06-Dec-22</b>	<b>03-Feb-23</b>	<b>132</b>																
303-CCT2-1580	Type 2 IB - Precast to Roof L & Transfer Beams to Smoke L (Sep F	12	06-Dec-22	19-Dec-22	132																
303-CCT2-1600	Type 2 IB - Topping to Roof L; 1199m2 x 0.22m	12	20-Dec-22	20-Jan-23	132																
303-CCT2-1610	Type 2 IB - Waterproofing & Protection to Roof L; 1199m2 x 0.15m	8	21-Jan-23	03-Feb-23	132																
<b>T2A - Central Wall</b>		<b>26</b>	<b>18-Oct-22</b>	<b>22-Nov-22</b>	<b>132</b>																
<b>T2A - Central Wall Smoke L to Roof L</b>		<b>26</b>	<b>18-Oct-22</b>	<b>22-Nov-22</b>	<b>132</b>																
303-CCT2-1510	Type 2 Central Columns - Smoke L to Roof L; 2A-2 (Cols to C14); 0	12	18-Oct-22	04-Nov-22	135																
303-CCT2-1520	Type 2 Central Wall - Smoke L to Roof L; 2A-2 (C9); 58m2 x 1.0m	11	22-Oct-22	08-Nov-22	132																

■ Actual Work   
 ■ Critical Remaining Work  
■ Remaining Work   
 ◆ Milestone





WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
303-CCT1-1000	Type 1 Central Wall - Smoke L to Roof L; 1B (C12) (24/7); 45m2 x	7	15-Sep-22	23-Sep-22	207																				
303-CCT1-1020	Type 1 Central Wall - Smoke L to Roof L; 1A (C15a) (24/7); 18m2 x	6	24-Sep-22	04-Oct-22	207																				
303-CCT1-1260	Type 1 Central Wall - Smoke L to Roof L; 1C (C11) (24/7); 207m2 x	13	20-Feb-23	07-Mar-23	104																				
<b>T1 - S1 Strut L Works</b>		<b>93</b>	<b>28-Sep-22</b>	<b>18-Feb-23</b>	<b>531</b>																				
303-CCT1-1050	Type 1 S1 Strut L - Remove K struts @ OB	3	28-Sep-22	04-Oct-22	621																				
303-CCT1-1040	Type 1 S1 Strut L - Remove gantry crane beams (24/7)	5	27-Oct-22	05-Nov-22	71																				
303-CCT1-1100	Type 1 S1 Strut L - Remove K struts @ IB	3	02-Dec-22	06-Dec-22	574																				
303-CCT1-1240	Type 1 S1 Strut L - Remove remaining struts 1-P2 to 1-P5 (24/7)	6	11-Feb-23	18-Feb-23	104																				
<b>T1 - H/O</b>		<b>45</b>	<b>28-Oct-22</b>	<b>14-Jan-23</b>	<b>71</b>																				
303-CCT1-1130	OB Tunnel - Commence NP Access to XP 21 Grouting (T1/T2 Roac	0	28-Oct-22		103																				
303-CCT1-1190	IB Tunnel - Commence NP Access to XP21 Excavation (T1/T2 Roa	0	14-Jan-23		71																				
<b>Nth Portal C&amp;C Works - Post-TBM Launch, Completion Works</b>		<b>707</b>	<b>18-Oct-21 A</b>	<b>05-Jul-24</b>	<b>340</b>																				
<b>Type 1 &amp; 2 Permanent Works</b>		<b>687</b>	<b>18-Oct-21 A</b>	<b>07-Jun-24</b>	<b>250</b>																				
<b>Type 1A Walls to Roof L</b>		<b>524</b>	<b>18-Oct-21 A</b>	<b>17-Nov-23</b>	<b>349</b>																				
303-PMWK-1050	SD21- Type 1 Sth Wall - Smoke L to Roof L; 1A (S9); 24m2 x 0.70r	9	18-Oct-21 A	04-Nov-21	837																				
303-PMWK-1060	Type 1 Sth Wall - Smoke L to Roof L; 1A (S14); 9m2 x 0.70m	8	05-Nov-21	15-Nov-21	837																				
303-PMWK-1000	Type 1 Nth Wall - Smoke L to Roof L; 1A (N9); 24m2 x 0.70m	11	16-Nov-21	29-Nov-21	837																				
303-PMWK-1010	Type 1 Nth Wall - Smoke L to Roof L; 1A (N14); 9m2 x 0.70m	8	30-Nov-21	09-Dec-21	837																				
303-PMWK-1030	Type 1 Central Wall - Smoke L to Roof L; 1A (C13) (24/7); 24m2 x 1	5	01-Nov-23	10-Nov-23	349																				
303-PMWK-1040	Type 1 Central Wall - Smoke L to Roof L; 1A (C15b) (24/7)	6	11-Nov-23	17-Nov-23	349																				
<b>Type 1A Roof Deck</b>		<b>30</b>	<b>18-Nov-23</b>	<b>12-Jan-24</b>	<b>349</b>																				
303-PMWK-1070	Type 1A - Precast to Roof L (Sep Portion 14) (IB/OB TBM breakthr	9	18-Nov-23	29-Nov-23	349																				
303-PMWK-1080	Type 1A - Topping; 387m2 x 0.20m	13	30-Nov-23	15-Dec-23	349																				
303-PMWK-1090	Type 1A - Waterproofing & Protection; 387m2 x 0.15m	8	16-Dec-23	12-Jan-24	349																				
<b>Post-TBM Inbound Type 1/2 Stage 2 Road L (Sep Portion 13)</b>		<b>58</b>	<b>18-Jan-24</b>	<b>08-Apr-24</b>	<b>259</b>																				
303-PMWK-1140	IB Invert/Road L - Remove Temp Ramp & Install St.2 Precast (Sep	22	18-Jan-24	14-Feb-24	46																				
303-PMWK-1180	IB Road L - Topping to Stage 2 Road L Precast; 587m2 x 0.20m	13	15-Feb-24	01-Mar-24	43																				
303-PMWK-1200	IB Barriers - Type 1/2	7	08-Mar-24	19-Mar-24	43																				
303-PMWK-1260	IB Pavement for TP#4 SAT testing (IF REQ'D)	7	27-Mar-24	08-Apr-24	243																				
<b>Post-TBM Outbound Type 1/2 Stage 2 Road L (Sep Portion 13)</b>		<b>60</b>	<b>18-Mar-24</b>	<b>07-Jun-24</b>	<b>220</b>																				
303-PMWK-1160	OB Invert/Road L - Remove Temp Ramp & Install St.2 Precast (Sep	22	18-Mar-24	16-Apr-24	23																				
303-PMWK-1210	OB Road L - Topping to Stage 2 Road L Precast; 784m2 x 0.25m	13	17-Apr-24	06-May-24	23																				
303-PMWK-1230	OB Barriers - Type 1/2	7	15-May-24	22-May-24	23																				
303-PMWK-1270	OB Pavement for TP#4 SAT testing (IF REQ'D)	6	31-May-24	07-Jun-24	207																				
<b>Type 3B Roof Deck</b>		<b>37</b>	<b>28-Feb-24</b>	<b>18-Apr-24</b>	<b>21</b>																				
303-PMWK-1130	Type 3 Roof L - Precast (Sep Portion 12)	6	28-Feb-24	05-Mar-24	21																				
303-PMWK-1150	Type 3 Roof L - Topping; 493m2 x 0.20m	13	06-Mar-24	23-Mar-24	21																				
303-PMWK-1190	Type 3 Roof L - Remove strut 3-P2	6	25-Mar-24	04-Apr-24	21																				
303-PMWK-1220	Type 3 Roof L - Construct Bal of roof deck (Sep Portion 12)	12	05-Apr-24	18-Apr-24	21																				
<b>Architectural Panels</b>		<b>85</b>	<b>20-Mar-24</b>	<b>05-Jul-24</b>	<b>376</b>																				
303-PMWK-1280	IB Arch Panels - 660m	38	20-Mar-24	09-May-24	387																				
303-PMWK-1290	OB Arch Panels - 660m	36	23-May-24	05-Jul-24	376																				
<b>Nth Portal Dive Structure</b>		<b>579</b>	<b>30-Mar-21 A</b>	<b>03-Apr-24</b>	<b>136</b>																				
<b>Type 5 walls</b>		<b>0</b>	<b>30-Mar-21 A</b>	<b>18-May-21 A</b>																					
303-CCPL-1130	Type 5 wall 2nd lift complete	0	30-Mar-21 A	18-May-21 A																					
<b>Type 4 &amp; 5 Walls</b>		<b>175</b>	<b>24-Jul-23</b>	<b>03-Apr-24</b>	<b>136</b>																				
303-PMWK-1020	IB Type 4A1/A2 & 5 Nth wall 2nd lift	24	24-Jul-23	22-Aug-23	287																				
303-PMWK-1170	Complete OB Type 4A1/A2 Sth wall 2nd lift	17	07-Mar-24	03-Apr-24	136																				

Actual Work Remaining Work Critical Remaining Work Milestone

WGTP Reset Program
Full Detail



Table with columns: Activity ID, Activity Name, Remaining Duration, Start, Finish, Total Float, and quarterly breakdowns for 2022, 2023, 2024, and 2025. Includes sections like OHVR Structure, Tunnel Plant Demobilisation, Gantry Cranes, Spoil Conveyors, etc.

Legend for work status: Actual Work (blue), Critical Remaining Work (red), Remaining Work (green), Milestone (diamond).

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
303-PAVE-1040	OHVR Pavement External/CCC - Install waterproofing	12	09-Sep-24	23-Sep-24	170																	
303-PAVE-1050	OHVR Pavement External/CCC - Install screed	4	24-Sep-24	02-Oct-24	170																	
303-CCPL-1360	OHVR Pavement Asphalt Wearing Surface	1	03-Oct-24	03-Oct-24	178																	
303-PAVE-1060	OHVR Pavement External/CCC - Construct kerbs & pavement	6	04-Oct-24	11-Oct-24	170																	
<b>Lyons St Truncation</b>		<b>10</b>	<b>09-Nov-20 A</b>	<b>14-Feb-22</b>	<b>883</b>																	
303-RDLC-2000	Footscray Main Drain Crossing - Piling south of drain; 21 of 34nos	0	09-Nov-20 A	19-Nov-20 A																		
303-RDLC-2010	Footscray Main Drain Crossing - Piling north of drain post-gas main	0	28-Apr-21 A	01-May-21 A																		
303-RDLC-2020	Footscray Main Drain Crossing - Pile Testing south and north of dra	0	28-May-21 ,	28-May-21 A																		
303-RDLC-2060	C2-A abutment works - backfill & drains	0	31-May-21 ,	23-Jul-21 A																		
303-RDLC-2030	FMD Crossing - pile sleeves	0	10-Jun-21 A	29-Jun-21 A																		
303-RDLC-2040	FMD Crossing - Br01 & Br02 abutment FRP	0	30-Jun-21 A	15-Jul-21 A																		
303-RDLC-2050	FMD Crossing - Br01 precast fabrication @ Pivot	0	08-Jul-21 A	17-Jul-21 A																		
303-RDLC-2070	FMD Crossing - Br01 precast Install & topping slabs	0	19-Jul-21 A	27-Jul-21 A																		
303-RDLC-2080	FMD Crossing - Br02 precast Install & topping slabs	11	01-Feb-22*	14-Feb-22	818																	
<b>External Roads &amp; Landscaping</b>		<b>207</b>	<b>17-Apr-24</b>	<b>25-Feb-25</b>	<b>169</b>																	
303-RDLC-1000	External roads - Initial (subject to coordination with Bldg)	60	17-Apr-24	13-Jul-24	234																	
303-RDLC-1010	External roads - Balance	60	15-Oct-24	24-Jan-25	169																	
303-RDLC-1020	Landscaping	22	28-Jan-25	25-Feb-25	169																	
<b>Subzone 302 - Tunnel Section</b>		<b>802</b>	<b>07-Jul-20 A</b>	<b>16-Nov-24</b>	<b>245</b>																	
<b>Outbound Tunnel Excavation</b>		<b>603</b>	<b>01-Mar-22</b>	<b>24-Oct-23</b>	<b>2</b>																	
<b>TBM Receipt, Assembly &amp; Launch</b>		<b>0</b>	<b>01-Mar-22</b>	<b>01-Mar-22</b>	<b>2</b>																	
<b>TBM final commissioning and commencement of Works</b>		<b>0</b>	<b>01-Mar-22</b>	<b>01-Mar-22</b>	<b>2</b>																	
302-OBTB-1080	Start of OB TBM Tunnelling (Tunnel Spoil Receiver Site Available)	0	01-Mar-22		2																	
<b>Tunnel Excavation</b>		<b>603</b>	<b>01-Mar-22</b>	<b>24-Oct-23</b>	<b>2</b>																	
<b>TBM Excavation &amp; Support</b>		<b>603</b>	<b>01-Mar-22</b>	<b>24-Oct-23</b>	<b>2</b>																	
302-OBEX-1000	Insitu Lining & Interface Collar (ie. Thrust Rings) - Outbound Tunnel	3	01-Mar-22	03-Mar-22	2																	
302-OBEX-1010	OB TBM Excavate & Support - Add'l 70m from Nth Portal with LC C	13	04-Mar-22	16-Mar-22	2																	
302-OBEX-1020	OB TBM Excavate & Support - 278m from Nth Portal to end Reach	50	17-Mar-22	05-May-22	2																	
302-OBEX-1030	OB TBM Excavate & Support - 220m into Reach 2 incl LC to 1st TE	45	06-May-22	19-Jun-22	2																	
302-OBEX-1040	TBM1 Remove thrust frame & temp svcs & install backend work ga	21	20-Jun-22	10-Jul-22	2																	
302-OBEX-1050	OB TBM Excavate & Support - 100m from re-start Ch.53990 - Ch.5	20	11-Jul-22	30-Jul-22	2																	
302-OBEX-1060	OB TBM Excavate & Support - 100m Ch.53890 - Ch.53790 [XP16]	20	31-Jul-22	19-Aug-22	2																	
302-OBEX-1070	OB TBM Excavate & Support - 40m to end of Reach 2 Ch.53790 -	8	20-Aug-22	27-Aug-22	2																	
302-OBEX-1080	OB TBM Excavate & Support - 100m Ch.53750 - Ch.53650	8	28-Aug-22	04-Sep-22	2																	
302-OBEX-1090	OB TBM Excavate & Support - 70m to end of Reach 3 Ch.53650 -	7	05-Sep-22	11-Sep-22	2																	
302-OBEX-1100	OB TBM Excavate & Support - 70m to end of Reach 4 Ch.53580 -	13	12-Sep-22	24-Sep-22	2																	
302-OBEX-1110	OB TBM Excavate & Support - 100m Ch.53510 - Ch.53410	9	25-Sep-22	03-Oct-22	2																	
302-OBEX-1120	OB TBM Excavate & Support - 100m Ch.53410 - Ch.53310 [XP12/	8	04-Oct-22	11-Oct-22	2																	
302-OBEX-1130	OB TBM Excavate & Support - 100m Ch.53310 - Ch.53210 [XP11]	11	12-Oct-22	22-Oct-22	2																	
302-OBEX-1140	OB TBM Excavate & Support - 100m Ch.53210 - Ch.53110 [XP10]	8	23-Oct-22	30-Oct-22	2																	
302-OBEX-1150	OB TBM Excavate & Support - 90m to end of Reach 5 Ch.53110 -	8	31-Oct-22	07-Nov-22	2																	
302-OBEX-1160	OB TBM Excavate & Support - 100m Ch.53020 - Ch.52920	14	08-Nov-22	21-Nov-22	2																	
302-OBEX-1170	OB TBM Excavate & Support - 100m Ch.52920 - Ch.52820 [XP8]	13	22-Nov-22	04-Dec-22	2																	
302-OBEX-1180	OB TBM Excavate & Support - 100m Ch.52820 - Ch.52720 [XP7]	14	05-Dec-22	18-Dec-22	2																	
302-OBEX-1190	OB TBM Excavate & Support - 100m Ch.52720 - Ch.52620 [XP6]	13	19-Dec-22	31-Dec-22	2																	
302-OBEX-1200	OB TBM Excavate & Support - 100m Ch.52620 - Ch.52520 [XP5]	14	01-Jan-23	14-Jan-23	2																	
302-OBEX-1210	OB TBM Excavate & Support - 20m to end of Reach 6 Ch.52520 -	3	15-Jan-23	17-Jan-23	2																	
302-OBEX-1220	OB TBM Excavate & Support - 100m Ch.52500 - Ch.52400 [XP4]	13	18-Jan-23	30-Jan-23	2																	

Actual Work (Blue bar) Critical Remaining Work (Red bar)  
Remaining Work (Green bar) Milestone (Black diamond)



WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
302-OBEX-1230	OB TBM Excavate & Support - 100m Ch.52400 - Ch.52300 [XP3]	14	31-Jan-23	13-Feb-23	2																			
302-OBEX-1240	OB TBM Excavate & Support - 100m to end of Reach 7 Ch.52300	13	14-Feb-23	26-Feb-23	2																			
302-OBEX-1250	OB TBM Excavate & Support - 100m Ch.52200 - Ch.52100 [SDX2]	17	27-Feb-23	15-Mar-23	2																			
302-OBEX-1260	OB TBM Excavate & Support - 100m Ch.52100 - Ch.52000 [XP1]	17	16-Mar-23	01-Apr-23	2																			
302-OBEX-1270	OB TBM Excavate & Support - 100m Ch.52000 - Ch.51900 [EOU9]	17	02-Apr-23	18-Apr-23	2																			
302-OBEX-1280	OB TBM Excavate & Support - 100m Ch.51900 - Ch.51800 [EOU8]	17	19-Apr-23	05-May-23	2																			
302-OBEX-1290	OB TBM Excavate & Support - 100m Ch.51800 - Ch.51700 [EOU7]	17	06-May-23	22-May-23	2																			
302-OBEX-1300	OB TBM Excavate & Support - 100m Ch.51700 - Ch.51600	17	23-May-23	08-Jun-23	2																			
302-OBEX-1310	OB TBM Excavate & Support - 100m to end of Reach 8 Ch.51600	17	09-Jun-23	25-Jun-23	2																			
302-OBEX-1320	OB TBM Excavate & Support - 100m Ch.51500 - Ch.51400 [EOU5]	20	26-Jun-23	15-Jul-23	2																			
302-OBEX-1330	OB TBM Excavate & Support - 100m Ch.51400 - Ch.51300 [EOU4]	20	16-Jul-23	04-Aug-23	2																			
302-OBEX-1340	OB TBM Excavate & Support - 100m Ch.51300 - Ch.51200 [EOU3]	20	05-Aug-23	24-Aug-23	2																			
302-OBEX-1350	OB TBM Excavate & Support - 100m Ch.51200 - Ch.51100 [EOU2]	21	25-Aug-23	14-Sep-23	2																			
302-OBEX-1360	OB TBM Excavate & Support - 100m Ch.51100 - Ch.51000	20	15-Sep-23	04-Oct-23	2																			
302-OBEX-1370	OB TBM Excavate & Support - 100m to end of Reach 9 & TBM driv	20	05-Oct-23	24-Oct-23	2																			
<b>Inbound Tunnel Excavation</b>		<b>447</b>	<b>01-Mar-22</b>	<b>21-May-23</b>	<b>79</b>																			
<b>TBM Receipt, Assembly &amp; Launch</b>		<b>70</b>	<b>01-Mar-22</b>	<b>10-May-22</b>	<b>63</b>																			
<b>TBM final commissioning and commencement of Works</b>		<b>70</b>	<b>01-Mar-22</b>	<b>10-May-22</b>	<b>63</b>																			
302-IBTB-1030	TBM separation lead time	70	01-Mar-22	09-May-22	63																			
302-IBTB-1020	TBM2 ready to bore / Start of IB TBM Tunnelling	0	10-May-22		63																			
<b>Tunnel Excavation</b>		<b>377</b>	<b>10-May-22</b>	<b>21-May-23</b>	<b>79</b>																			
<b>TBM Excavation &amp; Support</b>		<b>377</b>	<b>10-May-22</b>	<b>21-May-23</b>	<b>79</b>																			
302-IBEX-1000	Insitu Lining & Interface Collar (ie. Thrust Rings) - Inbound Tunnel 1	3	10-May-22	12-May-22	63																			
302-IBEX-1010	IB TBM Excavate & Support - Add'l 70m from Nth Portal with LC - C	11	13-May-22	23-May-22	63																			
302-IBEX-1020	IB TBM Excavate & Support - 150m from Nth Portal - Ch. 14140 - C	31	24-May-22	23-Jun-22	63																			
302-IBEX-1030	IB TBM Excavate & Support - 128m to end of Reach 1 - Ch. 13990	17	24-Jun-22	10-Jul-22	63																			
302-IBEX-1040	IB TBM Excavate & Support - 100m - Ch. 13862 - Ch. 13762	20	11-Jul-22	30-Jul-22	63																			
302-IBEX-1050	IB TBM Excavate & Support - 100m to 1st TBM stop Ch. 13762 - C	20	31-Jul-22	19-Aug-22	63																			
302-IBEX-1060	TBM2 Remove thrust frame & temp svcs & install backend work ga	25	20-Aug-22	13-Sep-22	63																			
302-IBEX-1070	IB TBM Excavate & Support - 100m - Ch. 13662 - Ch. 13562 - [XP1]	20	14-Sep-22	03-Oct-22	79																			
302-IBEX-1080	IB TBM Excavate & Support - 100m - Ch. 13562 - Ch. 13462 [XP16]	20	04-Oct-22	23-Oct-22	79																			
302-IBEX-1090	IB TBM Excavate & Support - 60m to end of Reach 2 - Ch. 13462 -	12	24-Oct-22	04-Nov-22	79																			
302-IBEX-1100	IB TBM Excavate & Support - 100m - Ch. 13402 - Ch. 13302 [XP15]	9	05-Nov-22	13-Nov-22	79																			
302-IBEX-1110	IB TBM Excavate & Support - 70m to end of Reach 3 - Ch. 13302 -	6	14-Nov-22	19-Nov-22	79																			
302-IBEX-1120	IB TBM Excavate & Support - 70m to end of Reach 4 - Ch. 13232 -	14	20-Nov-22	03-Dec-22	79																			
302-IBEX-1130	IB TBM Excavate & Support - 100m - Ch. 13162 - Ch. 13062	8	04-Dec-22	11-Dec-22	79																			
302-IBEX-1140	IB TBM Excavate & Support - 100m - Ch. 13062 - Ch. 12962 [XP12]	9	12-Dec-22	20-Dec-22	79																			
302-IBEX-1150	IB TBM Excavate & Support - 100m - Ch. 12962 - Ch. 12862 - [XP1]	8	21-Dec-22	28-Dec-22	79																			
302-IBEX-1160	IB TBM Excavate & Support - 100m - Ch. 12862 - Ch. 12762 - [XP11]	9	29-Dec-22	06-Jan-23	79																			
302-IBEX-1170	IB TBM Excavate & Support - 90m to end of Reach 5 - Ch. 12762 -	8	07-Jan-23	14-Jan-23	79																			
302-IBEX-1180	IB TBM Excavate & Support - 100m - Ch. 12672 - Ch. 12572	14	15-Jan-23	28-Jan-23	79																			
302-IBEX-1190	IB TBM Excavate & Support - 100m - Ch. 12572 - Ch. 12472 - [XP8]	13	29-Jan-23	10-Feb-23	79																			
302-IBEX-1200	IB TBM Excavate & Support - 100m - Ch. 12472 - Ch. 12372 - [XP7]	13	11-Feb-23	23-Feb-23	79																			
302-IBEX-1210	IB TBM Excavate & Support - 100m - Ch. 12372 - Ch. 12272 - [XP6]	14	24-Feb-23	09-Mar-23	79																			
302-IBEX-1220	IB TBM Excavate & Support - 100m - Ch. 12272 - Ch. 12172 - [XP5]	13	10-Mar-23	22-Mar-23	79																			
302-IBEX-1230	IB TBM Excavate & Support - 45m to end of Reach 6 - Ch. 12172 -	6	23-Mar-23	28-Mar-23	79																			
302-IBEX-1240	IB TBM Excavate & Support - 100m - Ch. 12127 - Ch. 12027 - [XP4]	14	29-Mar-23	11-Apr-23	79																			
302-IBEX-1250	IB TBM Excavate & Support - 40m to end of Reach 7 - Ch. 12027 -	6	12-Apr-23	17-Apr-23	79																			

Actual Work Remaining Work Critical Remaining Work Milestone

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025								
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
302-IBEX-1260	IB TBM Excavate & Support - 100m - Ch.11987 - Ch.11887 - [XP3]	17	18-Apr-23	04-May-23	79																					
302-IBEX-1270	IB TBM Excavate & Support - 97m to end of Reach 8 & TBM drive	17	05-May-23	21-May-23	79																					
<b>Oubound Tunnel BEW</b>		<b>802</b>	<b>08-Sep-20 A</b>	<b>16-Nov-24</b>	<b>245</b>																					
<b>BEW Gantries Delivery &amp; Assembly</b>		<b>34</b>	<b>08-Sep-20 A</b>	<b>02-Dec-21</b>	<b>219</b>																					
302-OBBE-1000	OB BEW Gantry - Corbel Concreting Assemble	21	08-Sep-20 A	17-Nov-21	203																					
302-OBBE-1010	OB BEW Gantry - Drainage Installation Assemble (On-site 26Mar21	28	21-Oct-21	25-Nov-21	215																					
302-OBBE-1020	OB BEW Gantry - Road Deck & Smoke Duct Panel Installation Assr	28	28-Oct-21	02-Dec-21	219																					
<b>Corbel Scabbling &amp; Drilling</b>		<b>473</b>	<b>06-Apr-22</b>	<b>27-Jan-24</b>	<b>58</b>																					
302-OBCB-1000	OB Corbels Scabbling & Drilling - 208m Nth Portal - XP20 with LC	40	06-Apr-22	28-May-22	66																					
302-OBCB-1020	OB Corbels Scabbling & Drilling - 238m XP20 - XP18	40	30-May-22	16-Jul-22	69																					
302-OBCB-1030	OB Corbels Scabbling & Drilling - 240m XP18 - XP16	25	06-Aug-22	03-Sep-22	55																					
302-OBCB-1070	OB Corbels Scabbling & Drilling - 240m XP16 - XP14	26	05-Sep-22	06-Oct-22	55																					
302-OBCB-1110	OB Corbels Scabbling & Drilling - 239m XP14 - XP12	23	07-Oct-22	05-Nov-22	55																					
302-OBCB-1140	OB Corbels Scabbling & Drilling - 240m XP12 - XP10	21	07-Nov-22	30-Nov-22	55																					
302-OBCB-1170	OB Corbels Scabbling & Drilling - 239m XP10 - XP8	21	01-Dec-22	05-Jan-23	55																					
302-OBCB-1220	OB Corbels Scabbling & Drilling - 239m XP8 - XP6	27	06-Jan-23	09-Feb-23	55																					
302-OBCB-1280	OB Corbels Scabbling & Drilling - 239m XP6 - XP4	37	10-Feb-23	27-Mar-23	55																					
302-OBCB-1300	OB Corbels Scabbling & Drilling - 239m XP4 - XP2	30	28-Mar-23	09-May-23	55																					
302-OBCB-1340	OB Corbels Scabbling & Drilling - 239m XP2 - EOU9	28	10-May-23	13-Jun-23	55																					
302-OBCB-1400	OB Corbels Scabbling & Drilling - 120m EOU9 - EOU8	16	14-Jun-23	01-Jul-23	55																					
302-OBCB-1440	OB Corbels Scabbling & Drilling - 240m EOU8 - EOU6	39	03-Jul-23	16-Aug-23	55																					
302-OBCB-1500	OB Corbels Scabbling & Drilling - 240m EOU6 - EOU4	39	17-Aug-23	03-Oct-23	55																					
302-OBCB-1540	OB Corbels Scabbling & Drilling - 241m EOU4 - EOU2	39	04-Oct-23	21-Nov-23	55																					
302-OBCB-1600	OB Corbels Scabbling & Drilling - 217m EOU2 - Sth Portal	39	06-Dec-23	13-Jan-24	65																					
302-OBCB-1610	OB Remove Corbel Scabbling & Drilling Gantries from Alignment	4	24-Jan-24	27-Jan-24	81																					
<b>Corbel Rebar</b>		<b>458</b>	<b>30-Apr-22</b>	<b>31-Jan-24</b>	<b>57</b>																					
302-OBCB-1010	OB Corbels Rebar - 208m Nth Portal - XP20 with LC	34	30-Apr-22	08-Jun-22	66																					
302-OBCB-1040	OB Corbels Rebar - 238m XP20 - XP18	50	09-Jun-22	08-Aug-22	66																					
302-OBCB-1080	OB Corbels Rebar - 240m XP18 - XP16	26	13-Aug-22	12-Sep-22	62																					
302-OBCB-1120	OB Corbels Rebar - 240m XP16 - XP14	26	13-Sep-22	14-Oct-22	62																					
302-OBCB-1160	OB Corbels Rebar - 239m XP14 - XP12	26	15-Oct-22	17-Nov-22	62																					
302-OBCB-1190	OB Corbels Rebar - 240m XP12 - XP10	20	18-Nov-22	10-Dec-22	62																					
302-OBCB-1230	OB Corbels Rebar - 239m XP10 - XP8	20	12-Dec-22	14-Jan-23	62																					
302-OBCB-1260	OB Corbels Rebar - 239m XP8 - XP6	34	16-Jan-23	27-Feb-23	62																					
302-OBCB-1320	OB Corbels Rebar - 239m XP6 - XP4	39	28-Feb-23	21-Apr-23	62																					
302-OBCB-1350	OB Corbels Rebar - 239m XP4 - XP2	26	24-Apr-23	24-May-23	62																					
302-OBCB-1380	OB Corbels Rebar - 239m XP2 - EOU9	26	25-May-23	26-Jun-23	62																					
302-OBCB-1420	OB Corbels Rebar - 120m EOU9 - EOU8	13	27-Jun-23	11-Jul-23	62																					
302-OBCB-1470	OB Corbels Rebar - 240m EOU8 - EOU6	36	13-Jul-23	23-Aug-23	61																					
302-OBCB-1510	OB Corbels Rebar - 240m EOU6 - EOU4	39	24-Aug-23	10-Oct-23	61																					
302-OBCB-1560	OB Corbels Rebar - 241m EOU4 - EOU2	39	11-Oct-23	28-Nov-23	61																					
302-OBCB-1620	OB Corbels Rebar - 217m EOU2 - Sth Portal	31	20-Dec-23	19-Jan-24	65																					
302-OBCB-1640	OB Remove Corbel Rebar Gantries from Alignment	4	28-Jan-24	31-Jan-24	81																					
<b>Corbel Pour</b>		<b>410</b>	<b>28-Jul-22</b>	<b>21-Feb-24</b>	<b>46</b>																					
302-OBCB-1050	OB Corbels Pour - 222m Nth Portal - XP20 with LC	37	28-Jul-22	08-Sep-22	25																					
302-OBCB-1090	OB Corbels Pour - 241m XP20 - XP18	31	09-Sep-22	17-Oct-22	32																					
302-OBCB-1130	OB Corbels Pour - 237m XP18 - XP16	31	18-Oct-22	25-Nov-22	32																					
302-OBCB-1180	OB Corbels Pour - 240m XP16 - XP14	31	26-Nov-22	12-Jan-23	32																					

Actual Work Remaining Work Critical Remaining Work Milestone

### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025													
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4									
302-OBCB-1210	OB Corbels Pour - 239m XP14 - XP12	31	13-Jan-23	21-Feb-23	32																										
302-OBCB-1250	OB Corbels Pour - 240m XP12 - XP10	31	22-Feb-23	31-Mar-23	32																										
302-OBCB-1290	OB Corbels Pour - 239m XP10 - XP8	31	01-Apr-23	15-May-23	32																										
302-OBCB-1330	OB Corbels Pour - 239m XP8 - XP6	31	16-May-23	22-Jun-23	32																										
302-OBCB-1370	OB Corbels Pour - 239m XP6 - XP4	31	23-Jun-23	28-Jul-23	32																										
302-OBCB-1410	OB Corbels Pour - 239m XP4 - XP2	31	29-Jul-23	02-Sep-23	32																										
302-OBCB-1450	OB Corbels Pour - 239m XP2 - EOU9	31	03-Sep-23	03-Oct-23	42																										
302-OBCB-1480	OB Corbels Pour - 120m EOU9 - EOU8	17	04-Oct-23	20-Oct-23	42																										
302-OBCB-1520	OB Corbels Pour - 240m EOU8 - EOU6	31	21-Oct-23	20-Nov-23	42																										
302-OBCB-1550	OB Corbels Pour - 240m EOU6 - EOU4	31	21-Nov-23	21-Dec-23	42																										
302-OBCB-1580	OB Corbels Pour - 241m EOU4 - EOU2	31	22-Dec-23	21-Jan-24	42																										
302-OBCB-1630	OB Corbels Pour - 217m EOU2 - Sth Portal	27	22-Jan-24	17-Feb-24	42																										
302-OBCB-1650	OB Remove Corbel Pour Gentries from Alignment	4	18-Feb-24	21-Feb-24	64																										
<b>Tunnel Drainage</b>		<b>412</b>	<b>08-Aug-22</b>	<b>05-Mar-24</b>	<b>39</b>																										
302-OBDR-1000	OB Drainage - Nth Portal - XP20 - 222m	39	08-Aug-22	21-Sep-22	26																										
302-OBDR-1010	OB Drainage - XP20 - XP18 - 241m	31	22-Sep-22	02-Nov-22	27																										
302-OBDR-1020	OB Drainage - XP18 - XP16 - 237m	31	03-Nov-22	08-Dec-22	27																										
302-OBDR-1030	OB Drainage - XP16 - XP14 - 240m	31	09-Dec-22	25-Jan-23	27																										
302-OBDR-1040	OB Drainage - XP14 - XP12 - 239m [LPS1]	31	30-Jan-23	06-Mar-23	27																										
302-OBDR-1050	OB Drainage - XP12 - XP10 - 240m	31	07-Mar-23	19-Apr-23	27																										
302-OBDR-1060	OB Drainage - XP10 - XP8 - 239m	31	20-Apr-23	27-May-23	27																										
302-OBDR-1070	OB Drainage - XP8 - XP6 - 239m	31	29-May-23	05-Jul-23	27																										
302-OBDR-1080	OB Drainage - XP6 - XP4 - 239m	31	06-Jul-23	10-Aug-23	27																										
302-OBDR-1090	OB Drainage - XP4 - XP2 - 239m	31	11-Aug-23	15-Sep-23	27																										
302-OBDR-1100	OB Drainage - XP2 - EOU10 - 239m	31	16-Sep-23	16-Oct-23	35																										
302-OBDR-1110	OB Drainage - EOU10 - EOU8 - 120m	17	17-Oct-23	02-Nov-23	35																										
302-OBDR-1120	OB Drainage - EOU8 - EOU6 - 240m	31	03-Nov-23	03-Dec-23	35																										
302-OBDR-1130	OB Drainage - EOU6 - EOU4 - 240m	31	04-Dec-23	03-Jan-24	35																										
302-OBDR-1140	OB Drainage - EOU4 - EOU2 - 241m	31	04-Jan-24	03-Feb-24	35																										
302-OBDR-1150	OB Drainage - EOU2 - Sth Portal - 217m	27	04-Feb-24	01-Mar-24	35																										
302-OBDR-1160	OB Remove Drainage Gantry from Alignment	4	02-Mar-24	05-Mar-24	55																										
<b>Road Deck &amp; Smoke Duct - Precast Panel Installation</b>		<b>410</b>	<b>19-Aug-22</b>	<b>14-Mar-24</b>	<b>36</b>																										
302-OBDR-1000	OB Road Deck & Smoke Duct Precast Installation - Nth Portal - XP;	41	19-Aug-22	07-Oct-22	27																										
302-OBDR-1030	OB Road Deck & Smoke Duct Precast Installation - XP20 - XP18 - 2	31	08-Oct-22	16-Nov-22	27																										
302-OBDR-1060	OB Road Deck & Smoke Duct Precast Installation - XP18 - XP16 - 2	31	17-Nov-22	22-Dec-22	27																										
302-OBDR-1090	OB Road Deck & Smoke Duct Precast Installation - XP16 - XP14 - :	31	04-Jan-23	11-Feb-23	27																										
302-OBDR-1120	OB Road Deck & Smoke Duct Precast Installation - XP14 - XP12 - :	31	13-Feb-23	22-Mar-23	27																										
302-OBDR-1150	OB Road Deck & Smoke Duct Precast Installation - XP12 - XP10 - :	31	23-Mar-23	05-May-23	27																										
302-OBDR-1180	OB Road Deck & Smoke Duct Precast Installation - XP10 - XP8 - 2:	31	06-May-23	13-Jun-23	27																										
302-OBDR-1210	OB Road Deck & Smoke Duct Precast Installation - XP8 - XP6 - 23:	31	14-Jun-23	19-Jul-23	27																										
302-OBDR-1240	OB Road Deck & Smoke Duct Precast Installation - XP6 - XP4 - 23:	31	20-Jul-23	24-Aug-23	27																										
302-OBDR-1270	OB Road Deck & Smoke Duct Precast Installation - XP4 - XP2 - 23:	31	25-Aug-23	24-Sep-23	32																										
302-OBDR-1290	OB Road Deck & Smoke Duct Precast Installation - XP2 - EOU9 - 2	32	25-Sep-23	26-Oct-23	32																										
302-OBDR-1310	OB Road Deck & Smoke Duct Precast Installation - EOU9 - EOU8 -	16	27-Oct-23	11-Nov-23	32																										
302-OBDR-1340	OB Road Deck & Smoke Duct Precast Installation - EOU8 - EOU6 -	31	12-Nov-23	12-Dec-23	32																										
302-OBDR-1370	OB Road Deck & Smoke Duct Precast Installation - EOU6 - EOU4 -	31	13-Dec-23	12-Jan-24	32																										
302-OBDR-1400	OB Road Deck & Smoke Duct Precast Installation - EOU4 - EOU2 -	31	13-Jan-24	12-Feb-24	32																										
302-OBDR-1420	OB Road Deck & Smoke Duct Precast Installation - EOU2 - Sth Por	27	13-Feb-24	10-Mar-24	32																										

Legend:  
Actual Work (blue bar)  
Remaining Work (green bar)  
Critical Remaining Work (red bar)  
Milestone (diamond symbol)

TASK filter: WBS Constraint.



WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
302-OBRD-1430	OB Remove Road Deck Gantry from Alignment	4	11-Mar-24	14-Mar-24	50																		
<b>Road Deck &amp; Smoke Duct - Stitch Pours incl Closure Stitch</b>		534	03-Sep-22	19-Sep-24	161																		
<b>Initial Insitu RC Stitch Pour</b>		405	03-Sep-22	23-Mar-24	49																		
302-OBRD-1010	OB Road Deck Transverse Stitch Pour - Nth Portal -XP20 incl LC 2	36	03-Sep-22	17-Oct-22	37																		
302-OBRD-1040	OB Road Deck Transverse Stitch Pour - XP20 - XP18 - 238m	31	18-Oct-22	25-Nov-22	40																		
302-OBRD-1070	OB Road Deck Transverse Stitch Pour - XP18 - XP16 - 240m	31	26-Nov-22	12-Jan-23	40																		
302-OBRD-1100	OB Road Deck Transverse Stitch Pour - XP16 - XP14 - 240m	31	13-Jan-23	21-Feb-23	40																		
302-OBRD-1130	OB Road Deck Transverse Stitch Pour - XP14 - XP12 - 239m [LPS	31	22-Feb-23	31-Mar-23	40																		
302-OBRD-1160	OB Road Deck Transverse Stitch Pour - XP12 - XP10 - 240m	31	01-Apr-23	15-May-23	40																		
302-OBRD-1190	OB Road Deck Transverse Stitch Pour - XP10 - XP8 - 239m	31	16-May-23	22-Jun-23	40																		
302-OBRD-1220	OB Road Deck Transverse Stitch Pour - XP8 - XP6 - 239m	31	23-Jun-23	28-Jul-23	40																		
302-OBRD-1250	OB Road Deck Transverse Stitch Pour - XP6 - XP4 - 239m	31	29-Jul-23	02-Sep-23	40																		
302-OBRD-1280	OB Road Deck Transverse Stitch Pour - XP4 - XP2 - 239m	31	03-Sep-23	03-Oct-23	51																		
302-OBRD-1320	OB Road Deck Transverse Stitch Pour - XP2 - EOU10 - 239m	32	04-Oct-23	04-Nov-23	51																		
302-OBRD-1350	OB Road Deck Transverse Stitch Pour - EOU10 - EOU8 - 120m	16	05-Nov-23	20-Nov-23	51																		
302-OBRD-1380	OB Road Deck Transverse Stitch Pour - EOU8 - EOU6 - 240m	31	21-Nov-23	21-Dec-23	51																		
302-OBRD-1410	OB Road Deck Transverse Stitch Pour - EOU6 - EOU4 - 240m	31	22-Dec-23	21-Jan-24	59																		
302-OBRD-1450	OB Road Deck Transverse Stitch Pour - EOU4 - EOU2 - 241m	31	22-Jan-24	21-Feb-24	64																		
302-OBRD-1470	OB Road Deck Transverse Stitch Pour - EOU2 - Sth Portal - 217m	31	22-Feb-24	23-Mar-24	68																		
<b>Insitu RC Stitch Slab Cure Period</b>		687	28-Oct-22	13-Sep-24	227																		
302-OBRD-1500	OB Road Deck Insitu RC Stitch Slab Cure Period - Nth Portal - XP2	180	28-Oct-22	25-Apr-23	712																		
302-OBRD-1510	OB Road Deck Insitu RC Stitch Slab Cure Period - XP2 - XP1 (6 m)	180	16-Nov-23	13-May-24	344																		
302-OBRD-1520	OB Road Deck Insitu RC Stitch Slab Cure Period - EOU2- EOU1 (6	180	18-Mar-24	13-Sep-24	227																		
<b>Closure Stitch Pour</b>		115	07-May-24	19-Sep-24	166																		
302-OBRD-1530	OB Road Deck Closure Stitch; NP-XP1 42nos	11	07-May-24	20-May-24	265																		
302-OBRD-1540	OB Road Deck Closure Stitch; EOU9-OSP 21nos	5	14-Sep-24	19-Sep-24	166																		
<b>Road Deck - Hinge Slab, XP-side Barriers &amp; Road Deck Openings</b>		406	14-Sep-22	03-Apr-24	45																		
302-OBRD-1020	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- 22	36	14-Sep-22	27-Oct-22	37																		
302-OBRD-1050	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- 24	31	28-Oct-22	06-Dec-22	37																		
302-OBRD-1080	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- 23	31	07-Dec-22	23-Jan-23	37																		
302-OBRD-1110	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- XP	31	24-Jan-23	03-Mar-23	37																		
302-OBRD-1140	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- XP	31	04-Mar-23	17-Apr-23	37																		
302-OBRD-1170	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- XP	31	18-Apr-23	25-May-23	37																		
302-OBRD-1200	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- XP	31	26-May-23	03-Jul-23	37																		
302-OBRD-1230	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- XP	31	04-Jul-23	08-Aug-23	37																		
302-OBRD-1260	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- XP	31	09-Aug-23	13-Sep-23	37																		
302-OBRD-1300	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- XP	32	14-Sep-23	15-Oct-23	46																		
302-OBRD-1330	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- XP	31	16-Oct-23	15-Nov-23	46																		
302-OBRD-1360	OB Road Deck Hinge Slab; XP-side Barriers- EOU9 - EOU8 - 120m	16	16-Nov-23	01-Dec-23	46																		
302-OBRD-1390	OB Road Deck Hinge Slab; XP-side Barriers- EOU8 - EOU6 - 240m	31	02-Dec-23	01-Jan-24	46																		
302-OBRD-1440	OB Road Deck Hinge Slab; XP-side Barriers- EOU6 - EOU4 - 240m	31	02-Jan-24	01-Feb-24	54																		
302-OBRD-1460	OB Road Deck Hinge Slab; XP-side Barriers- EOU4 - EOU2 - 241m	31	02-Feb-24	03-Mar-24	59																		
302-OBRD-1480	OB Road Deck Hinge Slab; XP-side Barriers & Road Openings- EO	31	04-Mar-24	03-Apr-24	63																		
<b>Temporary Barrier Setup for MEI Intrazone Cabling</b>		142	25-Oct-23	04-May-24	2																		
302-OBTB-1510	OB Service Tunnel Temp Barrier Setup for MEI Intrazone Cabling Z	6	25-Oct-23	31-Oct-23	2																		
302-OBTB-1520	OB Service Tunnel Temp Barrier Setup for MEI Intrazone Cabling Z	6	12-Dec-23	18-Dec-23	2																		
302-OBTB-1530	OB Service Tunnel Temp Barrier Setup for MEI Intrazone Cabling Z	4	12-Feb-24	15-Feb-24	2																		
302-OBTB-1540	OB Service Tunnel Temp Barrier Setup for MEI Intrazone Cabling Z	4	08-Mar-24	14-Mar-24	2																		

Actual Work Remaining Work Critical Remaining Work Milestone

### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
302-OBTB-1550	OB Service Tunnel Temp Barrier Setup for MEI Intrazone Cabling Z	4	01-May-24	04-May-24	2																
<b>Smoke Duct Completion Works, eg. caulking, spoon drains, jet fan hangers</b>		133	06-Dec-23	01-Jun-24	49																
302-OBSC-1050	OB Remove temp vent flexiducts from Smoke Duct L 2600m @ 20	17	06-Dec-23	05-Jan-24	49																
302-OBSC-1010	OB Smoke Duct Completion - NP - XP13 1000m @ 1000m/mo	31	08-Jan-24	14-Feb-24	49																
302-OBSC-1020	OB Smoke Duct Completion - XP13 - XP5 1000m @ 1000m/mo	31	15-Feb-24	23-Mar-24	49																
302-OBSC-1030	OB Smoke Duct Completion - XP5 - EOU6 1000m @ 1000m/mo	31	25-Mar-24	06-May-24	49																
302-OBSC-1040	OB Smoke Duct Completion - EOU6 - OSP 700m @ 1000m/mo	23	07-May-24	01-Jun-24	49																
<b>Slow-side Road Barriers</b>		48	23-Jul-24	26-Sep-24	38																
302-OBRB-1000	Remove Outbound Tunnel Temporary Tunnel Services from North F	39	23-Jul-24	30-Aug-24	44																
302-OBRB-1010	OB Barriers (Slow-side) - Nth Portal - XP8 - 1607m	10	31-Aug-24	11-Sep-24	35																
302-OBRB-1020	OB Barriers (Slow-side) - XP8 - EOU6 - 1382m	9	12-Sep-24	21-Sep-24	36																
302-OBRB-1030	OB Barriers (Slow-side) - EOU6 - Sth Portal - 599m	4	23-Sep-24	26-Sep-24	41																
<b>Architectural Wall Panels</b>		352	13-Jul-23	16-Nov-24	245																
<b>XP-side</b>		342	13-Jul-23	16-Sep-24	286																
302-OBWP-1000	OB Arch Panels (XP-side) - Nth Portal - XP18 - 452m	30	13-Jul-23	16-Aug-23	410																
302-OBWP-1010	OB Arch Panels (XP-side) - XP18 - XP14 - 462m	30	26-Sep-23	01-Nov-23	376																
302-OBWP-1020	OB Arch Panels (XP-side) - XP14 - XP10 - 462m [LPS]	30	20-Nov-23	04-Jan-24	364																
302-OBWP-1030	OB Arch Panels (XP-side) - XP10 - XP6 - 462m	30	09-Feb-24	16-Mar-24	337																
302-OBWP-1040	OB Arch Panels (XP-side) - XP6 - XP2 - 462m	29	17-Apr-24	23-May-24	314																
302-OBWP-1050	OB Arch Panels (XP-side) - XP2 - EOU8 - 462m	23	24-May-24	21-Jun-24	314																
302-OBWP-1060	OB Arch Panels (XP-side) - EOU8 - EOU4 - 459m	23	01-Jul-24	26-Jul-24	307																
302-OBWP-1070	OB Arch Panels (XP-side) - EOU4 - Sth Portal - 369m	23	21-Aug-24	16-Sep-24	286																
<b>Slow-side &amp; Portals</b>		25	14-Oct-24	16-Nov-24	245																
302-OBWP-1110	OB Arch Panels (XP-side) - Nth Portal - 136m	2	14-Oct-24	15-Oct-24	265																
302-OBWP-1120	OB Arch Panels (Slow-side) - Nth Portal - 136m	2	16-Oct-24	17-Oct-24	265																
302-OBWP-1080	OB Arch Panels (Slow-side) - Nth Portal - XP8 - 1607m	10	18-Oct-24	27-Oct-24	343																
302-OBWP-1090	OB Arch Panels (Slow-side) - XP8 - EOU6 - 1382m	10	28-Oct-24	06-Nov-24	343																
302-OBWP-1100	OB Arch Panels (Slow-side) - EOU6 - Sth Portal - 599m	4	07-Nov-24	10-Nov-24	343																
302-OBWP-1130	OB Arch Panels (Slow-side) - OB Sth Portal - 200m	3	11-Nov-24	13-Nov-24	266																
302-OBWP-1140	OB Arch Panels (XP-side) - OB Sth Portal - 200m	3	14-Nov-24	16-Nov-24	266																
<b>Pavements</b>		12	30-Sep-24	12-Oct-24	160																
302-OBPV-1000	OB Pavement: Tunnels (3658m) + Portals (810m) = 4468m (or 536	12	30-Sep-24	12-Oct-24	160																
<b>Inbound Tunnel BEW</b>		758	07-Jul-20 A	16-Sep-24	289																
<b>BEW Gantries Delivery &amp; Assembly</b>		73	07-Jul-20 A	31-Jan-22	258																
302-IBBE-1000	IB BEW Gantry - Corbel Drilling & Scabbling Assembly	9	07-Jul-20 A	03-Nov-21	230																
302-IBBE-1020	IB BEW Gantry - Corbel Reo Installation Assembly	28	04-Nov-21	06-Dec-21	230																
302-IBBE-1040	IB BEW Gantry - Drainage Installation Assemble (On-site 30Apr21)	28	26-Nov-21	07-Jan-22	266																
302-IBBE-1010	IB BEW Gantry - Road Deck & Smoke Duct Panel Installation Asse	28	03-Dec-21	15-Jan-22	269																
302-IBBE-1030	IB BEW Gantry - Corbel Concreting Assembly	36	07-Dec-21	31-Jan-22	230																
<b>Corbel Scabbling &amp; Drilling</b>		376	14-Jun-22	28-Sep-23	77																
302-IBCB-1000	IB Corbels Scabbling & Drilling - Nth Portal - XP20 - 224m with LC	44	14-Jun-22	03-Aug-22	82																
302-IBCB-1020	IB Corbels Scabbling & Drilling - XP20 - XP18 - 239m	42	04-Aug-22	21-Sep-22	82																
302-IBCB-1050	IB Corbels Scabbling & Drilling - XP18 - XP16 - 240m	46	29-Sep-22	26-Nov-22	76																
302-IBCB-1080	IB Corbels Scabbling & Drilling - XP16 - XP14 - 240m	46	28-Nov-22	03-Feb-23	76																
302-IBCB-1110	IB Corbels Scabbling & Drilling - XP14 - XP12 - 238m	27	04-Feb-23	07-Mar-23	76																
302-IBCB-1140	IB Corbels Scabbling & Drilling - XP12 - XP10 - 236m	26	08-Mar-23	14-Apr-23	76																
302-IBCB-1170	IB Corbels Scabbling & Drilling - XP10 - XP8 - 236m	36	15-Apr-23	29-May-23	76																
302-IBCB-1200	IB Corbels Scabbling & Drilling - XP8 - XP6 - 236m	30	30-May-23	05-Jul-23	77																

■ Actual Work
 ■ Critical Remaining Work
 ■ Remaining Work
 ◆ Milestone



WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
302-IBCB-1220	IB Corbels Scabbling & Drilling - XP6 - XP4 - 236m	26	06-Jul-23	04-Aug-23	77																	
302-IBCB-1240	IB Corbels Scabbling & Drilling - XP4 - XP3 - 118m	13	05-Aug-23	19-Aug-23	77																	
302-IBCB-1250	IB Corbels Scabbling & Drilling - XP3 - XP2 - 118m	16	21-Aug-23	07-Sep-23	77																	
302-IBCB-1310	IB Corbels Scabbling & Drilling - XP2 - Sth Portal - 73m	14	08-Sep-23	23-Sep-23	77																	
302-IBCB-1320	IB Corbels Scabbling & Drilling - Remove gantry from alignment	4	25-Sep-23	28-Sep-23	77																	
<b>Corbel Rebar</b>		<b>371</b>	<b>04-Jul-22</b>	<b>14-Oct-23</b>	<b>94</b>																	
302-IBCB-1010	IB Corbels Rebar - Nth Portal - XP20 - 224m with LC	36	04-Jul-22	13-Aug-22	85																	
302-IBCB-1030	IB Corbels Rebar - XP20 - XP18 - 239m	39	15-Aug-22	28-Sep-22	85																	
302-IBCB-1070	IB Corbels Rebar - XP18 - XP16 - 240m	44	11-Oct-22	03-Dec-22	77																	
302-IBCB-1090	IB Corbels Rebar - XP16 - XP14 - 240m	47	05-Dec-22	11-Feb-23	77																	
302-IBCB-1120	IB Corbels Rebar - XP14 - XP12 - 238m	25	14-Feb-23	16-Mar-23	76																	
302-IBCB-1150	IB Corbels Rebar - XP12 - XP10 - 236m	26	17-Mar-23	21-Apr-23	76																	
302-IBCB-1180	IB Corbels Rebar - XP10 - XP8 - 236m	39	24-Apr-23	08-Jun-23	76																	
302-IBCB-1230	IB Corbels Rebar - XP8 - XP6 - 236m	36	09-Jun-23	22-Jul-23	76																	
302-IBCB-1260	IB Corbels Rebar - XP6 - XP4 - 236m	26	24-Jul-23	22-Aug-23	76																	
302-IBCB-1280	IB Corbels Rebar - XP4 - XP3 - 118m	13	23-Aug-23	06-Sep-23	89																	
302-IBCB-1290	IB Corbels Rebar - XP3 - XP2 - 118m	13	07-Sep-23	21-Sep-23	89																	
302-IBCB-1330	IB Corbels Rebar - XP2 - Sth Portal - 73m	14	22-Sep-23	10-Oct-23	89																	
302-IBCB-1340	IB Corbels Rebar - Remove gantry from alignment	4	11-Oct-23	14-Oct-23	94																	
<b>Corbel Pour</b>		<b>296</b>	<b>05-Oct-22</b>	<b>22-Nov-23</b>	<b>67</b>																	
302-IBCB-1040	IB Corbels Pour - Nth Portal - XP20 - 224m with LC	35	05-Oct-22	17-Nov-22	47																	
302-IBCB-1060	IB Corbels Pour - XP20 - XP18 - 239m	31	18-Nov-22	04-Jan-23	53																	
302-IBCB-1100	IB Corbels Pour - XP18 - XP16 - 240m	31	05-Jan-23	13-Feb-23	53																	
302-IBCB-1130	IB Corbels Pour - XP16 - XP14 - 240m	31	14-Feb-23	23-Mar-23	53																	
302-IBCB-1160	IB Corbels Pour - XP14 - XP12 - 238m	31	24-Mar-23	06-May-23	53																	
302-IBCB-1190	IB Corbels Pour - XP12 - XP10 - 236m	31	08-May-23	14-Jun-23	53																	
302-IBCB-1210	IB Corbels Pour - XP10 - XP8 - 236m	31	15-Jun-23	20-Jul-23	53																	
302-IBCB-1270	IB Corbels Pour - XP8 - XP6 - 236m	31	21-Jul-23	25-Aug-23	53																	
302-IBCB-1300	IB Corbels Pour - XP6 - XP4 - 236m	31	26-Aug-23	03-Oct-23	53																	
302-IBCB-1350	IB Corbels Pour - XP4 - XP3 - 118m	16	04-Oct-23	19-Oct-23	89																	
302-IBCB-1360	IB Corbels Pour - XP3 - XP2 - 118m	16	20-Oct-23	04-Nov-23	90																	
302-IBCB-1370	IB Corbels Pour - XP2 - Sth Portal - 73m	14	05-Nov-23	18-Nov-23	90																	
302-IBCB-1380	IB Corbels Pour - Remove gantry from alignment	4	19-Nov-23	22-Nov-23	94																	
<b>Tunnel Drainage</b>		<b>295</b>	<b>15-Oct-22</b>	<b>02-Dec-23</b>	<b>63</b>																	
302-IBDR-1000	IB Drainage - Nth Portal - XP20 - 224m	35	15-Oct-22	28-Nov-22	47																	
302-IBDR-1010	IB Drainage - XP20 - XP18 - 239m	31	29-Nov-22	14-Jan-23	50																	
302-IBDR-1020	IB Drainage - XP18 - XP16 - 240m	31	16-Jan-23	23-Feb-23	50																	
302-IBDR-1030	IB Drainage - XP16 - XP14 - 240m	31	24-Feb-23	03-Apr-23	50																	
302-IBDR-1040	IB Drainage - XP14 - XP12 - 238m [LPS]	31	04-Apr-23	17-May-23	50																	
302-IBDR-1050	IB Drainage - XP12 - XP10 - 236m	31	18-May-23	24-Jun-23	50																	
302-IBDR-1060	IB Drainage - XP10 - XP8 - 236m	31	26-Jun-23	31-Jul-23	50																	
302-IBDR-1070	IB Drainage - XP8 - XP6 - 236m	31	01-Aug-23	05-Sep-23	50																	
302-IBDR-1080	IB Drainage - XP6 - XP4 - 236m	31	06-Sep-23	13-Oct-23	50																	
302-IBDR-1090	IB Drainage - XP4 - XP3 - 118m	16	14-Oct-23	29-Oct-23	85																	
302-IBDR-1100	IB Drainage - XP3 - XP2 - 118m	16	30-Oct-23	14-Nov-23	86																	
302-IBDR-1110	IB Drainage - XP2 - Sth Portal - 73m	14	15-Nov-23	28-Nov-23	86																	
302-IBDR-1120	IB Drainage - Remove gantry from alignment	4	29-Nov-23	02-Dec-23	88																	
<b>Road Deck &amp; Smoke Duct - Precast Panel Installation</b>		<b>292</b>	<b>27-Oct-22</b>	<b>09-Dec-23</b>	<b>60</b>																	

Actual Work Critical Remaining Work  
 Remaining Work ◆ Milestone

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
302-IBRD-1000	IB Road Deck & Smoke Duct Precast Installation - Nth Portal - XP2I	36	27-Oct-22	10-Dec-22	46																				
302-IBRD-1030	IB Road Deck & Smoke Duct Precast Installation - XP20 - XP18 - 2	31	12-Dec-22	31-Jan-23	52																				
302-IBRD-1060	IB Road Deck & Smoke Duct Precast Installation - XP18 - XP16 - 2	31	01-Feb-23	08-Mar-23	52																				
302-IBRD-1090	IB Road Deck & Smoke Duct Precast Installation - XP16 - XP14 - 2	31	09-Mar-23	21-Apr-23	52																				
302-IBRD-1120	IB Road Deck & Smoke Duct Precast Installation - XP14 - XP12 - 2	31	24-Apr-23	30-May-23	52																				
302-IBRD-1150	IB Road Deck & Smoke Duct Precast Installation - XP12 - XP10 - 2	31	31-May-23	07-Jul-23	52																				
302-IBRD-1180	IB Road Deck & Smoke Duct Precast Installation - XP10 - XP8 - 23	31	08-Jul-23	12-Aug-23	52																				
302-IBRD-1210	IB Road Deck & Smoke Duct Precast Installation - XP8 - XP6 - 236	31	14-Aug-23	18-Sep-23	52																				
302-IBRD-1230	IB Road Deck & Smoke Duct Precast Installation - XP6 - XP4 - 236	31	20-Sep-23	20-Oct-23	66																				
302-IBRD-1250	IB Road Deck & Smoke Duct Precast Installation - XP4 - XP3 - 118i	16	21-Oct-23	05-Nov-23	84																				
302-IBRD-1270	IB Road Deck & Smoke Duct Precast Installation - XP3 - XP2 - 118i	16	06-Nov-23	21-Nov-23	85																				
302-IBRD-1290	IB Road Deck & Smoke Duct Precast Installation - XP2 - Sth Portal	14	22-Nov-23	05-Dec-23	85																				
302-IBRD-1310	IB Road Deck & Smoke Duct - Remove gantry from alignment	4	06-Dec-23	09-Dec-23	85																				
<b>Road Deck &amp; Smoke Duct - Stitch Pours incl Closure Stitch</b>		<b>476</b>	<b>11-Nov-22</b>	<b>06-Sep-24</b>	<b>157</b>																				
<b>Initial Insitu RC Stitch Pour</b>		<b>329</b>	<b>11-Nov-22</b>	<b>15-Jan-24</b>	<b>162</b>																				
302-IBRD-1010	IB Road Deck Transverse Stitch Pour - Nth Portal - XP20 - 210m	35	11-Nov-22	21-Dec-22	46																				
302-IBRD-1040	IB Road Deck Transverse Stitch Pour - XP20 - XP18 - 239m	31	22-Dec-22	10-Feb-23	49																				
302-IBRD-1070	IB Road Deck Transverse Stitch Pour - XP18 - XP16 - 240m	31	11-Feb-23	21-Mar-23	49																				
302-IBRD-1100	IB Road Deck Transverse Stitch Pour - XP16 - XP14 - 240m	31	22-Mar-23	04-May-23	49																				
302-IBRD-1130	IB Road Deck Transverse Stitch Pour - XP14 - XP12 - 238m [LPS1]	31	05-May-23	09-Jun-23	49																				
302-IBRD-1160	IB Road Deck Transverse Stitch Pour - XP12 - XP10 - 236m	31	13-Jun-23	18-Jul-23	49																				
302-IBRD-1190	IB Road Deck Transverse Stitch Pour - XP10 - XP8 - 236m	31	19-Jul-23	23-Aug-23	49																				
302-IBRD-1220	IB Road Deck Transverse Stitch Pour - XP8 - XP6 - 236m	31	24-Aug-23	28-Sep-23	49																				
302-IBRD-1260	IB Road Deck Transverse Stitch Pour - XP6 - XP4 - 236m	31	02-Oct-23	09-Nov-23	49																				
302-IBRD-1300	IB Road Deck Transverse Stitch Pour - XP4 - XP3 - 118m	16	10-Nov-23	28-Nov-23	49																				
302-IBRD-1330	IB Road Deck Transverse Stitch Pour - XP3 - XP2 - 118m	16	29-Nov-23	16-Dec-23	88																				
302-IBRD-1350	IB Road Deck Transverse Stitch Pour - XP2 - Sth Portal - 73m	14	18-Dec-23	15-Jan-24	162																				
<b>Insitu RC Stitch Slab Cure Period - Non-XP Areas</b>		<b>558</b>	<b>13-Jan-23</b>	<b>23-Jul-24</b>	<b>260</b>																				
302-IBRD-1400	IB Road Deck Insitu RC Stitch Slab Cure Period - Nth Portal - XP20	180	13-Jan-23	11-Jul-23	631																				
302-IBRD-1410	IB Road Deck Insitu RC Stitch Slab Cure Period - XP2 - XP1 (6 mo	180	26-Jan-24	23-Jul-24	260																				
<b>Insitu RC Stitch Slab Cure Period - Adjacent XPs</b>		<b>542</b>	<b>02-Mar-23</b>	<b>24-Aug-24</b>	<b>221</b>																				
302-XPJK-2200	XP21 - Insitu RC Stitch Slab Cure Period (6 months)	180	02-Mar-23	28-Aug-23	583																				
302-XPJK-2210	XP20 - Insitu RC Stitch Slab Cure Period (6 months)	180	23-Mar-23	18-Sep-23	562																				
302-XPJK-2220	XP19 - Insitu RC Stitch Slab Cure Period (6 months)	180	16-Apr-23	12-Oct-23	538																				
302-XPJK-2230	XP18 - Insitu RC Stitch Slab Cure Period (6 months)	180	07-May-23	02-Nov-23	517																				
302-XPJK-2240	XP17 - Insitu RC Stitch Slab Cure Period (6 months)	180	26-May-23	21-Nov-23	498																				
302-XPJK-2250	XP16 - Insitu RC Stitch Slab Cure Period (6 months)	180	16-Jun-23	12-Dec-23	477																				
302-XPJK-2260	XP15 - Insitu RC Stitch Slab Cure Period (6 months)	180	05-Jul-23	31-Dec-23	458																				
302-XPJK-2270	XP14 - Insitu RC Stitch Slab Cure Period (6 months)	180	23-Jul-23	18-Jan-24	440																				
302-XPJK-2300	XP13 - Insitu RC Stitch Slab Cure Period (6 months)	180	11-Aug-23	06-Feb-24	421																				
302-XPJK-2310	XP11 - Insitu RC Stitch Slab Cure Period (6 months)	180	09-Sep-23	06-Mar-24	392																				
302-XPJK-2320	XP10 - Insitu RC Stitch Slab Cure Period (6 months)	180	28-Sep-23	25-Mar-24	373																				
302-XPJK-2330	XP09 - Insitu RC Stitch Slab Cure Period (6 months)	180	19-Oct-23	15-Apr-24	352																				
302-XPJK-2340	XP08 - Insitu RC Stitch Slab Cure Period (6 months)	180	10-Nov-23	07-May-24	330																				
302-XPJK-2280	XP07 - Insitu RC Stitch Slab Cure Period (6 months)	180	29-Nov-23	26-May-24	311																				
302-XPJK-2290	XP06 - Insitu RC Stitch Slab Cure Period (6 months)	180	17-Dec-23	13-Jun-24	293																				
302-XPJK-2350	XP05 - Insitu RC Stitch Slab Cure Period (6 months)	180	18-Jan-24	15-Jul-24	261																				
302-XPJK-2360	XP04 - Insitu RC Stitch Slab Cure Period (6 months)	180	08-Feb-24	05-Aug-24	240																				

■ Actual Work   
 ■ Critical Remaining Work  
■ Remaining Work   
 ◆ Milestone





### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
302-IBPV-1000	IB Pavement: Tunnels (24.20m)+ Portals (6.70m)= 30.90m (or 370€)	8	07-Sep-24	16-Sep-24	169																
<b>Cross Passages</b>		<b>580</b>	<b>19-Mar-22</b>	<b>03-Apr-24</b>	<b>113</b>																
<b>Cross Passages - Jackbox</b>		<b>388</b>	<b>28-Oct-22</b>	<b>18-Mar-24</b>	<b>124</b>																
<b>OB Tunnel - XP Pre-support &amp; Ground Treatment</b>		<b>271</b>	<b>28-Oct-22</b>	<b>12-Oct-23</b>	<b>100</b>																
302-XPJK-1000	XP21 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	28-Oct-22	24-Nov-22	116																
302-XPJK-1010	XP20 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	03-Nov-22	26-Nov-22	126																
302-XPJK-1040	XP19 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	07-Dec-22	11-Jan-23	118																
302-XPJK-1050	XP18 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	09-Dec-22	13-Jan-23	127																
302-XPJK-1090	XP17 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	24-Jan-23	20-Feb-23	119																
302-XPJK-1100	XP16 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	30-Jan-23	22-Feb-23	121																
302-XPJK-1160	XP15 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	04-Mar-23	30-Mar-23	113																
302-XPJK-1180	XP14 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	07-Mar-23	01-Apr-23	113																
302-XPJK-1250	XP13 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	18-Apr-23	13-May-23	105																
302-XPJK-1260	XP12 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	20-Apr-23	16-May-23	105																
302-XPJK-1320	XP11 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	26-May-23	21-Jun-23	106																
302-XPJK-1330	XP10 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	29-May-23	23-Jun-23	115																
302-XPJK-1420	XP09 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	04-Jul-23	27-Jul-23	107																
302-XPJK-1440	XP08 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	06-Jul-23	29-Jul-23	116																
302-XPJK-1520	XP07 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	09-Aug-23	01-Sep-23	108																
302-XPJK-1530	XP06 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	11-Aug-23	04-Sep-23	108																
302-XPJK-1590	XP05 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	14-Sep-23	10-Oct-23	100																
302-XPJK-1600	XP04 - Post-RD Pre-support & Ground Treatment from OB Tunnel	21	16-Sep-23	12-Oct-23	100																
<b>IB Tunnel - XP Pre-support, Jacking platform, Segment breakout IB/OB</b>		<b>268</b>	<b>14-Jan-23</b>	<b>14-Dec-23</b>	<b>76</b>																
302-XPJK-1020	XP21 - IB Pre-support; Jacking platform 1; Segment Breakout IB/O	9	14-Jan-23	24-Jan-23	76																
302-XPJK-1030	XP20 - IB Pre-support; Jacking platform 2; Segment Breakout IB/O	9	16-Jan-23	25-Jan-23	92																
302-XPJK-1110	XP19 - IB Pre-support; Jacking platform 1; Segment Breakout IB/O	9	22-Feb-23	03-Mar-23	79																
302-XPJK-1120	XP18 - IB Pre-support; Jacking platform 2; Segment Breakout IB/O	9	08-Mar-23	20-Mar-23	83																
302-XPJK-1230	XP17 - IB Pre-support; Jacking platform 1; Segment Breakout IB/O	9	01-Apr-23	17-Apr-23	80																
302-XPJK-1240	XP16 - IB Pre-support; Jacking platform 2; Segment Breakout IB/O	9	24-Apr-23	04-May-23	83																
302-XPJK-1300	XP15 - IB Pre-support; Jacking platform 1; Segment Breakout IB/O	9	16-May-23	25-May-23	81																
302-XPJK-1340	XP14 - IB Pre-support; Jacking platform 2; Segment Breakout IB/O	9	01-Jun-23	13-Jun-23	83																
302-XPJK-1410	XP13 - IB Pre-support; Jacking platform 1; Segment Breakout IB/O	9	23-Jun-23	03-Jul-23	82																
302-XPJK-1400	XP12 - IB Pre-support	6	24-Jun-23	30-Jun-23	91																
302-XPJK-1500	XP11 - IB Pre-support; Jacking platform 2; Segment Breakout IB/O	9	29-Jul-23	08-Aug-23	67																
302-XPJK-1510	XP10 - IB Pre-support; Jacking platform 1; Segment Breakout IB/O	9	31-Jul-23	09-Aug-23	82																
302-XPJK-1570	XP09 - IB Pre-support; Jacking platform 2; Segment Breakout IB/O	9	04-Sep-23	13-Sep-23	68																
302-XPJK-1610	XP08 - IB Pre-support; Jacking platform 1; Segment Breakout IB/O	9	15-Sep-23	25-Sep-23	74																
302-XPJK-1670	XP07 - IB Pre-support; Jacking platform 2; Segment Breakout IB/O	9	12-Oct-23	21-Oct-23	69																
302-XPJK-1690	XP06 - IB Pre-support; Jacking platform 1; Segment Breakout IB/O	9	25-Oct-23	03-Nov-23	74																
302-XPJK-1730	XP05 - IB Pre-support; Jacking platform 2; Segment Breakout IB/O	9	21-Nov-23	30-Nov-23	70																
302-XPJK-1770	XP04 - IB Pre-support; Jacking platform 1; Segment Breakout IB/O	9	05-Dec-23	14-Dec-23	76																
<b>IB Tunnel - XP Jacking Assy, Excavation, Disassy, Install RD Planks &amp; Move</b>		<b>282</b>	<b>25-Jan-23</b>	<b>23-Jan-24</b>	<b>69</b>																
302-XPJK-1060	XP21 - Crane & Jacking Assy; Excavation; Disassy; Install RD Plank	17	25-Jan-23	16-Feb-23	76																
302-XPJK-1080	XP20 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	17-Feb-23	07-Mar-23	76																
302-XPJK-1150	XP19 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	08-Mar-23	28-Mar-23	76																
302-XPJK-1200	XP18 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	29-Mar-23	21-Apr-23	76																
302-XPJK-1280	XP17 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	24-Apr-23	12-May-23	76																
302-XPJK-1310	XP16 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	13-May-23	31-May-23	76																

Actual Work      Critical Remaining Work  
 Remaining Work      Milestone

TASK filter: WBS Constraint.

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
302-XPJK-1370	XP15 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	01-Jun-23	21-Jun-23	76																		
302-XPJK-1430	XP14 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	22-Jun-23	10-Jul-23	76																		
302-XPJK-1470	XP13 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	11-Jul-23	28-Jul-23	76																		
302-XPJK-1550	XP11 - Jacking Assy; Exca vation; Disassy; Install RD Planks & Mov	16	09-Aug-23	26-Aug-23	67																		
302-XPJK-1580	XP10 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	28-Aug-23	14-Sep-23	67																		
302-XPJK-1640	XP09 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	15-Sep-23	05-Oct-23	67																		
302-XPJK-1680	XP08 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	06-Oct-23	24-Oct-23	67																		
302-XPJK-1720	XP07 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	25-Oct-23	15-Nov-23	67																		
302-XPJK-1760	XP06 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	16-Nov-23	04-Dec-23	67																		
302-XPJK-1800	XP05 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	05-Dec-23	03-Jan-24	67																		
302-XPJK-1850	XP04 - Jacking Assy; Excavation; Disassy; Install RD Planks & Mov	16	04-Jan-24	23-Jan-24	69																		
<b>IB Tunnel - Temporary Bridge, Initial Stitch Pour to RD Planks Adjacent XP</b>		<b>276</b>	<b>17-Feb-23</b>	<b>07-Feb-24</b>	<b>71</b>																		
302-XPJK-1070	XP21 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	17-Feb-23	01-Mar-23	137																		
302-XPJK-1140	XP20 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	08-Mar-23	22-Mar-23	118																		
302-XPJK-1190	XP19 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	29-Mar-23	15-Apr-23	108																		
302-XPJK-1220	XP18 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	24-Apr-23	06-May-23	86																		
302-XPJK-1290	XP17 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	13-May-23	25-May-23	128																		
302-XPJK-1360	XP16 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	01-Jun-23	15-Jun-23	112																		
302-XPJK-1390	XP15 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	22-Jun-23	04-Jul-23	108																		
302-XPJK-1460	XP14 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	11-Jul-23	22-Jul-23	86																		
302-XPJK-1490	XP13 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	29-Jul-23	10-Aug-23	110																		
302-XPJK-1560	XP11 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	28-Aug-23	08-Sep-23	85																		
302-XPJK-1630	XP10 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	15-Sep-23	27-Sep-23	94																		
302-XPJK-1660	XP09 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	06-Oct-23	18-Oct-23	77																		
302-XPJK-1710	XP08 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	25-Oct-23	09-Nov-23	93																		
302-XPJK-1750	XP07 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	16-Nov-23	28-Nov-23	77																		
302-XPJK-1790	XP06 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	05-Dec-23	16-Dec-23	83																		
302-XPJK-1840	XP05 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	04-Jan-24	17-Jan-24	67																		
302-XPJK-1870	XP04 - Temp Bridge and Initial Stitch Pour RD Planks Adj at IB Tun	11	24-Jan-24	07-Feb-24	71																		
<b>IB/OB Tunnels - XP Annulus Grouting, Waterproofing &amp; Collars</b>		<b>281</b>	<b>02-Mar-23</b>	<b>26-Feb-24</b>	<b>71</b>																		
302-XPJK-1130	XP21 - Annulus Grout; Waterproofing & Collars	16	02-Mar-23	22-Mar-23	137																		
302-XPJK-1170	XP20 - Annulus Grout; Waterproofing & Collars	16	23-Mar-23	15-Apr-23	118																		
302-XPJK-1210	XP19 - Annulus Grout; Waterproofing & Collars	16	17-Apr-23	06-May-23	108																		
302-XPJK-1270	XP18 - Annulus Grout; Waterproofing & Collars	16	08-May-23	25-May-23	86																		
302-XPJK-1350	XP17 - Annulus Grout; Waterproofing & Collars	16	26-May-23	15-Jun-23	128																		
302-XPJK-1380	XP16 - Annulus Grout; Waterproofing & Collars	16	16-Jun-23	04-Jul-23	112																		
302-XPJK-1450	XP15 - Annulus Grout; Waterproofing & Collars	16	05-Jul-23	22-Jul-23	108																		
302-XPJK-1480	XP14 - Annulus Grout; Waterproofing & Collars	16	24-Jul-23	10-Aug-23	86																		
302-XPJK-1540	XP13 - Annulus Grout; Waterproofing & Collars	16	11-Aug-23	29-Aug-23	110																		
302-XPJK-1620	XP11 - Annulus Grout; Waterproofing & Collars	16	09-Sep-23	27-Sep-23	85																		
302-XPJK-1650	XP10 - Annulus Grout; Waterproofing & Collars	16	28-Sep-23	18-Oct-23	94																		
302-XPJK-1700	XP09 - Annulus Grout; Waterproofing & Collars	16	19-Oct-23	09-Nov-23	77																		
302-XPJK-1740	XP08 - Annulus Grout; Waterproofing & Collars	16	10-Nov-23	28-Nov-23	93																		
302-XPJK-1780	XP07 - Annulus Grout; Waterproofing & Collars	16	29-Nov-23	16-Dec-23	77																		
302-XPJK-1830	XP06 - Annulus Grout; Waterproofing & Collars	16	18-Dec-23	17-Jan-24	83																		
302-XPJK-1860	XP05 - Annulus Grout; Waterproofing & Collars	16	18-Jan-24	07-Feb-24	67																		
302-XPJK-1900	XP04 - Annulus Grout; Waterproofing & Collars	16	08-Feb-24	26-Feb-24	71																		
<b>XP12 from IB Tunnel</b>		<b>59</b>	<b>04-Jan-24</b>	<b>18-Mar-24</b>	<b>124</b>																		

Actual Work Remaining Work Critical Remaining Work Milestone

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025								
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
302-XPJK-1810	XP12 - Install Jacking Platform 2 at IB Tunnel	6	04-Jan-24	11-Jan-24	76																					
302-XPJK-1820	XP12 - Breakout Segments at IB Tunnel	3	12-Jan-24	15-Jan-24	76																					
302-XPJK-1880	XP12 - Jacking Assy; Excavation; Disassy & Install RD Planks	16	24-Jan-24	13-Feb-24	69																					
302-XPJK-1890	XP12 - Temp Bridge Over Road Deck Planks Adj at IB Tunnel	3	14-Feb-24	16-Feb-24	124																					
302-XPJK-1910	XP12 - Initial Stitch Pour RD Planks Adj at IB Tunnel	8	17-Feb-24	26-Feb-24	124																					
302-XPJK-1920	XP12 - Annulus Grout; Waterproofing & Collars	16	27-Feb-24	18-Mar-24	124																					
<b>Cross Passages - Mined</b>		<b>580</b>	<b>19-Mar-22</b>	<b>03-Apr-24</b>	<b>104</b>																					
<b>OB Tunnel - XP Pre-support Post-RD</b>		<b>29</b>	<b>23-Oct-23</b>	<b>28-Nov-23</b>	<b>64</b>																					
302-XPMN-1020	XP03 - Post-RD Pre-support at OB Tunnel	6	23-Oct-23	28-Oct-23	75																					
302-XPMN-1030	XP02 - Post-RD Pre-support at OB Tunnel	6	24-Oct-23	30-Oct-23	76																					
302-XPMN-1060	XP01 - Post-RD Pre-support at OB Tunnel	6	22-Nov-23	28-Nov-23	64																					
<b>OB Tunnel - XP Ground Treatment</b>		<b>39</b>	<b>30-Oct-23</b>	<b>16-Dec-23</b>	<b>64</b>																					
302-XPMN-1040	XP03 - Ground Treatment from OB Tunnel	16	30-Oct-23	20-Nov-23	75																					
302-XPMN-1050	XP02 - Ground Treatment from OB Tunnel	16	01-Nov-23	22-Nov-23	75																					
302-XPMN-1070	XP01 - Ground Treatment from OB Tunnel	16	29-Nov-23	16-Dec-23	64																					
<b>OB Tunnel - XP Breakout Segments</b>		<b>42</b>	<b>18-Dec-23</b>	<b>19-Feb-24</b>	<b>81</b>																					
302-XPMN-1080	XP01 - Breakout Segments at OB Tunnel	3	18-Dec-23	20-Dec-23	64																					
302-XPMN-1120	XP03 - Breakout Segments at OB Tunnel	3	22-Jan-24	24-Jan-24	81																					
302-XPMN-1170	XP02 - Breakout Segments at OB Tunnel	3	16-Feb-24	19-Feb-24	81																					
<b>IB Tunnel - XP Pre-support Post-RD</b>		<b>22</b>	<b>09-Dec-23</b>	<b>16-Jan-24</b>	<b>85</b>																					
302-XPMN-1100	XP03 - Post-RD Pre-support at IB Tunnel	6	09-Dec-23	15-Dec-23	81																					
302-XPMN-1140	XP02 - Post-RD Pre-support at IB Tunnel	6	10-Jan-24	16-Jan-24	85																					
<b>IB Tunnel - XP Breakout Segments</b>		<b>19</b>	<b>16-Dec-23</b>	<b>19-Jan-24</b>	<b>85</b>																					
302-XPMN-1110	XP03 - Breakout Segments at IB Tunnel	3	16-Dec-23	19-Dec-23	81																					
302-XPMN-1150	XP02 - Breakout Segments at IB Tunnel	3	17-Jan-24	19-Jan-24	85																					
<b>IB/OB Tunnel - XP Mined Excavation &amp; Temporary Support</b>		<b>564</b>	<b>19-Mar-22</b>	<b>12-Mar-24</b>	<b>64</b>																					
302-XPMN-1000	XP01 - Excavation & Temporary Support from IB C&C	13	19-Mar-22	02-Apr-22	556																					
302-XPMN-1090	XP01 - Excavation & Temporary Support from OB C&C	16	21-Dec-23	20-Jan-24	64																					
302-XPMN-1160	XP03 - Excavation & Temporary Support	20	22-Jan-24	15-Feb-24	64																					
302-XPMN-1190	XP02 - Excavation & Temporary Support	20	16-Feb-24	12-Mar-24	64																					
<b>IB/OB Tunnels - XP Waterproofing, Lining &amp; Collars</b>		<b>567</b>	<b>04-Apr-22</b>	<b>03-Apr-24</b>	<b>104</b>																					
302-XPMN-1010	XP01 - Waterproofing; Lining & Collars from IB C&C	13	04-Apr-22	22-Apr-22	658																					
302-XPMN-1130	XP01 - Waterproofing; Lining & Collars from OB Tunnel	16	22-Jan-24	10-Feb-24	104																					
302-XPMN-1180	XP03 - Waterproofing; Lining & Collars	16	16-Feb-24	05-Mar-24	64																					
302-XPMN-1200	XP02 - Waterproofing; Lining & Collars	16	13-Mar-24	03-Apr-24	64																					
<b>Egress Passages &amp; Maintenance Egress Route</b>		<b>276</b>	<b>22-Nov-23</b>	<b>09-Nov-24</b>	<b>139</b>																					
<b>Egress Passage Probing &amp; Segment Opening</b>		<b>127</b>	<b>22-Nov-23</b>	<b>11-May-24</b>	<b>38</b>																					
302-EOUS-1000	EOU9 - OB Pre-support - Segment Opening & Initial Excavation	14	22-Nov-23	07-Dec-23	39																					
302-EOUS-1010	EOU8 - OB Pre-support - Segment Opening & Initial Excavation	14	08-Dec-23	04-Jan-24	39																					
302-EOUS-1030	EOU7 - OB Pre-support - Segment Opening & Initial Excavation	14	08-Jan-24	23-Jan-24	38																					
302-EOUS-1050	EOU6 - OB Pre-support - Segment Opening & Initial Excavation	14	24-Jan-24	10-Feb-24	38																					
302-EOUS-1070	EOU5 - OB Pre-support - Segment Opening & Initial Excavation	14	12-Feb-24	27-Feb-24	38																					
302-EOUS-1100	EOU4 - OB Pre-support - Segment Opening & Initial Excavation	14	28-Feb-24	16-Mar-24	38																					
302-EOUS-1130	EOU3 - OB Pre-support - Segment Opening & Initial Excavation	14	18-Mar-24	05-Apr-24	38																					
302-EOUS-1160	EOU2 - OB Pre-support - Segment Opening & Initial Excavation	14	06-Apr-24	22-Apr-24	38																					
302-EOUS-1190	EOU1 - OB Pre-support - Segment Opening & Initial Excavation	14	23-Apr-24	11-May-24	38																					
<b>Egress Passage Complete Excavation</b>		<b>133</b>	<b>08-Dec-23</b>	<b>04-Jun-24</b>	<b>38</b>																					
302-EOUS-1020	EOU9 - Complete Excavation	20	08-Dec-23	12-Jan-24	55																					

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone



WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
302-EOUS-1040	EOU8 - Complete Excavation	20	05-Jan-24	31-Jan-24	53																	
302-EOUS-1060	EOU7 - Complete Excavation	20	24-Jan-24	17-Feb-24	50																	
302-EOUS-1080	EOU6 - Complete Excavation	20	12-Feb-24	05-Mar-24	48																	
302-EOUS-1110	EOU5 - Complete Excavation	20	28-Feb-24	23-Mar-24	46																	
302-EOUS-1140	EOU4 - Complete Excavation	20	18-Mar-24	12-Apr-24	44																	
302-EOUS-1170	EOU3 - Complete Excavation	20	06-Apr-24	02-May-24	42																	
302-EOUS-1200	EOU2 - Complete Excavation	20	23-Apr-24	18-May-24	40																	
302-EOUS-1220	EOU1 - Complete Excavation	20	13-May-24	04-Jun-24	38																	
<b>Egress Passage Complete Lining</b>		<b>152</b>	<b>13-Jan-24</b>	<b>22-Jul-24</b>	<b>43</b>																	
302-EOUS-1090	EOU9 - Lining	50	13-Jan-24	15-Mar-24	97																	
302-EOUS-1120	EOU8 - Lining	47	01-Feb-24	28-Mar-24	73																	
302-EOUS-1150	EOU7 - Lining	47	19-Feb-24	18-Apr-24	58																	
302-EOUS-1180	EOU6 - Lining	50	06-Mar-24	11-May-24	72																	
302-EOUS-1210	EOU5 - Lining	50	25-Mar-24	28-May-24	58																	
302-EOUS-1230	EOU4 - Lining	49	13-Apr-24	14-Jun-24	60																	
302-EOUS-1240	EOU3 - Lining	46	03-May-24	27-Jun-24	49																	
302-EOUS-1250	EOU2 - Lining	42	20-May-24	09-Jul-24	54																	
302-EOUS-1260	EOU1 - Lining	39	05-Jun-24	22-Jul-24	38																	
302-EOUS-1270	EOUs/LPS & OB Road Deck Complete - Demob temp OB tunnel s	0		22-Jul-24	38																	
<b>Maint L Egress Route Firewall</b>		<b>54</b>	<b>03-Sep-24</b>	<b>09-Nov-24</b>	<b>139</b>																	
302-EOUS-1310	Maint L Egress Route Wall; OB Sth Portal (Doors & Blockwork; 30m	18	03-Sep-24	23-Sep-24	175																	
302-EOUS-1300	Maint L Egress Route Wall; EOU1 - EOU4 (Doors & Blockwork; 500	27	03-Sep-24	05-Oct-24	139																	
302-EOUS-1320	Maint L Egress Route Wall; EOU4 - EOU9 (Doors & Blockwork; 550	27	07-Oct-24	09-Nov-24	139																	
<b>Smoke Duct Crossovers</b>		<b>499</b>	<b>18-Jun-22</b>	<b>18-Mar-24</b>	<b>173</b>																	
<b>Smoke Duct Crossover Excavation</b>		<b>460</b>	<b>18-Jun-22</b>	<b>30-Jan-24</b>	<b>173</b>																	
302-SMXO-1000	SXD2 - Grd Treatment & Initial Excavation from Cut & Cover	13	18-Jun-22	02-Jul-22	211																	
302-SMXO-1010	SXD1 - Grd Treatment & Initial Excavation from Cut & Cover	13	25-Jun-22	09-Jul-22	211																	
302-SMXO-1020	SXD2 - Complete Excavation from WB Tunnel (after installation of s	9	08-Jan-24	17-Jan-24	173																	
302-SMXO-1030	SXD1 - Complete Excavation from WB Tunnel (after installation of s	9	18-Jan-24	30-Jan-24	173																	
<b>Smoke Duct Crossover Lining</b>		<b>48</b>	<b>18-Jan-24</b>	<b>18-Mar-24</b>	<b>173</b>																	
302-SMXO-1040	SXD2 - Waterproofing; Lining & Collars	39	18-Jan-24	05-Mar-24	182																	
302-SMXO-1050	SXD1 - Waterproofing; Lining & Collars	39	31-Jan-24	18-Mar-24	173																	
<b>Low-Point Sump</b>		<b>438</b>	<b>27-Oct-22</b>	<b>21-May-24</b>	<b>75</b>																	
<b>Low-Point Sump Excavation</b>		<b>351</b>	<b>27-Oct-22</b>	<b>31-Jan-24</b>	<b>75</b>																	
302-LPS-1110	LPS Drainage Connection Pit @ OB Tunnel - Excavation & Temp	46	27-Oct-22	22-Dec-22	380																	
302-LPS-1120	LPS Drainage Connection Pit @ IB Tunnel - Excavation & Temp S	46	05-Jan-23	02-Mar-23	333																	
302-LPS-1000	Low-Point Sump Excavation	173	23-Jun-23	31-Jan-24	75																	
302-LPS-1130	Commence low-point sump excavation	0	23-Jun-23		75																	
<b>Low-Point Sump Lining</b>		<b>87</b>	<b>01-Feb-24</b>	<b>21-May-24</b>	<b>75</b>																	
302-LPS-1010	Low-Point Sump Lining	87	01-Feb-24	21-May-24	75																	
<b>Tunnel Services Cross Bores</b>		<b>187</b>	<b>24-May-23</b>	<b>17-Jan-24</b>	<b>46</b>																	
302-TSCB-1020	Construct Services Cross Bore XB11 (Fire); XP20-XP19	8	24-May-23	01-Jun-23	66																	
302-TSCB-1030	Construct Services Cross Bore XB10 (Fire); XP16-XP15	8	02-Jun-23	13-Jun-23	93																	
302-TSCB-1040	Construct Services Cross Bore XB9 (LV); XP14-XP13	8	23-Jun-23	01-Jul-23	85																	
302-TSCB-1050	Construct Services Cross Bore XB8/XB7 (LV); XP13-LPS	16	03-Jul-23	20-Jul-23	85																	
302-TSCB-1060	Construct Services Cross Bore XB6 (Fire); XP9-XP8	8	04-Sep-23	12-Sep-23	96																	
302-TSCB-1000	Construct Services Cross Bore XB5 (Fire)/XB4 (LV); XP5-XP4	16	21-Nov-23	08-Dec-23	46																	
302-TSCB-1010	Construct Services Cross Bore XB3(HV)/XB2(LV)/XB1(LV); XP4-XP	23	09-Dec-23	17-Jan-24	46																	

Actual Work Remaining Work Critical Remaining Work Milestone

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Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025																					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4																	
<b>Subzone 301 - Inbound South Portal</b>						680	07-Feb-20 A	29-May-24	142																														
<b>Piling &amp; Excavation</b>						213	07-Feb-20 A	15-Aug-22	315																														
<b>Grout Curtain</b>						0	16-Jun-21 A	08-Jul-21 A																															
301-IBEX-1350	C&C (Ch.11570-11800) - Surface Grouting Balance - Nth (3nos) +	0	16-Jun-21 A	08-Jul-21 A																																			
<b>Grouting for SXDs &amp; XP01</b>						22	21-Oct-21	25-Nov-21	169																														
301-IBEX-1370	Grouting for SXDs (Ch.760-780) & XP01 (Ch.740-750)	22	21-Oct-21	25-Nov-21	169																																		
<b>TBM Shaft Piling &amp; Excavation (Ch.11760-11790), approx 20,800m3</b>						213	07-Feb-20 A	15-Aug-22	197																														
<b>PFAS Delay - TBM Area Spoil Stockpiling &amp; Haul-out</b>						0	07-Feb-20 A	06-Jul-21 A																															
301-IBEX-1000	Stockpiling of PFAS spoil at TBM Shaft area	0	07-Feb-20 A	30-Nov-20 A																																			
301-IBEX-1060	Haul-out PFAS spoil stockpile at TBM Shaft area; 8120m3	0	02-Dec-20 A	10-Dec-20 A																																			
301-IBEX-1330	Stockpiling of PFAS Dive spoil at TBM Shaft area for Testing ;1500t	0	22-Apr-21 A	30-Jun-21 A																																			
301-IBEX-1340	Haul-out PFAS Dive spoil from TBM Shaft area;1500t	0	01-Jul-21 A	06-Jul-21 A																																			
<b>Soil Excavation to TOR (2,299m3), Ch.11760-11800</b>						0	14-Dec-20 A	17-Jul-21 A																															
301-IBEX-1080	Stage 4 TBM Shaft Excavn to RL 3.9 (1497m3; 0grd_anch; 14m3_	0	14-Dec-20 A	22-Jan-21 A																																			
301-IBEX-1100	Stage 5 TBM Shaft Excavn to RL 3.0 (732m3; 0grd_anch; 16m3_s	0	06-Jul-21 A	17-Jul-21 A																																			
<b>Rock Excavation to RL-2, NVS/NVF (3,558m3), Ch.11760-11790</b>						53	16-Aug-21 A	20-Jan-22	176																														
301-IBEX-1180	SD21- Stage 6 TBM Shaft Excavn to RL 0.5 (1838m3; 195rk-bo; 3t	4	16-Aug-21 A	25-Oct-21	205																																		
301-IBEX-1200	SD21- Stage 7 TBM Shaft Excavn to RL -2.0 (1720m3; 255rk-bo; 4	20	09-Dec-21	20-Jan-22	176																																		
<b>Rock Excavation to Road Level, NVS/NVF (5,106m3), Ch.11760-11790</b>						53	17-Feb-22	07-May-22	176																														
301-IBEX-1210	Stage 8 TBM Shaft Excavn to RL -4.5 (1720m3; 233rk-bo; 42m3_s	19	17-Feb-22	11-Mar-22	176																																		
301-IBEX-1220	Stage 9 TBM Shaft Excavn to RL -7.0 (1720m3; 187rk-bo; 42m3_s	17	16-Mar-22	05-Apr-22	176																																		
301-IBEX-1260	Stage 10 TBM Shaft Excavn to RL -9.5 (1666m3; 165rk-bo; 40m3_	17	06-Apr-22	07-May-22	176																																		
<b>Rock Excavation to TBM Invert, NVB (5,208m3), Ch.11760-11790</b>						70	10-May-22	15-Aug-22	197																														
301-IBEX-1270	Stage 11 TBM Shaft Excavn to RL -12 (1532m3; 169rk-bo; 39m3_	15	10-May-22	28-May-22	176																																		
301-IBEX-1280	Stage 12 TBM Shaft Excavn to RL -14.5 (1424m3; 167rk-bo; 38m3_	13	30-May-22	17-Jun-22	176																																		
301-IBEX-1290	Stage 13 TBM Shaft Excavn to RL -17.0 (1261m3; 134rk-bo; 34m3_	12	12-Jul-22	27-Jul-22	177																																		
301-IBEX-1300	Stage 14 TBM Shaft Excavn to RL -19.5 (990m3; 121rk-bo; 30m3_	12	28-Jul-22	12-Aug-22	177																																		
301-IBTB-1130	Mobilise crawler crane and/or jacks for gantry crane assembly	6	05-Aug-22	12-Aug-22	187																																		
301-IBEX-1310	Pull-out excavator/breaker from TBM pit	2	13-Aug-22	15-Aug-22	187																																		
<b>Cut &amp; Cover Piling &amp; Excavation (Ch.11570-11760), approx 28,500m3 balance</b>						107	10-Sep-20 A	18-Mar-22	421																														
<b>PFAS Delay - C&amp;C Area Spoil Stockpiling &amp; Haul-out</b>						1	20-May-21	21-Oct-21	621																														
301-IBEX-1360	SD21- Stockpiling of PFAS spoil at C&C area; 1500t	1	20-May-21	21-Oct-21	621																																		
<b>Soil Excavation to RL6 (10,240m3)</b>						0	02-Nov-20 A	24-Nov-20 A																															
301-IBEX-1030	C&C remaining Ground anchors stressing; 34nos @8/d	0	02-Nov-20 A	24-Nov-20 A																																			
<b>Balance of excavation to 1st level ground anchors, Ch. 11650-11750</b>						0	10-Sep-20 A	14-Aug-21 A																															
301-IBEX-1010	C&C Balance of Excavn to 1st row grd anchor Ch.11650-11750	0	10-Sep-20 A	29-Oct-20 A																																			
301-IBEX-1040	C&C Balance of Pile lagging Shotcrete Ch.11650-11750	0	24-Sep-20 A	30-Oct-20 A																																			
301-IBEX-1090	C&C Balance of South Wall Ground anchors Ch.11650-11750;	0	12-Feb-21 A	14-Aug-21 A																																			
301-IBEX-1110	C&C Balance of Ground anchors stressing Ch.11650-11750;	0	22-Jul-21 A	14-Aug-21 A																																			
<b>Soil Excavation to TOR (12,760m3)</b>						12	02-Feb-21 A	09-Nov-21	395																														
301-IBEX-1150	C&C Excavate to TOR (RL 0); 12760m3 @ 450m3/d	0	02-Feb-21 A	20-Jul-21 A																																			
301-IBEX-1190	SD21- C&C Pile lagging Shotcrete; 1785m2 @ 50m2/d; x 0.15m +	11	15-Feb-21 A	09-Nov-21	395																																		
301-IBEX-1170	SD21- C&C Toe bolts; 192nos @ 15/d	7	11-Mar-21 A	29-Oct-21	395																																		
301-IBEX-1160	SD21- C&C Ground anchors; 75nos @ 2 rigs; 3nos/d/rig + 1w cure/h	4	22-Apr-21 A	25-Oct-21	395																																		
<b>Rock Excavation to Road Level (15,800m3)</b>						91	08-Mar-21 A	18-Mar-22	395																														
301-IBEX-1230	SD21- C&C Excavate to Road Level; 15800m3 @ 200m3/d	81	08-Mar-21 A	03-Mar-22	395																																		
301-IBEX-1240	SD21- C&C Rock bolts to Road Level; 1208nos @ 20/d (night shift)	66	15-Mar-21 A	09-Mar-22	395																																		
301-IBEX-1250	C&C Shotcrete to Road Level; 1757m2 x 0.20m @ 50m2/d (night s	38	27-Jan-22	18-Mar-22	395																																		

Actual Work Remaining Work  
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Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
<b>Dive Excavation Ch.11440-11570), approx 10,000m3</b>						12	10-Sep-20 A	06-Nov-21	361															
<b>PFAS Delay - Dive Area Spoil Stockpiling &amp; Haul-out</b>						12	10-Sep-20 A	06-Nov-21	204															
301-IBEX-1020	SD21- Stockpiling of PFAS spoil at Dive area	1	10-Sep-20 A	21-Oct-21	288	█																		
301-IBEX-1320	SD21- Haul-out balance of PFAS spoil stockpile at Dive area; 2200t	10	14-Dec-20 A	06-Nov-21	185	█																		
<b>Soil Excavation to TOR (6,716m3), Ch.11440-11570</b>						0	01-Apr-21 A	28-Jul-21 A																
301-IBEX-1050	Dive - Excavn to TOR; 6716m3 @450m3/d	0	01-Apr-21 A	16-Jul-21 A																				
301-IBEX-1070	Dive - Batter shotcrete; 486m2 x 0.20m @50m2/d; x 0.15m + 30%	0	16-Apr-21 A	28-Jul-21 A																				
<b>Rock Excavation to Road Level, NVS/NVF 2,969m3), Ch.11440-11570</b>						0	04-May-21,	29-Jul-21 A																
301-IBEX-1120	Dive - Excavn to Road Level; 2969m3 @ 130m3/d	0	04-May-21,	21-Jul-21 A																				
301-IBEX-1140	Dive - Shotcrete to Road Level; 392m2 x 0.20m @ 50m2/d; x 0.15	0	05-May-21,	29-Jul-21 A																				
301-IBEX-1130	Dive - Rock bolts to Road Level; 269nos @ 20/d	0	05-May-21,	22-Jul-21 A																				
<b>Temporary Gantry Crane, TBM Breakthrough &amp; Disassembly</b>						587	01-Feb-21 A	20-Jan-24	53															
<b>Gantry Crane</b>						587	01-Feb-21 A	20-Jan-24	53															
<b>Gantry Crane Pads, Footings, Hardstands - Nth Wall</b>						3	01-Feb-21 A	23-Oct-21	176															
301-IBTB-1000	Gantry crane foundation piling	0	01-Feb-21 A	30-Jun-21 A																				
301-IBTB-1030	Gantry Beam footing & retaining wall @ Nth wall; 30m3 footing	0	19-May-21,	13-Aug-21 A																				
301-IBTB-1230	Gantry crane pad backfill - initial	0	13-Aug-21 A	14-Aug-21 A																				
301-IBTB-1020	SD21- Gantry crane pad/rail beams/hardstands/footings	3	18-Aug-21 A	23-Oct-21	176	█																		
301-IBTB-1250	Gantry crane pad backfill - final	0	07-Sep-21 A	09-Sep-21 A																				
<b>Gantry Crane Micropiles &amp; Corbels - Sth Wall</b>						0	15-Jul-21 A	16-Oct-21 A																
301-IBTB-1010	Gantry beam micropiles ground anchors & line drilling @ Sth Wall	0	15-Jul-21 A	31-Jul-21 A																				
301-IBTB-1240	SD21- Gantry beam corbels @ Sth Wall	0	16-Aug-21 A	16-Oct-21 A																				
<b>Gantry Crane Beams &amp; Rails</b>						24	12-Jan-22	15-Feb-22	176															
301-IBTB-1040	Build temporary crane pad in shaft; TBCm3	13	12-Jan-22	01-Feb-22	176	█																		
301-IBTB-1050	Gantry crane beams on site	0		01-Feb-22	176	◆																		
301-IBTB-1060	Install crane beams & rails	7	02-Feb-22	10-Feb-22	176	█																		
301-IBTB-1070	Demolish temporary crane pad	4	11-Feb-22	15-Feb-22	176	█																		
<b>Gantry Crane Removal from Nth Portal</b>						69	22-Oct-22	09-Feb-23	106															
301-IBTB-1080	500t Gantry Crane - Decommissioning electrical works	20	22-Oct-22	19-Nov-22	106	█																		
301-IBTB-1090	500t Gantry Crane - Mobilise Mobile Crane	5	21-Nov-22	25-Nov-22	106	█																		
301-IBTB-1100	500t Gantry Crane - Shorten 400t Boom	5	26-Nov-22	01-Dec-22	106	█																		
301-IBTB-1110	500t Gantry Crane - Prepare and Lift Upper Assembly and Legs Do	5	02-Dec-22	08-Dec-22	106	█																		
301-IBTB-1120	500t Gantry Crane - Break Down & Relocate Legs to Pivot for stora	10	09-Dec-22	20-Dec-22	106	█																		
301-IBTB-1140	500t Gantry Crane - Break down upper assembly incl relocating to I	24	21-Dec-22	09-Feb-23	106	█																		
<b>Gantry Crane Installation</b>						36	10-Feb-23	29-Mar-23	106															
301-IBTB-1150	Assemble gantry crane (Exclusion Period)	18	10-Feb-23	04-Mar-23	106	█																		
301-IBTB-1160	Commission gantry crane	12	06-Mar-23	22-Mar-23	106	█																		
301-IBTB-1170	Load testing (Exclusion Period)	6	23-Mar-23	29-Mar-23	106	█																		
<b>Gantry Crane Removal</b>						20	11-Dec-23	20-Jan-24	51															
301-IBTB-1220	TBM Shaft (Ch.11760-11790) - Remove OH gantry & steelwork	20	11-Dec-23	20-Jan-24	51	█																		
<b>Temporary Water Treatment Plant</b>						30	25-Oct-21	07-Dec-21	176															
301-IBTB-1260	SD21- Temporary WTP -Bunded slab and sump pits	12	25-Oct-21	13-Nov-21	176	█																		
301-IBTB-1270	Temporary WTP - Install & commission WTP	18	15-Nov-21	07-Dec-21	176	█																		
<b>TBM Breakthrough &amp; Disassembly</b>						182	30-Mar-23	09-Dec-23	60															
301-IBTB-1180	Shaft Preparation by Tunnels etc.	15	30-Mar-23	21-Apr-23	106	█																		
301-IBTB-1190	IB TBM Disassemble Shield	61	22-May-23	21-Jul-23	95	█																		
301-IBTB-1200	IB TBM Backup Pullout	30	22-Jul-23	20-Aug-23	95	█																		
301-IBTB-1210	IB BEW Removal	53	18-Oct-23	09-Dec-23	85	█																		

█ Actual Work    █ Critical Remaining Work  
 █ Remaining Work    ◆ Milestone

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Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
<b>Permanent Structures</b>						680	30-Mar-20 A	29-May-24	142															
<b>TBM Shaft Structures (Ch.11760-11790)</b>						467	16-Aug-22	29-May-24	142															
<b>TBM Shaft Permanent Base Slab</b>						37	16-Aug-22	07-Oct-22	176															
301-IBTS-1000	TBM Shaft Prep u/slab & waterproofing (540m2 x1.2m)	13	16-Aug-22	01-Sep-22	176																			
301-IBTS-1010	TBM Shaft Permanent base slab; 240t @ 01t/md x 10men (540m²)	24	02-Sep-22	07-Oct-22	176																			
<b>TBM Shaft Structures Above Base Slab</b>						93	22-Jan-24	29-May-24	142															
301-IBTS-1020	TBM Shaft (Ch.11760-11790) - Waterproofing & Structures to road	26	22-Jan-24	27-Feb-24	50																			
301-IBTS-1030	TBM Shaft (Ch.11760-11790) - Waterproofing & Structures to smok	17	28-Feb-24	21-Mar-24	50																			
301-IBTS-1040	TBM Shaft (Ch.11760-11790) - Waterproofing & Structures to intern	17	22-Mar-24	16-Apr-24	50																			
301-IBTS-1050	TBM Shaft (Ch.11760-11790) - Precast roof beams	17	17-Apr-24	11-May-24	52																			
301-IBTS-1060	TBM Shaft (Ch.11760-11790) - Remove Crane Pad > H/O #5	12	14-May-24	29-May-24	49																			
301-IBTS-1070	TBM Shaft (Ch.11760-11790) - Waterproofing & deck Completion >	12	14-May-24	29-May-24	139																			
<b>Cut &amp; Cover Structures (Ch.11570-11760)</b>						218	30-Mar-20 A	18-Jan-23	420															
<b>Cut &amp; Cover Roof Deck</b>						0	30-Mar-20 A	20-Feb-21 A																
301-IBCC-1000	C&C (Ch.11570-11760) - Precast roof beams - 127nos @ 8/d	0	30-Mar-20 A	29-Oct-20 A																				
301-IBCC-1020	C&C (Ch.11570-11760) - Stitch pour - 4164m2 x 0.215 m@ 300m2	0	16-Apr-20 A	28-Nov-20 A																				
301-IBCC-1040	C&C (Ch.11570-11760) - Install temp ventilation equip for C&C on i	0	26-Nov-20 A	20-Feb-21 A																				
<b>Cut &amp; Cover Structures Below Roof Deck</b>						218	19-Mar-22	18-Jan-23	420															
301-IBCC-1070	C&C (Ch.11570-11760) - Waterproofing & Base slab ;3536m2 x ~1	87	19-Mar-22	27-Jul-22	395																			
301-IBCC-1080	C&C (Ch.11570-11760) - Structures to smoke duct level	70	28-Jul-22	28-Oct-22	414																			
301-IBCC-1090	C&C (Ch.11570-11760) - Structures to intermediate roof level	48	03-Nov-22	18-Jan-23	414																			
<b>O/H Vehicle Ramp (Ch.11570-11760)</b>						60	19-Mar-22	10-Jun-22	578															
301-IBCC-1050	O/H Exit Ramp (Ch.11570-11760) - Waterproofing & Base slab ; 66	31	19-Mar-22	07-May-22	538																			
301-IBCC-1060	O/H Exit Ramp (Ch.11570-11760) - Ramp walls	26	10-May-22	10-Jun-22	565																			
<b>Dive Primary Structure (Ch.11440-11570)</b>						45	22-Jun-21 A	22-Dec-21	377															
301-IBDT-1000	Dive - underslab preparation; 2000m2	0	22-Jun-21 A	20-Aug-21 A																				
301-IBDT-1010	Dive - base slab FRP; 2000m3 @ 0.3t/m3 @ 10men x 1t/mday	0	07-Jul-21 A	02-Sep-21 A																				
301-IBDT-1020	SD21- Dive - wall FRP; 2000m2 @ 40m2/d; incl barriers	23	28-Jul-21 A	23-Nov-21	355																			
301-IBDT-1030	Dive Backfill behind walls to existing surface; incl Nth Approach Slat	24	24-Nov-21	22-Dec-21	355																			
<b>Subzone 301 - Outbound South Portal</b>						722	30-Jan-20 A	26-Jul-24	325															
<b>Excavation</b>						61	30-Jan-20 A	13-Jan-22	495															
<b>PFAS Stockpile</b>						61	30-Jan-20 A	13-Jan-22	495															
301-OBEX-1000	PFAS Stockpile at 485 land ~ 71100m3	0	30-Jan-20 A	10-Dec-20 A																				
301-OBEX-1070	Haul-out PFAS stockpile at OSP - East Stockpile	0	11-Dec-20 A	23-Feb-21 A																				
301-OBEX-1010	Haul-out PFAS stockpile at OSP - West Stockpile (17830m3 approx)	0	18-Jan-21 A	16-Feb-21 A																				
301-OBEX-1060	Haul-out PFAS stockpile at OSP - West Stockpile remaining	0	12-Mar-21 A	29-Mar-21 A																				
301-OBEX-1050	SD21- Haul-out PFAS stockpile at OSP - East Stockpile ~525m3	9	22-Mar-21 A	05-Nov-21	503																			
301-OBEX-1040	SD21- Haul-out 70% PFAS stockpile at OSP - Central Stockpile (24;	48	21-Apr-21 A	13-Jan-22	317																			
<b>TBM &amp; Retrieval Shaft (Ch.50875-50900)</b>						5	01-Jul-20 A	26-Oct-21	507															
301-OBEX-1030	SD21- OSP TBM Shaft - Excavation below RL 0 + Temporary Base	5	01-Jul-20 A	26-Oct-21	507																			
<b>Dive/Trough; Excavation and Soil nail (To be coordinated w/ Z200 C/D works)</b>						0	04-Mar-21 A	16-Jun-21 A																
301-OBEX-1020	OSP Dive/Trough (CH 504 20-506 30) - Excavate & Soil Nails to Roa	0	04-Mar-21 A	16-Jun-21 A																				
<b>MFB Ramp</b>						0	31-Mar-20 A	20-Aug-21 A																
301-OBEC-1000	MFB Ramp - Complete Excavation	0	31-Mar-20 A	20-Aug-21 A																				
<b>TBM Breakthrough &amp; Disassembly</b>						147	25-Oct-23	19-Mar-24	50															
301-OBTB-1010	OB TBM Disassembly & Pullout	42	25-Oct-23	05-Dec-23	44																			
301-OBTB-1030	OB TBM Disassembly at Retrieval Side Pit - Off-Tunnel Alignment	49	06-Dec-23	23-Jan-24	80																			
301-OBTB-1020	OSP BEW Removal	26	23-Feb-24	19-Mar-24	50																			

Actual Work Remaining Work Critical Remaining Work Milestone

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Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025										
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4						
<b>Permanent Structures</b>						722	10-Mar-20 A	26-Jul-24	325																			
<b>Cut &amp; Cover Structure (Ch.50875-50900)</b>						90	21-Mar-24	24-Jul-24	31																			
301-OBTS-1000	Cut & Cover (Ch.50875-50900) - Waterproofing & Structures to Bas	22	21-Mar-24	20-Apr-24	32																							
301-OBTS-1010	Cut & Cover (Ch.50875-50900) - Waterproofing & Structures to Roc	15	22-Apr-24	15-May-24	32																							
301-OBTS-1020	Cut & Cover (Ch.50875-50900) - Waterproofing & Structures to Sm	20	16-May-24	14-Jun-24	32																							
301-OBTS-1030	Cut & Cover (Ch.50875-50900) - Waterproofing & Structures to Roc	14	15-Jun-24	04-Jul-24	32																							
301-OBTS-1070	Cut & Cover (Ch.50850-50900) - Structures Above Roof Level	15	05-Jul-24	24-Jul-24	33																							
301-OBTS-1040	Cut & Cover (Ch.50875-50900) - Cure - Remove Props & Fireproofii	11	05-Jul-24	18-Jul-24	37																							
<b>Cut &amp; Cover Structure (Ch.50700-50875)</b>						21	10-Mar-20 A	18-Nov-21	1026																			
<b>Cut &amp; Cover; Structures to Smoke Duct Level 50775-50875</b>						0	14-Sep-20 A	24-Mar-21 A																				
<b>C&amp;C Base Slab FRP; Ch 50850-50875</b>						0	14-Sep-20 A	08-Oct-20 A																				
301-OBCC-1040	C&C (Ch.50845-50875) - Base Slab	0	14-Sep-20 A	08-Oct-20 A																								
<b>C&amp;C Walls FRP to Smoke Duct Level; Ch 50775-50875</b>						0	13-Oct-20 A	10-Feb-21 A																				
<b>C&amp;C Southern Wall</b>						0	13-Oct-20 A	10-Feb-21 A																				
301-OBCC-1140	C&C (Ch.50845-50875) - Sth Wall FRP to Smoke L	0	13-Oct-20 A	10-Feb-21 A																								
<b>C&amp;C Northern Wall</b>						0	13-Oct-20 A	22-Jan-21 A																				
301-OBCC-1150	C&C (Ch.50845-50875) - Nth Wall FRP to Smoke L	0	13-Oct-20 A	22-Jan-21 A																								
<b>C&amp;C Smoke Duct Precast Deck &amp; Slab; Ch 50775-50875</b>						0	06-Oct-20 A	24-Mar-21 A																				
<b>Precast Installation</b>						0	06-Oct-20 A	17-Mar-21 A																				
301-OBCC-1020	C&C (Ch.50800-50840) Smoke L Precast - Stage 1 In-Tunnel Lifts i	0	06-Oct-20 A	19-Oct-20 A																								
301-OBCC-1030	C&C (Ch.50775-50800) Smoke L Precast - Stage 1 Off-Alignment L	0	14-Dec-20 A	15-Dec-20 A																								
301-OBCC-1170	C&C (Ch.50840-50860) Smoke L Precast - Stage 4b	0	01-Mar-21 A	05-Mar-21 A																								
301-OBCC-1160	C&C (Ch.50860-50875) Smoke L Precast - Stage 4a	0	01-Mar-21 A	17-Mar-21 A																								
<b>Topping Slab</b>						0	27-Oct-20 A	24-Mar-21 A																				
301-OBCC-1230	C&C (Ch.50800-50845) - Smoke L Topping Slab	0	27-Oct-20 A	29-Oct-20 A																								
301-OBCC-1600	C&C (Ch.50800-50845) - Smoke L Topping Slab (balance)	0	13-Jan-21 A	15-Jan-21 A																								
301-OBCC-1390	C&C (Ch.50860-50875) - Smoke L Topping Slab	0	06-Mar-21 A	24-Mar-21 A																								
301-OBCC-1500	C&C (Ch.50845-50860) - Smoke L Topping Slab	0	06-Mar-21 A	24-Mar-21 A																								
<b>Cut &amp; Cover; Structures to Vent Level 50800-50875</b>						0	17-Nov-20 A	26-May-21 A																				
<b>C&amp;C Walls FRP to Vent Level; Ch 50800-50875</b>						0	17-Nov-20 A	22-Apr-21 A																				
<b>C&amp;C Southern Wall</b>						0	17-Nov-20 A	22-Apr-21 A																				
301-OBCC-1080	C&C (Ch.50800-50830) - Sth Wall FRP to Vent L	0	17-Nov-20 A	16-Dec-20 A																								
301-OBCC-1210	C&C (Ch.50860-50875) - Sth Wall FRP to Vent L	0	19-Feb-21 A	25-Feb-21 A																								
301-OBCC-1370	C&C (Ch.50830-50860) - Sth Wall FRP to Vent L	0	19-Feb-21 A	22-Apr-21 A																								
<b>C&amp;C Northern Wall</b>						0	25-Nov-20 A	31-Mar-21 A																				
301-OBCC-1090	C&C (Ch.50800-50830) - Nth Wall FRP to Vent L	0	25-Nov-20 A	16-Dec-20 A																								
301-OBCC-1220	C&C (Ch.50860-50875) - Nth Wall FRP to Vent L	0	01-Feb-21 A	20-Feb-21 A																								
301-OBCC-1380	C&C (Ch.50830-50860) - Nth Wall FRP to Vent L	0	01-Feb-21 A	31-Mar-21 A																								
<b>C&amp;C Vent Level Precast Deck &amp; Slab; Ch 50800-50875</b>						0	04-Dec-20 A	26-May-21 A																				
<b>Precast Installation</b>						0	04-Dec-20 A	30-Apr-21 A																				
301-OBCC-1110	C&C (Ch.50800-50830) Vent L Precast - Stage 3	0	04-Dec-20 A	18-Dec-20 A																								
301-OBCC-1340	C&C (Ch.50860-50875) Vent L Precast - Stage 5	0	10-Mar-21 A	02-Apr-21 A																								
301-OBCC-1430	C&C (Ch.50830-50860) Vent L Precast - Stage 6	0	16-Apr-21 A	30-Apr-21 A																								
<b>Topping Slab</b>						0	18-Jan-21 A	26-May-21 A																				
301-OBCC-1130	C&C (Ch.50800-50830) Vent L Topping Slab	0	18-Jan-21 A	03-Feb-21 A																								
301-OBCC-1360	C&C (Ch.50860-50875) Vent L Topping Slab	0	12-Apr-21 A	20-Apr-21 A																								
301-OBCC-1460	C&C (Ch.50830-50860) Vent L Topping Slab	0	01-May-21 A	26-May-21 A																								
<b>Cut &amp; Cover; Structures to Roof Level 50700-50875</b>						0	10-Mar-20 A	07-Aug-21 A																				

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone



WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025									
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4					
<b>C&amp;C Walls FRP to Roof Level; Ch 50700-50875</b>						0	10-Mar-20 A	25-Jun-21 A																			
<b>C&amp;C Southern Wall</b>						0	05-Aug-20 A	25-Jun-21 A																			
301-OBCC-1010	C&C (Ch.50773-50798) - Sth Wall FRP to Roof L	0	05-Aug-20 A	22-Sep-20 A																							
301-OBCC-1270	C&C (Ch.50798-50825) - Sth Wall FRP to Roof L	0	15-Feb-21 A	25-Feb-21 A																							
301-OBCC-1480	C&C (Ch.50860-50875) - Sth Wall FRP to Roof L	0	17-May-21 ,	25-Jun-21 A																							
301-OBCC-1510	C&C (Ch.50825-50860) - Sth Wall FRP to Roof L	0	21-May-21 ,	11-Jun-21 A																							
<b>C&amp;C Northern Wall</b>						0	10-Mar-20 A	25-Jun-21 A																			
301-OBCC-1000	C&C (Ch.50723-50748) - Nth Wall FRP to Roof L	0	10-Mar-20 A	13-Oct-20 A																							
301-OBCC-1060	C&C (Ch.50773-50798) - Nth Wall FRP to Roof L	0	05-Oct-20 A	05-Nov-20 A																							
301-OBCC-1280	C&C (Ch.50798-50825) - Nth Wall FRP to Roof L	0	15-Feb-21 A	11-Mar-21 A																							
301-OBCC-1490	C&C (Ch.50860-50875) - Nth Wall FRP to Roof L	0	03-May-21 ,	25-Jun-21 A																							
301-OBCC-1520	C&C (Ch.50825-50860) - Nth Wall FRP to Roof L	0	21-May-21 ,	11-Jun-21 A																							
<b>C&amp;C Roof Level Precast Deck &amp; Slab; Ch 50700-50875</b>						0	12-Nov-20 A	07-Aug-21 A																			
<b>Precast Installation</b>						0	12-Nov-20 A	08-Jul-21 A																			
301-OBCC-1050	C&C (Ch.50700-50775) Roof L Precast - Stage 2a (49no.)	0	12-Nov-20 A	20-Nov-20 A																							
301-OBCC-1070	C&C (Ch.50775-50800) Roof L Precast - Stage 2b (18no.)	0	07-Dec-20 A	17-Dec-20 A																							
301-OBCC-1310	C&C (Ch.50800-50830) Roof L Precast - Stage 7a	0	29-Mar-21 A	29-Jun-21 A																							
301-OBCC-1530	C&C (Ch.50830-50860) Roof L Precast - Stage 7b	0	30-Jun-21 A	02-Jul-21 A																							
301-OBCC-1540	C&C (Ch.50860-50875) Roof L Precast - Stage 8	0	03-Jul-21 A	08-Jul-21 A																							
<b>Topping Slab</b>						0	13-Jan-21 A	07-Aug-21 A																			
301-OBCC-1100	C&C (Ch.50700-50775) Roof L Topping Slab	0	13-Jan-21 A	19-Mar-21 A																							
301-OBCC-1120	C&C (Ch.50775-50800) Roof L Topping Slab	0	09-Feb-21 A	23-Feb-21 A																							
301-OBCC-1330	C&C (Ch.50800-50830) Roof L Topping Slab	0	03-Jul-21 A	17-Jul-21 A																							
301-OBCC-1550	C&C (Ch.50830-50875) Roof L Topping Slab	0	07-Jul-21 A	07-Aug-21 A																							
<b>Cut &amp; Cover; Structures Above Roof Deck 50700-50875</b>						0	01-Mar-21 A	09-Sep-21 A																			
<b>C&amp;C Nth Retaining Wall</b>						0	01-Mar-21 A	09-Sep-21 A																			
301-OBCC-1240	C&C (Ch.50775-50800) Nth Retaining Wall	0	01-Mar-21 A	12-Mar-21 A																							
301-OBCC-1180	C&C (Ch.50700-50775) Nth Retaining Wall	0	13-Mar-21 A	31-May-21 A																							
301-OBCC-1400	C&C (Ch.50800-50830) - Structures Above Roof Deck incl & Slab P	0	14-Jul-21 A	09-Sep-21 A																							
301-OBCC-1560	C&C (Ch.50830-50875) - Structures Above Roof Deck + allow for cc	0	29-Jul-21 A	09-Sep-21 A																							
<b>Cut &amp; Cover; Backfill &amp; Drainage Behind Sth Wall 50700-50875 (To be coordinated w/Z200 w</b>						19	21-Oct-21	18-Nov-21	950																		
<b>C&amp;C Backfill &amp; Drainage Swale Behind Sth Wall (To be coordinated w/Z200 C/D works)</b>						19	21-Oct-21	18-Nov-21	950																		
301-OBCC-1320	C&C (Ch.50700-50775) Backfill to Roof L Behind Sth Wall & Drainage	6	21-Oct-21	28-Oct-21	950																						
301-OBCC-1350	C&C (Ch.50775-50800) Backfill to Roof L Behind Sth Wall & Drainage	4	29-Oct-21	06-Nov-21	950																						
301-OBCC-1450	C&C (Ch.50800-50830) Backfill to Roof L Behind Sth Wall & Drainage	4	08-Nov-21	12-Nov-21	950																						
301-OBCC-1470	C&C (Ch.50830-50850) Backfill to Vent L Behind Sth Wall & Drainage	5	13-Nov-21	18-Nov-21	950																						
<b>Dive/Trough; Structure (Ch.50420-50700)</b>						1	05-Mar-21 A	21-Oct-21	706																		
<b>Dive/Trough; Base Slab</b>						0	05-Mar-21 A	14-Aug-21 A																			
301-OBDT-1000	OSP Dive/Trough (CH 50600-50650) - Waterproofing & Structures t	0	05-Mar-21 A	25-Jun-21 A																							
301-OBDT-1020	OSP Dive (CH.50420-50600) - Retaining Wall Footings	0	28-Apr-21 A	14-Aug-21 A																							
<b>Dive/Trough; Walls FRP</b>						0	25-Mar-21 A	30-Aug-21 A																			
301-OBDT-1030	OSP Dive/Trough (CH 50600-50650) - Nth Wall FRP	0	25-Mar-21 A	29-Jul-21 A																							
301-OBDT-1010	OSP Dive/Trough (CH 50600-50650) - Sth Wall FRP	0	29-Mar-21 A	09-Jul-21 A																							
301-OBDT-1060	OSP Dive/Trough (CH 50600-50630) - Nth Retaining Wall	0	30-Jul-21 A	30-Aug-21 A																							
<b>Dive/Trough; Retaining Walls</b>						0	17-May-21 ,	09-Sep-21 A																			
301-OBDT-1040	OSP Dive (CH.50420-50600) - Nth Retaining Wall	0	17-May-21 ,	09-Sep-21 A																							
<b>Dive/Trough; Backfill &amp; Drainage Behind Sth Wall</b>						0	14-Sep-21 A	19-Oct-21 A																			
301-OBDT-1050	SD21- OSP Dive/Trough (Ch.50420-50700) Backfill Behind Sth Wal	0	14-Sep-21 A	19-Oct-21 A																							

WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
301-OBBD-1080	OSP Dive/Trough (CH 504 20-507 00) Backfill Behind Nth Retaining	0	14-Sep-21 A	16-Sep-21 A																		
<b>Dive/Trough; Barriers</b>		1	14-Oct-21 A	21-Oct-21	319																	
301-OBBD-1070	SD21- OSP Dive/Trough (CH 504 20-506 30) - Barriers to Base of N	1	14-Oct-21 A	21-Oct-21	319																	
<b>Roof Deck Finishes, Backfill &amp; Barriers on Retaining Walls (UNDER REVIEW WITH BLDG PRO)</b>		29	21-Oct-21	30-Nov-21	691																	
<b>C&amp;C Concrete Backfill Behind Nth Wall</b>		19	21-Oct-21	18-Nov-21	633																	
301-OBCC-1200	C&C (Ch.50700-50775) Backfill Behind Nth Wall to Retaining Wall L	6	21-Oct-21	28-Oct-21	633																	
301-OBCC-1290	C&C (Ch.50775-50800) Backfill Behind Nth Wall to Retaining Wall L	4	29-Oct-21	06-Nov-21	633																	
301-OBCC-1420	C&C (Ch.50800-50830) Backfill Behind Nth Wall to Retaining Wall L	4	08-Nov-21	12-Nov-21	633																	
301-OBCC-1580	C&C (Ch.50830-50875) Backfill Behind Nth Wall to Retaining Wall L	5	13-Nov-21	18-Nov-21	633																	
<b>C&amp;C Barriers to Nth Retaining Wall</b>		16	29-Oct-21	23-Nov-21	666																	
301-OBCC-1190	C&C (Ch.50700-50775) Barriers to Nth Retaining Wall	5	29-Oct-21	08-Nov-21	671																	
301-OBCC-1260	C&C (Ch.50775-50800) Barriers to Nth Retaining Wall	3	09-Nov-21	12-Nov-21	674																	
301-OBCC-1410	C&C (Ch.50800-50830) Barriers to Nth Retaining Wall	3	13-Nov-21	16-Nov-21	671																	
301-OBCC-1570	C&C (Ch.50830-50875) Barriers to Nth Retaining Wall	3	19-Nov-21	23-Nov-21	664																	
<b>C&amp;C Roof Deck Waterproofing &amp; Protection</b>		20	05-Nov-21	30-Nov-21	664																	
301-OBCC-1250	C&C (Ch.50700-50775) Roof Deck Waterproofing & Protection	9	05-Nov-21	16-Nov-21	671																	
301-OBCC-1440	C&C (Ch.50800-50830) Roof Deck Waterproofing & Protection	4	17-Nov-21	20-Nov-21	671																	
301-OBCC-1300	C&C (Ch.50775-50800) Roof Deck Waterproofing & Protection	4	17-Nov-21	20-Nov-21	671																	
301-OBCC-1590	C&C (Ch.50830-50875) Roof Deck Waterproofing & Protection	6	24-Nov-21	30-Nov-21	664																	
<b>WGF Ramp Abutment &amp; Buttress Wall</b>		23	09-Sep-21 A	26-Nov-21	314																	
301-OBCC-1620	SD21- Buttress Wall (BW-02) - excavation	0	09-Sep-21 A	14-Oct-21 A																		
301-OBCC-1630	SD21- Buttress Wall (BW-02) - slab & wall FRP	19	18-Oct-21 A	19-Nov-21	318																	
301-OBCC-1650	SD21- Buttress Wall (BW-03) - excavation	4	21-Oct-21	25-Oct-21	314																	
301-OBCC-1660	SD21- Buttress Wall (BW-03) - slab & wall FRP	19	26-Oct-21	26-Nov-21	314																	
<b>MFB Ramp Structure</b>		722	17-Sep-21 A	26-Jul-24	325																	
301-OBEC-1010	SD21- MFB Ramp Open Trough - Structure	57	17-Sep-21 A	21-Jan-22	482																	
301-OBTS-1050	TBM Extraction Pit (Ch.50875-50900 / GL OB4-OB6) - Backfill Prog	50	16-May-24	26-Jul-24	307																	
301-OBTS-1060	MFB Access Tunnel (Ch.50875-50900 / GL OB4-OB6) - Construct F	44	24-May-24	26-Jul-24	307																	
<b>External Civils</b>		580	14-Jan-22	06-Jun-24	64																	
301-OBEC-1020	OSP Substation - U/G Civils	40	14-Jan-22	10-Mar-22	317																	
301-OBEC-1030	OSP Deluge Tanks - Clear Tunnel laydown	53	21-Mar-24	06-Jun-24	64																	
<b>WGTP 400 - East</b>		887	21-May-19,	14-Mar-25	160																	
<b>Sub Zone 401</b>		680	07-Jan-20 A	29-May-24	367																	
<b>401 - Utilities</b>		90	10-Mar-20 A	07-Apr-22	593																	
<b>East Bank</b>		27	10-Mar-20 A	07-Dec-21	530																	
<b>Ausnet</b>		27	10-Mar-20 A	07-Dec-21	530																	
401-UT-1230	Ausnet Gas relocation Design and Procurement	0	10-Mar-20 A	19-May-21 A																		
401-UT-1240	Ausnet Gas relocation Procurement and Delivery of Pipes	0	11-May-20,	03-Jun-21 A																		
401-UT-1080	Install Temporary Line South of Coode Road East verge	0	26-Apr-21 A	13-May-21 A																		
401-UT-1070	Install Temporary Line Across Mackenzie Rd	0	03-May-21,	13-May-21 A																		
401-UT-1090	Trenching/Permanent Pipe Install - North of coode Rd (After BR53 :	0	03-Jun-21 A	25-Jun-21 A																		
401-UT-1100	Open-Cut Excavation & Permanent Pipe Install - North across Macl	0	09-Jun-21 A	25-Jun-21 A																		
401-UT-1120	Hot Tap & Bypass existing main North	0	29-Jun-21 A	05-Jul-21 A																		
401-UT-1130	Hot Tap & Bypass existing main South	0	30-Jun-21 A	06-Jul-21 A																		
401-UT-1140	Install bypass main	0	08-Jul-21 A	15-Jul-21 A																		
401-UT-1150	Commissioning	0	16-Jul-21 A	16-Jul-21 A																		
401-UT-1180	Relocate Gas - Install permanent line west verge South end	5	06-Oct-21 A	28-Oct-21	530																	
401-UT-1190	Cut over Temp to permanent Coode and south western verge	10	29-Oct-21	17-Nov-21	530																	

Actual Work Remaining Work Critical Remaining Work Milestone

### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
401-UT-1200	Install bypass main	10	18-Nov-21	02-Dec-21	530																			
401-UT-1210	Commissioning	2	03-Dec-21	07-Dec-21	530																			
<b>NBN/Telstra</b>						0	23-Feb-21 A	28-Apr-21 A																
401-UT-1110	Telstra - WD.T.035; CPBJH.T.002A & CPBJH.T.002B - Mck Rd - Cor	0	23-Feb-21 A	22-Apr-21 A																				
401-UT-1170	NBN - WD.N.025 - MacKenzie (Mck) Rd W/S( in T.035) - Comms - I	0	26-Feb-21 A	28-Apr-21 A																				
<b>Port of Melbourne</b>						0	08-Sep-20 A	12-Feb-21 A																
401-UT-1050	Port of Melbourne (PoM) - W.D.E.310 - UG HV C.Bank - W/S of Ma	0	08-Sep-20 A	12-Feb-21 A																				
<b>West Bank</b>						90	04-May-20	07-Apr-22	593															
<b>Ausnet</b>						0	06-Aug-20 A	01-Apr-21 A																
401-UT-1000	DELWP License Alteration - Crown land minister conscent	0	06-Aug-20 A	03-Dec-20 A																				
401-UT-1010	DELWP License Alteration Document Approvals	0	04-Dec-20 A	07-Dec-20 A																				
401-UT-1020	Approval to Construct	0	15-Jan-21 A	15-Jan-21 A																				
401-UT-1060	DN150 Pipeline Reloc- Cut and Cap	0	18-Jan-21 A	01-Apr-21 A																				
<b>Jemena</b>						90	04-May-20	07-Apr-22	593															
401-UT-1040	Package 9 Combined Reloc- Design	30	04-May-20	13-Dec-21	608																			
401-UT-1030	Package 9 Combined Reloc- Contractors ITT Process and accept t	30	11-May-20	13-Dec-21	608																			
401-UT-1260	Pkg 9 Combined Reloc- Proc -Reloc Stage - BR54 Council Approva	0	01-Jul-21 A	11-Oct-21 A																				
401-UT-1250	Pkg 9 Combined Reloc- Proc -Reloc Stage - BR54 Enabling Works	15	12-Oct-21 A	17-Nov-21	578																			
401-UT-1160	Pkg 9 Combined Reloc- Proc -Reloc Stage - Construct 66kV; 22kV	45	27-Jan-22	07-Apr-22	593																			
<b>401 - Maribyrnong River - Flood Mitigation</b>						70	01-Feb-21 A	07-Mar-22	726															
401-FLMT-1010	401- Maribyrnong river - MR Flood Mitigation - Procurement / Sub-c	0	01-Feb-21 A	11-Oct-21 A																				
401-FLMT-1000	401- Maribyrnong river - MR Flood Mitigation	70	12-Oct-21 A	07-Mar-22	726																			
<b>Bridge 50 - Maribyrnong River Bridge</b>						653	06-Apr-20 A	22-Apr-24	369															
401-BR50-1040	401- C1/C2 Freeway over MR -Temporary Works - Jetties	25	06-Apr-20 A	02-Dec-21	423																			
401-BR50-1030	401- C1/C2 Freeway over MR -Major Plant Hire - Superstructure	25	04-May-20	02-Dec-21	423																			
401-BR50-1140	401- C1/C2 Freeway over MR -Temporary Works - Temporary tower	250	28-Aug-20 A	27-Jun-23	258																			
401-BR50-1000	401- C1/C2 Freeway over MR -Remaining Piling	0	03-May-21	05-May-21 A																				
401-BR50-1010	401- C1/C2 Freeway over MR -Remaining Pile Caps	10	06-May-21	09-Nov-21	325																			
401-BR50-1020	401- C1/C2 Freeway over MR - Remaining Piers & Crosshead	25	10-May-21	02-Dec-21	325																			
403-BR70-1330	401 - Bridge 50 - Mobilise Crane CC3800#2 (for portals)	15	01-Apr-22	29-Apr-22	328																			
401-BR50-1260	401- C1/C2 Freeway over MR -Supply Steel Portals	0	29-Apr-22*		323																			
401-BR50-1250	401 - C1/C2 Freeway over - Install Steel Portals	20	06-May-22	31-May-22	323																			
401-BR50-1190	401- C1/C2 Freeway over MR -Temporary Works - Supports/Anchor	230	18-Jul-22	07-Sep-23	282																			
401-BR50-1160	401- C1/C2 Freeway over MR -Bearings	140	15-Aug-22	07-Mar-23	371																			
401-BR50-1060	401 - C1/C2 Freeway over - Crane 2 Remobilize at East Bank after	3	15-Aug-22	17-Aug-22	371																			
401-BR50-1050	401- C1/C2 Freeway over MR -Supply Steel Beams - Shipment 1	0	15-Sep-22*		344																			
401-BR50-1070	401- C1/C2 Freeway over MR -Install Steel Beams - Shipment 1	40	22-Sep-22	17-Nov-22	346																			
401-BR50-1080	401- C1/C2 Freeway over MR -Supply Steel Beams - Shipment 2	0	24-Nov-22*		304																			
401-BR50-1090	401- C1/C2 Freeway over MR -Install Steel Beams - Shipment 2	40	26-Nov-22	04-Feb-23	304																			
401-BR50-1100	401- C1/C2 Freeway over MR -Supply Steel Beams - Shipment 3	0	24-Jan-23*		311																			
401-BR50-1110	401- C1/C2 Freeway over MR -Install Steel Beams - Shipment 3	50	06-Feb-23	15-Apr-23	304																			
401-BR50-1120	401- C1/C2 Freeway over MR -Supply Steel Beams - Shipment 4	0	13-Apr-23*		307																			
401-BR50-1130	401- C1/C2 Freeway over MR -Install Steel Beams - Shipment 4	50	17-Apr-23	24-Jun-23	304																			
401-BR50-1180	401- C1/C2 Freeway over MR -Transfloor	80	15-Jun-23	26-Sep-23	303																			
401-BR50-1150	401- C1/C2 Freeway over MR -Supply Steel Beams - Shipment 5	0	28-Jun-23*		303																			
401-BR50-1170	401- C1/C2 Freeway over MR -Install Steel Beams - Shipment 5	45	28-Jun-23	24-Aug-23	303																			
401-BR50-1200	401- C1/C2 Freeway over MR -FRP Deck	70	31-Jul-23	31-Oct-23	303																			
401-BR50-1210	401- C1/C2 Freeway over MR -Barriers / Parapets / Furniture	40	20-Oct-23	12-Dec-23	303																			

Actual Work (blue bar) Critical Remaining Work (red bar)  
 Remaining Work (green bar) Milestone (diamond symbol)





### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
401-BR53-1030	401- McKenzie Rd Bridge - Piling- Stage1B	0	04-Aug-21 A	01-Sep-21 A																		
401-BR53-1050	401- McKenzie Rd Bridge - Abutments / Approach slabs-Stage1	50	20-Aug-21 A	02-Feb-22	415																	
401-BR53-1330	401- McKenzie Rd Bridge - In Ground Drainage Works Spill Contair	0	01-Sep-21 A	06-Oct-21 A																		
401-BR53-1070	401- McKenzie Rd Bridge - Retaining Structure-Stage1	30	21-Oct-21	13-Dec-21	461																	
401-BR53-1060	401- McKenzie Rd Bridge - Bearings-Stage1	10	03-Feb-22	15-Feb-22	572																	
401-BR53-1080	401- McKenzie Rd Bridge - Install Precast Concrete-Stage1	15	10-Feb-22	28-Feb-22	572																	
401-BR53-1120	401- McKenzie Rd Bridge - FRP Deck-Stage1	30	23-Feb-22	01-Apr-22	572																	
401-BR53-1150	401- McKenzie Rd Bridge - Barriers / Parapets / Furniture-Stage1	20	28-Mar-22	29-Apr-22	572																	
401-BR53-1130	401- McKenzie Rd Bridge - On structure drainage-Stage1	7	02-Apr-22	09-Apr-22	580																	
401-BR53-1160	401- McKenzie Rd Bridge - Asphalt & Linemarking-Stage1	7	30-Apr-22	10-May-22	572																	
<b>Stage2</b>		<b>117</b>	<b>10-Aug-21 A</b>	<b>16-Jul-22</b>	<b>542</b>																	
401-BR53-1040	401- McKenzie Rd Bridge - Piling- Stage2	0	10-Aug-21 A	16-Aug-21 A																		
401-BR53-1090	401- McKenzie Rd Bridge - Abutments / Approach slabs-Stage2	40	03-Feb-22	07-Apr-22	415																	
401-BR53-1110	401- McKenzie Rd Bridge - Retaining Structure-Stage2	30	08-Mar-22	03-May-22	421																	
401-BR53-1100	401- McKenzie Rd Bridge - Bearings-Stage2	10	08-Apr-22	29-Apr-22	529																	
401-BR53-1140	401- McKenzie Rd Bridge - Install Precast Concrete-Stage2	10	30-Apr-22	13-May-22	529																	
401-BR53-1170	401- McKenzie Rd Bridge - FRP Deck-Stage2	30	14-May-22	23-Jun-22	529																	
401-BR53-1190	401- McKenzie Rd Bridge - Barriers / Parapets / Furniture-Stage2	20	09-Jun-22	07-Jul-22	529																	
401-BR53-1180	401- McKenzie Rd Bridge - On structure drainage-Stage2	7	24-Jun-22	02-Jul-22	532																	
401-BR53-1200	401- McKenzie Rd Bridge - Asphalt & Linemarking-Stage2	7	08-Jul-22	16-Jul-22	529																	
<b>Stage3</b>		<b>170</b>	<b>18-Jul-22</b>	<b>10-Mar-23</b>	<b>685</b>																	
401-BR53-1220	401- McKenzie Rd Bridge - Screen Walls	40	18-Jul-22	22-Sep-22	614																	
401-BR53-1210	401- McKenzie Rd Bridge - Piling- Stage3	20	18-Jul-22	19-Aug-22	415																	
401-BR53-1230	401- McKenzie Rd Bridge - Abutments / Approach slabs-Stage3	40	23-Aug-22	27-Oct-22	415																	
401-BR53-1250	401- McKenzie Rd Bridge - Retaining Structure-Stage3	30	23-Sep-22	17-Nov-22	421																	
401-BR53-1240	401- McKenzie Rd Bridge - Bearings-Stage3	10	28-Oct-22	12-Nov-22	529																	
401-BR53-1260	401- McKenzie Rd Bridge - Install Precast Concrete-Stage3	10	15-Nov-22	25-Nov-22	529																	
401-BR53-1270	401- McKenzie Rd Bridge - FRP Deck-Stage3	30	26-Nov-22	19-Jan-23	529																	
401-BR53-1290	401- McKenzie Rd Bridge - Barriers / Parapets / Furniture-Stage3	20	21-Dec-22	04-Feb-23	529																	
401-BR53-1280	401- McKenzie Rd Bridge - On structure drainage-Stage3	7	20-Jan-23	01-Feb-23	674																	
401-BR53-1300	401- McKenzie Rd Bridge - Asphalt & Linemarking-Stage3	7	06-Feb-23	14-Feb-23	671																	
401-BR53-1320	401 - McKenzie Rd Bridge - Defects; Punchlist; Rectification & Bridg	20	15-Feb-23	10-Mar-23	671																	
<b>Bridge 55 - Veloway Connection (Northern Portal Interface)</b>		<b>45</b>	<b>21-May-21</b>	<b>21-Jan-22</b>	<b>551</b>																	
401-BR55-1000	401 - SUP Sheppard Bridge to Veloway - Piling (11 piles)	0	21-May-21	26-May-21 A																		
401-BR55-1020	401 - SUP Sheppard Bridge to Veloway - Pilecaps & Piers ( 2 pilec	45	14-Jun-21 A	21-Jan-22	551																	
401-BR55-1010	401 - SUP Sheppard Bridge to Veloway - Handover to Veloway inst	0		21-Jan-22	551																	
<b>401 - Completion</b>		<b>27</b>	<b>23-Apr-24</b>	<b>29-May-24</b>	<b>367</b>																	
402-COMP-1020	401 - Maribymong River - Remove crane pads & demob site offices	25	23-Apr-24	29-May-24	362																	
401-COMP-1000	401 - Maribymong River - Complete	0		29-May-24	283																	
<b>Sub Zone 402</b>		<b>744</b>	<b>28-May-19</b>	<b>27-Aug-24</b>	<b>303</b>																	
<b>402 - Utilities</b>		<b>0</b>	<b>08-Apr-21 A</b>	<b>24-Jun-21 A</b>																		
402-UT-1010	402 - Footscray Road Gas cutover	0	08-Apr-21 A	24-Jun-21 A																		
402-UT-1000	402 - Gas cut over Complete	0		24-Jun-21 A																		
<b>Bridge 60 - C1 C2 Elevated Viaduct</b>		<b>655</b>	<b>28-May-19</b>	<b>24-Apr-24</b>	<b>392</b>																	
402-BR60-2220	Stage 3 - Atgrade median civil works	30	31-Mar-23	26-May-23	161																	
402-BR60-2230	Stage 3 - At grade pavement works	20	29-May-23	30-Jun-23	161																	
402-BR60-2260	Stage 3 - At grade lighting	10	23-Jun-23	10-Jul-23	161																	
402-BR60-2250	Stage 3 - Install traffic signals at intersection	5	04-Jul-23	10-Jul-23	161																	

Actual Work Remaining Work Critical Remaining Work Milestone





### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
402-BR60-1060	#04 Erect Span - C2-S29 - 45m (17 segments 3L) Day shift	8	08-Nov-21	18-Nov-21	161	█															
402-BR60-1070	#05 Erect Span - C2-S28 - 45m (17 segments 3L) Day shift	7	19-Nov-21	30-Nov-21	161	█															
402-BR60-1080	#06 Erect Span - C2-S27 - 45m (17 segments 3L) Day shift	7	01-Dec-21	13-Dec-21	161	█															
402-BR60-1090	#07 Erect Span - C2-S26 - 45m (17 segments 3L) Day shift	6	14-Dec-21	21-Dec-21	161	█															
402-BR60-1110	#08 Erect Span - C2-S25 - 45m (17 segments 3L) Day shift	6	22-Dec-21	17-Jan-22	161	█															
402-BR60-1120	#09 Erect Span - C2-S24 - 45m (17 segments 3L) Day shift	6	18-Jan-22	31-Jan-22	161		█														
402-BR60-1130	#10 Erect Span - C2-S23 - 45m (17 segments 3L) Day shift	6	01-Feb-22	09-Feb-22	161		█														
402-BR60-1140	#11 Erect Span - C2-S22 - 40m (16 segments 3L) Day shift	6	10-Feb-22	18-Feb-22	161		█														
402-BR60-1150	#12 Erect Span - C2-S21 - 45m (17 segments 3L) Double Shift	4	22-Feb-22	25-Feb-22	161		█														
402-BR60-1170	#13 Erect Span - C2-S20N - 45m (17 segments 3L) Double Shift (2	4	28-Feb-22	03-Mar-22	161		█														
402-BR60-1200	#14 Erect Span - C2-S19S - 45m (17 segments 2L) Double Shift (2	5	04-Mar-22	10-Mar-22	161		█														
402-BR60-1220	#15 Erect Span - C2-S19N - 45m (17 segments 2L) Double Shift (2	5	11-Mar-22	21-Mar-22	161		█														
402-BR60-1240	#16 Erect Span - C2-S18 - 40m (16 segments 3L/3 strut) Double S	5	22-Mar-22	29-Mar-22	161		█														
402-BR60-1260	#17 Erect Span - C2-S17 - 40m (16 segments 3L/3 strut) Double S	5	30-Mar-22	05-Apr-22	161		█														
402-BR60-1280	#18 Erect Span - C2-S16 - 40m (16 segments 3L/3 strut) Night shif	5	06-Apr-22	12-Apr-22	161		█														
402-BR60-1290	#19 Erect Span - C2-S15 - 45m (16 segments 3L/3 strut) Night shif	5	14-Apr-22	29-Apr-22	161		█														
402-BR60-1300	#20 Erect Span - C2-S14 - 45m (17 segments 3L) Double shift (Pie	4	02-May-22	06-May-22	161		█														
402-BR60-1320	#21 Erect Span - C2-S13 - 45m (17 segments 3L) Double shift (Pie	6	10-May-22	17-May-22	161		█														
402-BR60-1330	#22 Erect Span - C2-S12 - 45m (17 segments 3L) Double shift (Pie	6	19-May-22	27-May-22	161		█														
402-BR60-1340	#23 Erect Span - C2-S11 - 45m (17 segments 3L) Double shift (Pie	6	30-May-22	06-Jun-22	161		█														
402-BR60-1350	#24 Erect Span - C2-S10 - 42m (16 segments 3L) Double shift (Pie	6	07-Jun-22	17-Jun-22	161		█														
402-BR60-1370	#25 Erect Span - C1-S10 - 42m (16 segments 3L)	6	20-Jun-22	29-Jun-22	161		█														
402-BR60-1380	#26 Erect Span - C1-S11 - 45m (17 segments 3L)	6	30-Jun-22	08-Jul-22	161		█														
402-BR60-1390	#27 Erect Span - C1-S12 - 45m (17 segments 3L)	6	12-Jul-22	19-Jul-22	161		█														
402-BR60-1420	#28 Erect Span - C1-S13 - 45m (17 segments 3L)	6	21-Jul-22	29-Jul-22	161		█														
402-BR60-1430	#29 Erect Span - C1-S14 - 45m (17 segments 3L)	6	01-Aug-22	10-Aug-22	161		█														
402-BR60-1440	#30 Erect Span - C1-S15 - 40m (16 segments 3L)	6	11-Aug-22	19-Aug-22	161		█														
402-BR60-1450	#31 Erect Span - C1-S16 - 43m (17 segments 3L)	6	23-Aug-22	30-Aug-22	161		█														
402-BR60-1460	#32 Erect Span - C1-S17 - 45m (17 segments 3L)	6	31-Aug-22	08-Sep-22	161		█														
402-BR60-1470	#33 Erect Span - C1-S18 - 45m (17 segments 3L) Weekend Road	6	09-Sep-22	20-Sep-22	161		█														
402-BR60-1480	#34 Erect Span - C1-S19 - 40m (16 segments 3L)	6	21-Sep-22	29-Sep-22	161		█														
402-BR60-1500	#35 Erect Span - C1-S20 - 43m (17 segments 3L)	6	04-Oct-22	11-Oct-22	161		█														
402-BR60-1510	#36 Erect Span - C1-S21 - 40m (16 segments 3L)	6	13-Oct-22	20-Oct-22	161		█														
402-BR60-1520	#37 Erect Span - C1-S22 - 40m (16 segments 3L)	6	21-Oct-22	03-Nov-22	161		█														
402-BR60-1530	#38 Erect Span - C1-S23 - 45m (17 segments 3L)	6	04-Nov-22	11-Nov-22	161		█														
402-BR60-1540	#39 Erect Span - C1-S24 - 45m (17 segments 3L)	6	15-Nov-22	23-Nov-22	161		█														
402-BR60-1550	#40 Erect Span - C1-S25 - 45m (17 segments 3L)	6	24-Nov-22	01-Dec-22	161		█														
402-BR60-1580	#41 Erect Span - C1-S26 - 45m (17 segments 3L)	6	02-Dec-22	13-Dec-22	161		█														
402-BR60-1590	#42 Erect Span - C1-S27 - 45m (17 segments 3L)	6	14-Dec-22	21-Dec-22	161		█														
402-BR60-1600	#43 Erect Span - C1-S28 - 45m (17 segments 3L)	6	22-Dec-22	17-Jan-23	161		█														
402-BR60-1610	#44 Erect Span - C1-S29 - 45m (17 segments 3L) Night shift	6	19-Jan-23	31-Jan-23	161		█														
402-BR60-1620	#45 Erect Span - C1-S30 - 45m (17 segments 3L) Double shift	4	01-Feb-23	06-Feb-23	161		█														
402-BR60-1630	#46 Erect Span - C1-S31 - 45m (17 segments 3L) Night shift (2 lifti	5	07-Feb-23	14-Feb-23	161		█														
402-BR60-1640	#47 Erect Span - C1-S32 - 45m (17 segments 3L) Night shift (2 lifti	5	15-Feb-23	21-Feb-23	161		█														
402-BR60-1650	#48 Erect Span - C1-S33N - 45m (17 segments 3L) Night shift (2 lif	5	23-Feb-23	02-Mar-23	161		█														
402-BR60-1660	#49 Erect Span - C1-S34N - 45m (17 segments 3L) Night shift (2 lif	5	03-Mar-23	09-Mar-23	161		█														
402-BR60-1670	#50 Erect Span - C1-S35N - 45m (17 segments 3L) Night shift (2 lif	5	10-Mar-23	20-Mar-23	161		█														
402-BR60-1680	#51 Erect Span - C1-S33S - 45m (17 segments 2L) night shift (2 lif	5	21-Mar-23	28-Mar-23	161		█														

Actual Work      Critical Remaining Work  
 Remaining Work      Milestone







WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
403-MOT-1100	MOT Realignment - Install Capping layer	3	13-Apr-23	17-Apr-23	481																		
403-MOT-1110	MOT Realignment - PN Sidings Roads 4-5	2	18-Apr-23	19-Apr-23	481																		
403-MOT-1120	MOT Realignment - Top Ballast PN Sidings Roads 4-5	2	20-Apr-23	21-Apr-23	481																		
403-MOT-1130	MOT Realignment - Tamping (incl. top up ballast)	2	26-Apr-23	27-Apr-23	481																		
403-MOT-1140	MOT Realignment - Defects / Site Clean	2	28-Apr-23	01-May-23	481																		
403-MOT-1150	MOT Realignment - Occupation #2 PN Sidings 4-5	3	02-May-23	05-May-23	481																		
403-MOT-1160	MOT Realignment - ARO's Driver Familiarisation (PN Sidings 4-5)	5	09-May-23	15-May-23	481																		
403-MOT-1170	MOT Realignment - remove redundant MOT sidings & JHG loop tra	10	16-May-23	31-May-23	481																		
<b>Bridge 70 - Ramp C2</b>		<b>812</b>	<b>05-Jul-19 A</b>	<b>29-Nov-24</b>	<b>235</b>																		
403-BR70-1000	403 - Bridge 70 - Piling (Bored & Precast)	0	05-Jul-19 A	16-Dec-20 A																			
403-BR70-1270	403 - Bridge 70 - FRP Pile Caps	0	19-Jul-19 A	12-May-21 A																			
403-BR70-1010	403 - Bridge 70 - FRP Pile Caps	0	15-Aug-19 A	02-Sep-20 A																			
403-BR70-1020	403 - Bridge 70 - Install Piers	0	11-Jun-20 A	19-Nov-20 A																			
403-BR70-1290	403 - Bridge 70 - Install Remaining Piers & Crossheads	80	19-Jul-21 A	24-Mar-22	279																		
403-BR70-1280	403 - Bridge 70 - Earthworks & Permanent SUP	60	21-Oct-21*	18-Feb-22	339																		
403-BR70-1040	403 - Bridge 70 - Install Bearings	40	25-Mar-22	06-Jun-22	279																		
403-BR70-1300	403 - Bridge 70 - Mobilise Crane CC3800#1	10	21-Apr-23	09-May-23	127																		
403-BR70-1070	403 - Bridge 70 - Steel Install - Shipment 1	83	09-May-23	25-Aug-23	127																		
403-BR70-1050	403 - Bridge 70 - Deferred Steel Beam Delivery - Shipment 1	0	09-May-23*		127																		
403-BR70-1120	402 - Matchcast Interface complete	0		13-Jul-23	371																		
403-BR70-1130	403 - Bridge 70 - Steel Install - Shipment 1 (Last 2 Girders)	5	14-Jul-23	20-Jul-23	371																		
403-BR70-1090	403 - Bridge 70 - FRP Deck incl. transfloor install - (For steel shipme	60	26-Aug-23	17-Nov-23	182																		
403-BR70-1060	403 - Bridge 70 - Deferred Steel Beam Delivery - Shipment 2	0	26-Aug-23*		127																		
403-BR70-1110	403 - Bridge 70 - Steel Install - Shipment 2	83	29-Aug-23	18-Dec-23	127																		
403-BR70-1310	403 - Bridge 70 - Demobilise Crane CC3800#1	5	19-Dec-23	11-Jan-24	127																		
403-BR70-1080	403 - Bridge 70 - Deferred Steel Beam Delivery - Shipment 3	0	19-Dec-23*		160																		
403-BR70-1160	403 - Bridge 70 - FRP Deck incl. transfloor install - (For steel shipme	60	19-Dec-23	25-Mar-24	158																		
403-BR70-1140	403 - Bridge 70 - Steel Install - Shipment 3	57	20-Dec-23	22-Mar-24	160																		
403-BR70-1100	403 - Bridge 70 - Install parapets & furniture - (For steel shipment 1	10	26-Mar-24	10-Apr-24	198																		
403-BR70-1210	403 - Bridge 70 - FRP Deck incl. transfloor install - (For steel shipme	60	26-Mar-24	20-Jun-24	158																		
403-BR70-1150	403 - Bridge 70 - FRP Deck incl. transfloor install - (For Last 2 Span	20	26-Mar-24	22-Apr-24	198																		
403-BR70-1200	403 - Bridge 70 - Install parapets & furniture - (For steel shipment 2	30	11-Apr-24	22-May-24	198																		
403-BR70-1180	403 - Bridge 70 - Install parapets & furniture - (For Last 3 Spans)	20	23-Apr-24	22-May-24	198																		
403-BR70-1190	403 - Bridge 70 - Install on structure drainage	20	03-May-24	29-May-24	292																		
403-BR70-1220	403 - Bridge 70 - Install parapets & furniture - (For steel shipment 3	30	21-Jun-24	30-Jul-24	158																		
403-BR70-1230	403 - Bridge 70 - Install expansion joints	20	31-Jul-24	26-Aug-24	227																		
403-BR70-1250	403 - Bridge 70 - Asphalt & linemarking	20	27-Aug-24	20-Sep-24	227																		
403-BR70-1260	403 - Bridge 70 - Defects Rectification & QA Close out	50	21-Sep-24	29-Nov-24	227																		
<b>Citylink Widening</b>		<b>764</b>	<b>10-Aug-20 A</b>	<b>26-Oct-24</b>	<b>246</b>																		
403-BR70-1030	C2 Widening - Stage 1	61	10-Aug-20 A	31-Jan-22	649																		
403-BR70-1170	C2 Widening - Stage 2	150	26-Aug-23	05-Apr-24	246																		
403-BR70-1240	C2 Widening - Stage 3	150	06-Apr-24	26-Oct-24	246																		
<b>Bridge 71 - Ramp D1/D2</b>		<b>532</b>	<b>21-May-19</b>	<b>27-Aug-24</b>	<b>303</b>																		
<b>Ramp D1</b>		<b>532</b>	<b>21-May-19</b>	<b>27-Aug-24</b>	<b>303</b>																		
403-BR71-1010	403 - Bridge 71 - Piling (pre MOT realignment)	0	21-May-19	20-Sep-19 A																			
403-BR71-1030	403 - Bridge 71 - FRP Pile Caps (pre MOT realignment)	0	27-Aug-19 A	21-Dec-19 A																			
403-BR71-1040	403 - Bridge 71 - Piling (post MOT realignment)	20	15-Aug-22	15-Sep-22	269																		
403-BR71-1060	403 - Bridge 71 - FRP Pile Caps / Abutments	40	16-Sep-22	25-Nov-22	269																		

Actual Work Remaining Work Critical Remaining Work Milestone

WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025								
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
403-BR71-1080	403 - Bridge 71 - Install Piers & Crossheads	30	28-Nov-22	02-Feb-23	269																					
403-BR71-1100	403 - Bridge 71 - Install Bearings	20	03-Feb-23	07-Mar-23	269																					
403-BR71-1120	403 - Bridge 71 - Install planks	30	08-Mar-23	20-Apr-23	342																					
403-BR71-1140	403 - Bridge 71 - FRP Deck	30	21-Apr-23	01-Jun-23	342																					
403-BR71-1160	403 - Bridge 71 - Earthworks	20	02-Jun-23	30-Jun-23	342																					
403-BR71-1190	403 - Bridge 71 - FRP Approach Slab	20	01-Jul-23	27-Jul-23	424																					
403-BR71-1200	403 - Bridge 71 - Install TP5 Gantry Access stairs	30	01-Jul-23	08-Aug-23	394																					
403-BR71-1260	403 - Bridge 71 - Install parapets & furniture (driven by matchcast)	40	16-Feb-24	11-Apr-24	227																					
403-BR71-1230	403 - Bridge 71 - Install TP5 Gantry	5	20-Feb-24	24-Feb-24	263																					
403-BR71-1290	403 - Bridge 71 - Install onstructure drainage	20	12-Apr-24	10-May-24	236																					
403-BR71-1270	403 - Bridge 71 - Install expansion joints	10	12-Apr-24	23-Apr-24	246																					
403-BR71-1310	403 - Bridge 71 - Asphalt & linemarking	20	11-May-24	06-Jun-24	236																					
403-BR71-1320	403 - Bridge 71 - Defects Rectification & QA Close out	60	07-Jun-24	27-Aug-24	296																					
<b>Ramp D2</b>		<b>412</b>	<b>21-May-19</b>	<b>15-Apr-24</b>	<b>341</b>																					
403-BR71-1000	403 - Bridge 71 - Piling (pre MOT realignment)	0	21-May-19	15-May-20 A																						
403-BR71-1020	403 - Bridge 71 - FRP Pile Caps (pre MOT realignment)	0	27-Aug-19 A	07-Sep-20 A																						
403-BR71-1050	403 - Bridge 71 - Piling (post MOT realignment)	20	16-Sep-22	20-Oct-22	327																					
403-BR71-1070	403 - Bridge 71 - FRP Pile Caps / Abutments	40	21-Oct-22	13-Jan-23	327																					
403-BR71-1090	403 - Bridge 71 - Install Piers & Crossheads	15	03-Feb-23	28-Feb-23	302																					
403-BR71-1110	403 - Bridge 71 - Install Bearings	20	01-Mar-23	31-Mar-23	302																					
403-BR71-1130	403 - Bridge 71 - Install planks	30	01-Apr-23	17-May-23	386																					
403-BR71-1150	403 - Bridge 71 - FRP Deck	30	18-May-23	28-Jun-23	386																					
403-BR71-1180	403 - Bridge 71 - Earthworks	20	29-Jun-23	25-Jul-23	466																					
403-BR71-1210	403 - Bridge 71 - FRP Approach Slab	20	26-Jul-23	19-Aug-23	466																					
403-BR71-1220	403 - Bridge 71 - Install parapets & furniture (driven by matchcast)	40	12-Dec-23	19-Feb-24	263																					
403-BR71-1250	403 - Bridge 71 - Install onstructure drainage	20	20-Feb-24	18-Mar-24	333																					
403-BR71-1240	403 - Bridge 71 - Install expansion joints	10	20-Feb-24	02-Mar-24	343																					
403-BR71-1280	403 - Bridge 71 - Asphalt & linemarking	20	19-Mar-24	15-Apr-24	333																					
<b>Bridge 72 - Ramp C1</b>		<b>516</b>	<b>27-Jun-19 A</b>	<b>28-May-24</b>	<b>368</b>																					
403-BR72-1000	403 - Bridge 72 - Piling	0	27-Jun-19 A	16-Oct-20 A																						
403-BR72-1010	403 - Bridge 72 - FRP Pile Caps	0	29-Jul-19 A	02-Feb-21 A																						
403-BR72-1020	403 - Bridge 72 - Install Piers & Crossheads	0	24-Apr-20 A	02-Jun-20 A																						
403-BR72-1190	403 - Bridge 72 - Install Remaining Piers & Crossheads	30	07-Jun-22	29-Jul-22	363																					
403-BR72-1030	403 - Bridge 72 - Install Bearings	30	01-Aug-22	20-Sep-22	363																					
403-BR72-1040	403 - Bridge 72 - Deferred Steel Beam Delivery - Shipment 1	0	11-Jan-23*		393																					
403-BR72-1080	403 - Bridge 72 - Steel Install - Shipment 1	54	11-Jan-23	24-Mar-23	393																					
403-BR72-1100	403 - Bridge 72 - Install transfloor - (For steel shipment 1 only)	30	25-Mar-23	10-May-23	393																					
403-BR72-1130	403 - Bridge 72 - FRP Deck incl. transfloor install - (For steel shipment 1)	40	11-May-23	04-Jul-23	393																					
403-BR72-1140	403 - Bridge 72 - Install parapets & furniture - (For steel shipment 1)	30	05-Jul-23	11-Aug-23	393																					
403-BR72-1050	402 - Matchcast Interface complete	0		13-Jul-23	309																					
403-BR72-1060	403 - Bridge 72 - Deferred Steel Beam Delivery - Shipment 2	0	14-Jul-23*		309																					
403-BR72-1070	403 - Bridge 72 - Steel Install - Shipment 2	62	14-Jul-23	04-Oct-23	309																					
403-BR72-1090	403 - Bridge 72 - Install transfloor - (For steel shipment 2 only)	20	05-Oct-23	30-Oct-23	309																					
403-BR72-1110	403 - Bridge 72 - FRP Deck incl. transfloor install - (For steel shipment 2)	30	05-Oct-23	15-Nov-23	309																					
403-BR72-1120	403 - Bridge 72 - Install parapets & furniture - (For steel shipment 2)	20	16-Nov-23	11-Dec-23	309																					
403-BR72-1150	403 - Bridge 72 - Install expansion joints	20	12-Dec-23	22-Jan-24	363																					
403-BR72-1160	403 - Bridge 72 - Install onstructure drainage	20	23-Jan-24	19-Feb-24	363																					
403-BR72-1170	403 - Bridge 72 - Asphalt & linemarking	20	20-Feb-24	18-Mar-24	363																					

Actual Work      Critical Remaining Work  
 Remaining Work      Milestone









Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
403-BR75-1020	403 - Bridge 75 - FRP Pile Caps	40	28-Nov-22	17-Feb-23	338																
403-BR75-1030	403 - Bridge 75 - FRP Piers & Crossheads	40	20-Feb-23	02-May-23	338																
403-BR75-1040	403 - Bridge 75 - Install Bearings	20	04-May-23	05-Jun-23	338																
403-BR75-1050	403 - Bridge 75 - Steel Install	48	06-Jun-23	10-Aug-23	433																
403-BR75-1060	403 - Bridge 75 - FRP Deck	30	11-Aug-23	19-Sep-23	433																
403-BR75-1070	403 - Bridge 75 - Install furniture & cladding	30	20-Sep-23	30-Oct-23	433																
403-BR75-1080	403 - Bridge 75 - Install handrails & feature lighting	30	31-Oct-23	11-Dec-23	433																
403-BR75-1090	403 - Bridge 75 - Upgrade existing Railway bridge	30	12-Dec-23	06-Feb-24	433																
403-BR75-1100	403 - Bridge 75 - Defects Rectification & QA Close out	10	07-Feb-24	19-Feb-24	433																
<b>Bridge 90 - Footscray Bridge Widening</b>		<b>485</b>	<b>23-Nov-20 A</b>	<b>09-Apr-24</b>	<b>311</b>																
<b>Stage 1 - SUP Works</b>		<b>240</b>	<b>23-Nov-20 A</b>	<b>17-Jan-23</b>	<b>421</b>																
403-BR90-1000	Planning BR90	85	23-Nov-20 A	31-Mar-22	311																
403-BR90-1010	Site Establishment BR90 St 1	28	01-Apr-22	26-May-22	311																
403-BR90-1040	Substructure BR90	62	13-May-22	29-Aug-22	421																
403-BR90-1060	Superstructure BR90	33	30-Aug-22	24-Oct-22	421																
403-BR90-1080	FRP Approach slabs BR90	30	25-Oct-22	15-Dec-22	421																
403-BR90-1100	Stage 1 - Finishes BR90	10	16-Dec-22	17-Jan-23	421																
<b>Stage 2 - Median Works</b>		<b>248</b>	<b>13-May-22</b>	<b>04-Aug-23</b>	<b>311</b>																
403-BR90-1020	Site Establishment BR90 St 2	28	13-May-22	30-Jun-22	311																
403-BR90-1030	Stage 2 - Piling	10	01-Jul-22	18-Jul-22	311																
403-BR90-1050	West Abutment / REW 1 / Approach Slab	45	19-Jul-22	05-Oct-22	311																
403-BR90-1070	East Abutment / REW 2 / Approach Slab	55	05-Aug-22	09-Nov-22	311																
403-BR90-1090	Demolish EB bridge	20	10-Nov-22	13-Dec-22	311																
403-BR90-1110	Install steel tube piles	30	14-Dec-22	17-Feb-23	311																
403-BR90-1120	FRP Crossheads	35	20-Feb-23	21-Apr-23	311																
403-BR90-1130	Install precast planks	10	26-Apr-23	11-May-23	311																
403-BR90-1140	Breakback existing EB & WB decks	25	12-May-23	23-Jun-23	311																
403-BR90-1150	FRP Median Deck	18	27-Jun-23	25-Jul-23	311																
403-BR90-1160	Asphalt & linemarking	4	27-Jul-23	01-Aug-23	311																
403-BR90-1170	Switch barriers to North & South widenings	3	02-Aug-23	04-Aug-23	311																
<b>Stage 3a - North Widening</b>		<b>93</b>	<b>07-Aug-23</b>	<b>31-Jan-24</b>	<b>311</b>																
403-BR90-1190	Site Establishment	19	07-Aug-23	07-Sep-23	311																
403-BR90-1200	Bored Piles & capping beam	16	08-Sep-23	05-Oct-23	311																
403-BR90-1210	Demolish EB bridge	5	06-Oct-23	13-Oct-23	311																
403-BR90-1230	FRP Pier Extensions	24	17-Oct-23	27-Nov-23	311																
403-BR90-1240	Install precast planks	4	28-Nov-23	01-Dec-23	311																
403-BR90-1250	FRP Northern Deck	25	05-Dec-23	31-Jan-24	311																
<b>Stage 3b - South Widening</b>		<b>80</b>	<b>08-Sep-23</b>	<b>08-Feb-24</b>	<b>315</b>																
403-BR90-1180	Site Establishment	5	08-Sep-23	15-Sep-23	315																
403-BR90-1220	FRP West Abutment	49	18-Sep-23	12-Dec-23	315																
403-BR90-1270	Piling for approach slabs	6	13-Dec-23	20-Dec-23	315																
403-BR90-1280	FRP capping beam & approach slabs	10	21-Dec-23	23-Jan-24	315																
403-BR90-1290	FRP Southern Deck & RC beam	10	24-Jan-24	08-Feb-24	315																
<b>Stage 4 - Finishes</b>		<b>39</b>	<b>01-Feb-24</b>	<b>09-Apr-24</b>	<b>311</b>																
403-BR90-1260	Breakback existing WB Deck	10	01-Feb-24	16-Feb-24	311																
403-BR90-1300	Asphalt & linemarking	4	19-Feb-24	22-Feb-24	311																
403-BR90-1310	Install Offstructure barriers & parapets	5	23-Feb-24	01-Mar-24	311																
403-BR90-1320	403 - Bridge 90 - Defects Rectification & QA Close out	20	04-Mar-24	09-Apr-24	311																

█ Actual Work   █ Critical Remaining Work  
█ Remaining Work   ◆ Milestone

WGTP Reset Program  
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Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
<b>Bridge 91 - Cable Stay SUP over Fscry</b>						498	10-Jun-20 A	18-Sep-23	549																
403-BR91-1000	403 - Bridge 91 - Redesign	53	10-Jun-20 A	08-Feb-22	419	[Gantt bar: 10-Jun-20 to 08-Feb-22]																			
403-BR91-1010	Planning & TMP Implementation	80	09-Feb-22	30-Jun-22	419	[Gantt bar: 09-Feb-22 to 30-Jun-22]																			
403-BR91-1020	403 - Bridge 91 - Piling	20	01-Jul-22	04-Aug-22	419	[Gantt bar: 01-Jul-22 to 04-Aug-22]																			
403-BR91-1030	403 - Bridge 91 - FRP Pile Caps	40	05-Aug-22	13-Oct-22	419	[Gantt bar: 05-Aug-22 to 13-Oct-22]																			
403-BR91-1040	403 - Bridge 91 - FRP Piers & Crossheads	40	14-Oct-22	20-Dec-22	419	[Gantt bar: 14-Oct-22 to 20-Dec-22]																			
403-BR91-1050	403 - Bridge 91 - Install Bearings	20	21-Dec-22	09-Feb-23	419	[Gantt bar: 21-Dec-22 to 09-Feb-23]																			
403-BR91-1060	403 - Bridge 91 - Steel Install	30	10-Feb-23	22-Mar-23	534	[Gantt bar: 10-Feb-23 to 22-Mar-23]																			
403-BR91-1070	403 - Bridge 91 - FRP Deck	20	23-Mar-23	20-Apr-23	534	[Gantt bar: 23-Mar-23 to 20-Apr-23]																			
403-BR91-1080	403 - Bridge 91 - Install furniture & cladding	20	21-Apr-23	19-May-23	534	[Gantt bar: 21-Apr-23 to 19-May-23]																			
403-BR91-1090	403 - Bridge 91 - Install handrails & feature lighting	20	20-May-23	17-Jun-23	534	[Gantt bar: 20-May-23 to 17-Jun-23]																			
403-BR91-1100	403 - Bridge 91 - FRP Approach Slabs	20	19-Jun-23	14-Jul-23	534	[Gantt bar: 19-Jun-23 to 14-Jul-23]																			
403-BR91-1110	403 - Bridge 91 - At grade civil tie in works	30	15-Jul-23	22-Aug-23	534	[Gantt bar: 15-Jul-23 to 22-Aug-23]																			
403-BR91-1120	403 - Bridge 91 - Defects Rectification & QA Close out	20	23-Aug-23	18-Sep-23	534	[Gantt bar: 23-Aug-23 to 18-Sep-23]																			
<b>403 - Completion</b>						23	22-Jan-25	24-Feb-25	175																
402-COMP-1030	403 - City Connections - Remove crane pads & demob site offices	25	22-Jan-25	22-Feb-25	175	[Gantt bar: 22-Jan-25 to 22-Feb-25]																			
430-COMP-1000	403 - City Connections Complete	0	24-Feb-25	138	[Milestone diamond: 24-Feb-25]																				
<b>Sub Zone 404</b>						805	17-Jun-19 A	20-Nov-24	242																
<b>Bridge 80 - Bridge over MPC</b>						757	18-Mar-20 A	13-Sep-24	290																
404-BR80-1010	404 - Bridge 80 - Piling	60	18-Mar-20 A	18-Feb-22	346	[Gantt bar: 18-Mar-20 to 18-Feb-22]																			
404-BR80-1000	404 - Bridge 80 - Temporary Works - Civil	50	22-Jun-20 A	02-Feb-22	296	[Gantt bar: 22-Jun-20 to 02-Feb-22]																			
404-BR80-1020	404 - Bridge 80 - FRP Pile Caps	1	19-Apr-21 A	03-Feb-22	296	[Gantt bar: 19-Apr-21 to 03-Feb-22]																			
404-BR80-1040	404 - Bridge 80 - Install Piers & Crossheads	60	04-Feb-22	24-May-22	296	[Gantt bar: 04-Feb-22 to 24-May-22]																			
404-BR80-1060	404 - Bridge 80 - Install Bearings	30	25-May-22	14-Jul-22	296	[Gantt bar: 25-May-22 to 14-Jul-22]																			
404-BR80-1260	404 - Bridge 80 - Mobilise Crane LG1750	10	01-Dec-22	13-Dec-22	275	[Gantt bar: 01-Dec-22 to 13-Dec-22]																			
404-BR80-1240	404 - Bridge 80 - Portal Beam Delivery	0	14-Dec-22*	275	[Milestone diamond: 14-Dec-22]																				
404-BR80-1250	404 - Bridge 80 - Portal Install & steel beam readiness	65	14-Dec-22	28-Mar-23	275	[Gantt bar: 14-Dec-22 to 28-Mar-23]																			
404-BR80-1030	404 - Bridge 80 - Deferred Steel Beam Delivery - Shipment 1	0	11-Jan-23*	332	[Milestone diamond: 11-Jan-23]																				
404-BR80-1070	404 - Bridge 80 - Steel Install - Shipment 1	73	29-Mar-23	11-Jul-23	275	[Gantt bar: 29-Mar-23 to 11-Jul-23]																			
404-BR80-1080	404 - Bridge 80 - Install transfloor - (For steel shipment 1 only)	30	13-Jul-23	19-Aug-23	287	[Gantt bar: 13-Jul-23 to 19-Aug-23]																			
404-BR80-1050	404 - Bridge 80 - Deferred Steel Beam Delivery - Shipment 2	0	13-Jul-23*	275	[Milestone diamond: 13-Jul-23]																				
404-BR80-1090	404 - Bridge 80 - Steel Install - Shipment 2	82	13-Jul-23	28-Oct-23	275	[Gantt bar: 13-Jul-23 to 28-Oct-23]																			
404-BR80-1110	404 - Bridge 80 - FRP Deck - (For steel shipment 1 only)	40	21-Aug-23	13-Oct-23	287	[Gantt bar: 21-Aug-23 to 13-Oct-23]																			
404-BR80-1120	404 - Bridge 80 - Install parapets & furniture - (For steel shipment 1)	30	14-Oct-23	24-Nov-23	317	[Gantt bar: 14-Oct-23 to 24-Nov-23]																			
404-BR80-1100	404 - Bridge 80 - Install transfloor - (For steel shipment 2 only)	20	30-Oct-23	27-Nov-23	275	[Gantt bar: 30-Oct-23 to 27-Nov-23]																			
404-BR80-1190	404 - Bridge 80 - Deferred Steel Beam Delivery - Shipment 3	0	30-Oct-23*	283	[Milestone diamond: 30-Oct-23]																				
404-BR80-1200	404 - Bridge 80 - Steel Install - Shipment 3	51	30-Oct-23	22-Jan-24	283	[Gantt bar: 30-Oct-23 to 22-Jan-24]																			
404-BR80-1130	404 - Bridge 80 - FRP Deck - (For steel shipment 2 only)	40	28-Nov-23	05-Feb-24	275	[Gantt bar: 28-Nov-23 to 05-Feb-24]																			
404-BR80-1210	404 - Bridge 80 - Install transfloor - (For steel shipment 3 only)	20	23-Jan-24	19-Feb-24	283	[Gantt bar: 23-Jan-24 to 19-Feb-24]																			
404-BR80-1140	404 - Bridge 80 - Install parapets & furniture - (For steel shipment 2)	20	06-Feb-24	01-Mar-24	275	[Gantt bar: 06-Feb-24 to 01-Mar-24]																			
404-BR80-1220	404 - Bridge 80 - FRP Deck - (For steel shipment 3 only)	40	20-Feb-24	15-Apr-24	283	[Gantt bar: 20-Feb-24 to 15-Apr-24]																			
404-BR80-1230	404 - Bridge 80 - Install parapets & furniture - (For steel shipment 3)	20	16-Apr-24	15-May-24	283	[Gantt bar: 16-Apr-24 to 15-May-24]																			
404-BR80-1270	404 - Bridge 80 - Demobilise Crane LG1750	10	02-May-24	15-May-24	283	[Gantt bar: 02-May-24 to 15-May-24]																			
404-BR80-1160	404 - Bridge 80 - Install onstructure drainage	20	16-May-24	13-Jun-24	283	[Gantt bar: 16-May-24 to 13-Jun-24]																			
404-BR80-1150	404 - Bridge 80 - Install expansion joints	20	16-May-24	13-Jun-24	283	[Gantt bar: 16-May-24 to 13-Jun-24]																			
404-BR80-1170	404 - Bridge 80 - Asphalt & linemarking	20	14-Jun-24	10-Jul-24	283	[Gantt bar: 14-Jun-24 to 10-Jul-24]																			
404-BR80-1180	404 - Bridge 80 - Defects Rectification & QA Close out	50	11-Jul-24	13-Sep-24	283	[Gantt bar: 11-Jul-24 to 13-Sep-24]																			
<b>Bridge 81 - Wurrundjeri Way Extension</b>						587	09-Mar-20 A	19-Jan-24	460																

█ Actual Work    █ Critical Remaining Work  
█ Remaining Work    ◆ Milestone

WGTP Reset Program  
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Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
404-BR81-1000	404 - Bridge 81 - Piling (Precast & Bored) incl. piling pads	0	09-Mar-20 A	13-Aug-20 A																			
404-BR81-1010	Relocate MTM & Yarra Storage into Egate	0	10-Jun-20 A	26-Mar-21 A																			
404-BR81-1050	404 - Bridge 81 - FRP Pile Caps for Pier installation	80	29-Sep-20 A	24-Mar-22	326																		
404-BR81-1020	Piling & Crane Pad for remaining piling works	0	13-Apr-21 A	14-May-21 A																			
404-BR81-1030	404 - Bridge 81 - Piling (Precast & Bored) (post MTM Yarra Relocati	1	17-May-21 ,	21-Oct-21	428																		
404-BR81-1210	404 - Bridge 81 - FRP Pile Caps remainder	11	20-May-21 ,	11-Nov-21	455																		
404-BR81-1180	404 - Bridge 81 - Install On structure drainage	20	18-Sep-23	14-Oct-23	455																		
404-BR81-1190	404 - Bridge 81 - Asphalt & Linemarking	30	17-Oct-23	25-Nov-23	455																		
404-BR81-1200	404 - Bridge 81 - Defects Rectification & QA Close out	30	27-Nov-23	19-Jan-24	455																		
<b>For Super Ts</b>		<b>460</b>	<b>21-Oct-21</b>	<b>26-Jul-23</b>	<b>511</b>																		
404-BR81-1040	404 - Bridge 81 - Install Piers	40	21-Oct-21*	13-Jan-22	326																		
404-BR81-1060	404 - Bridge 81 - FRP Crossheads/Portals	100	14-Jan-22	13-Jul-22	326																		
404-BR81-1080	404 - Bridge 81 - Install Bearings	30	14-Jul-22	01-Sep-22	326																		
404-BR81-1110	404 - Bridge 81 - Install Super Ts	50	02-Sep-22	29-Nov-22	326																		
404-BR81-1130	404 - Bridge 81 - FRP Deck (Super Ts)	80	30-Nov-22	01-Apr-23	416																		
404-BR81-1150	404 - Bridge 81 - Barriers / Parapets / Furniture (for Super Ts)	60	03-Apr-23	29-Jun-23	426																		
404-BR81-1170	404 - Bridge 81 - Install Expansion Joints (For Super Ts)	20	30-Jun-23	26-Jul-23	495																		
<b>For Planks</b>		<b>496</b>	<b>22-Oct-21</b>	<b>16-Sep-23</b>	<b>474</b>																		
404-BR81-1070	404 - Bridge 81 - FRP Crossheads (for planks)	100	22-Oct-21	05-May-22	428																		
404-BR81-1090	404 - Bridge 81 - Install Bearings	50	06-May-22	01-Aug-22	428																		
404-BR81-1100	404 - Bridge 81 - Install Planks	30	30-Nov-22	06-Feb-23	359																		
404-BR81-1120	404 - Bridge 81 - FRP Deck (for planks)	50	03-Apr-23	16-Jun-23	416																		
404-BR81-1140	404 - Bridge 81 - Barriers / Parapets / Furniture (for planks)	50	17-Jun-23	21-Aug-23	416																		
404-BR81-1160	404 - Bridge 81 - Install Expansion Joints (For planks)	20	22-Aug-23	16-Sep-23	455																		
<b>Bridge 82 - WWE over Dudley St</b>		<b>666</b>	<b>23-Nov-20 A</b>	<b>09-May-24</b>	<b>381</b>																		
404-BR82-1000	Planning & TMP development & approval	0	23-Nov-20 A	20-Aug-21 A																			
404-BR82-1010	Area 1 Dudley St - Stage 1 At grade works	30	21-Oct-21	13-Dec-21	249																		
404-BR82-1020	Area 1 Dudley St - Stage 2 At grade works (open up B82 SB Subst	40	14-Dec-21	07-Mar-22	249																		
404-BR82-1080	Area 1 Dudley St - Stage 3 At grade works (open up B82 NB Subst	30	16-Dec-22	21-Feb-23	249																		
404-BR82-1320	Area 1 Dudley St - Stage 4 At grade works (open up median perme	20	15-Feb-24	18-Mar-24	322																		
<b>SB Entry Ramp</b>		<b>568</b>	<b>08-Mar-22</b>	<b>09-May-24</b>	<b>381</b>																		
404-BR82-1360	Site Establishment & Piling Pads	25	08-Mar-22	26-Apr-22	249																		
404-BR82-1030	Piling - BR82 - SB Entry Ramp	35	27-Apr-22	24-Jun-22	249																		
404-BR82-1040	FRP Pile Caps - BR82 - SB Entry Ramp	50	28-Jun-22	20-Sep-22	249																		
404-BR82-1050	Install Piers - BR82 - SB Entry Ramp	20	21-Sep-22	24-Oct-22	249																		
404-BR82-1060	Install Crossheads - BR82 - SB Entry Ramp	30	25-Oct-22	15-Dec-22	249																		
404-BR82-1070	Install Bearings - BR82 - SB Entry Ramp	30	16-Dec-22	21-Feb-23	339																		
404-BR82-1140	Bridge 82 - Deferred Steel Beam Delivery - Shipment 1 - SB Entry f	0	22-Jun-23*		350																		
404-BR82-1160	Steel Install - BR82 - SB Entry Ramp	38	22-Jun-23	10-Aug-23	350																		
404-BR82-1170	Install transfloor - BR82 - SB Entry Ramp	15	11-Aug-23	30-Aug-23	369																		
404-BR82-1200	FRP Deck - BR82 - SB Entry Ramp	20	31-Aug-23	25-Sep-23	369																		
404-BR82-1240	Install parapets & furniture - BR82 - SB Entry Ramp	20	26-Sep-23	24-Oct-23	369																		
404-BR82-1220	FRP Approach Slab - BR82 - SB Entry Ramp	10	26-Sep-23	10-Oct-23	458																		
404-BR82-1280	Install onstructure drainage - BR82 - SB Entry Ramp	20	25-Oct-23	22-Nov-23	438																		
404-BR82-1260	Install expansion joints - BR82 - SB Entry Ramp	10	25-Oct-23	09-Nov-23	448																		
404-BR82-1310	Asphalt & linemarking - BR82 - SB Entry Ramp	20	23-Nov-23	16-Dec-23	438																		
404-BR82-1340	B82 - Defects Rectification Period - BR82 - SB / NB Entry Ramp	30	26-Mar-24	09-May-24	377																		
<b>NB Entry Ramp</b>		<b>407</b>	<b>02-Sep-22</b>	<b>25-Mar-24</b>	<b>384</b>																		

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone





WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
<b>Bridge 85 - Rail Pedestrian Access</b>						186	07-Jun-21 A	29-Sep-22	610																
404-BR85-1000	Bridge 85 - Piling	15	07-Jun-21 A	17-Nov-21	610																				
404-BR85-1010	Bridge 85 - FRP Pile Caps	69	07-Oct-21 A	04-Mar-22	610																				
404-BR85-1020	Bridge 85 - FRP Columns	30	07-Mar-22	02-May-22	610																				
404-BR85-1030	Bridge 85 - Super Structure	67	03-May-22	26-Aug-22	610																				
404-BR85-1040	Bridge 85 - Furniture / Finishes	20	29-Aug-22	29-Sep-22	610																				
<b>Bridge 86 - SUP over MPC</b>						125	14-Feb-23	07-Aug-23	579																
404-BR86-1000	Site Establishment BR86	10	14-Feb-23*	01-Mar-23	443																				
404-BR86-1010	Piling BR86	10	02-Mar-23	17-Mar-23	443																				
404-BR86-1020	Pile Caps BR86	20	20-Mar-23	26-Apr-23	443																				
404-BR86-1030	FRP Abutments BR86	10	27-Apr-23	12-May-23	443																				
404-BR86-1040	FRP Approach Slabs BR86	10	15-May-23	30-May-23	443																				
404-BR86-1050	Bridge 86 - Warren Truss Delivery	0	31-May-23		443																				
404-BR86-1060	Install Warren Truss BR86	4	01-Jun-23	05-Jun-23	565																				
404-BR86-1070	Install Precast Concrete BR86	5	06-Jun-23	15-Jun-23	565																				
404-BR86-1080	Transfloor BR86	1	16-Jun-23	16-Jun-23	565																				
404-BR86-1090	FRP Deck BR86	10	17-Jun-23	29-Jun-23	565																				
404-BR86-1100	Expansion Joints BR86	10	30-Jun-23	13-Jul-23	565																				
404-BR86-1110	Barriers / Parapets / Furniture BR86	10	14-Jul-23	26-Jul-23	565																				
404-BR86-1120	B86 - Defects Rectification & QA Close out	10	27-Jul-23	07-Aug-23	565																				
<b>404 - Completion</b>						21	23-Oct-24	20-Nov-24	242																
402-COMP-1040	404 - WWE & Dynon Road - Remove crane pads & demob site offi	20	23-Oct-24	20-Nov-24	235																				
404-COMP-1000	404 - WWE and Dynon Road - Complete - Occupations every Week	0		20-Nov-24	184																				
<b>Sub Zone 405</b>						867	01-Dec-20 A	14-Mar-25	160																
<b>Dynon Road Civil Works</b>						100	06-Feb-24	31-Jul-24	247																
405-DRCW-1100	Dynon Road Atgrade - Site Establishment (incl setting up barriers)	10	06-Feb-24	21-Feb-24	247																				
405-DRCW-1010	Dynon Road Atgrade - Install 2 x retaining walls	22	22-Feb-24	28-Mar-24	247																				
405-DRCW-1020	Dynon Road Atgrade - Install drainage & ITS conduits	18	19-Mar-24	19-Apr-24	247																				
405-DRCW-1030	Dynon Road Atgrade - Structural backfill to B80 abutments	23	15-Apr-24	23-May-24	247																				
405-DRCW-1040	Dynon Road Atgrade - Subgrade & Sub-base	16	03-May-24	30-May-24	247																				
405-DRCW-1050	Dynon Road Atgrade - Base course	16	17-May-24	14-Jun-24	247																				
405-DRCW-1060	Dynon Road Atgrade - Install kerb & pit lids (incl expansion joints)	8	17-Jun-24	28-Jun-24	247																				
405-DRCW-1070	Dynon Road Atgrade - Install Asphalt & linemarking (incl tie in to B8	12	01-Jul-24	19-Jul-24	247																				
405-DRCW-1080	Dynon Road Atgrade - Install lighting / signage / CCTV	10	04-Jul-24	19-Jul-24	247																				
405-DRCW-1090	Dynon Road Atgrade - Install traffic signals	5	12-Jul-24	19-Jul-24	247																				
405-DRCW-1000	Dynon Road Atgrade - Defect & clean	7	23-Jul-24	31-Jul-24	247																				
<b>Dryburgh Grade Works</b>						100	09-Sep-24	14-Mar-25	125																
405-DBGW-1100	Dryburgh Atgrade - Site Establishment (incl setting up barriers)	5	09-Sep-24	16-Sep-24	125																				
405-DBGW-1010	Dryburgh Atgrade - Earthworks & service relocation	27	17-Sep-24	31-Oct-24	125																				
405-DBGW-1020	Dryburgh Atgrade - Install drainage & ITS conduits	24	15-Oct-24	25-Nov-24	125																				
405-DBGW-1030	Dryburgh Atgrade - Subgrade	18	07-Nov-24	06-Dec-24	125																				
405-DBGW-1040	Dryburgh Atgrade - Sub-base	16	26-Nov-24	19-Dec-24	125																				
405-DBGW-1050	Dryburgh Atgrade - Base course	16	11-Dec-24	20-Jan-25	125																				
405-DBGW-1060	Dryburgh Atgrade - Install kerb & pit lids (incl expansion joints)	9	21-Jan-25	06-Feb-25	125																				
405-DBGW-1080	Dryburgh Atgrade - Install lighting / signage / CCTV	12	07-Feb-25	26-Feb-25	125																				
405-DBGW-1070	Dryburgh Atgrade - Install Asphalt & linemarking (incl tie in to Dynor	12	07-Feb-25	26-Feb-25	125																				
405-DBGW-1090	Dryburgh Atgrade - Install traffic signals	7	18-Feb-25	26-Feb-25	125																				
405-DBGW-1000	Dryburgh Atgrade - Defects & clean	10	27-Feb-25	14-Mar-25	125																				

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone

WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
<b>Ramp F1/F2 At Grade Works</b>						419	01-Dec-20 A	17-Sep-24	219																
405-F1F2-1000	Truckie Diner Relocation	0	01-Dec-20 A	25-Feb-21 A	269																				
405-F1F2-1010	MOT Realignment Complete	0		12-Aug-22	269																				
405-F1F2-1020	Ground Improvement Works	100	15-Aug-22	17-Feb-23	438																				
405-F1F2-1040	F1/F2 Ramp - Site Establishment	10	25-Mar-24	12-Apr-24	219																				
405-F1F2-1050	F1/F2 Ramp - Earthworks	22	15-Apr-24	21-May-24	219																				
405-F1F2-1060	F1/F2 Ramp - Install drainage & ITS conduits	20	10-May-24	14-Jun-24	219																				
405-F1F2-1070	F1/F2 Ramp - Subgrade	17	03-Jun-24	02-Jul-24	219																				
405-F1F2-1080	F1/F2 Ramp - Sub-base	15	25-Jun-24	18-Jul-24	219																				
405-F1F2-1090	F1/F2 Ramp - Base course	15	09-Jul-24	31-Jul-24	219																				
405-F1F2-1100	F1/F2 Ramp - Install kerb & pit lids	8	01-Aug-24	13-Aug-24	219																				
405-F1F2-1130	F1/F2 Ramp - Install lighting / signage / CCTV	10	15-Aug-24	30-Aug-24	219																				
405-F1F2-1110	F1/F2 Ramp - Install Asphalt & linemarking	10	15-Aug-24	30-Aug-24	219																				
405-F1F2-1120	F1/F2 Ramp - Install traffic signals	5	23-Aug-24	30-Aug-24	219																				
405-F1F2-1030	F1/F2 Ramp - Defects clean & rectification	10	03-Sep-24	17-Sep-24	219																				
<b>Footscray Road Civil Works</b>						400	16-May-22	16-May-24	182																
405-FRCW-1010	Fscry Road Atgrade - Site Establishment	45	16-May-22*	01-Aug-22	182																				
405-FRCW-1020	Fscry Road Atgrade - Earthworks	65	02-Aug-22	23-Nov-22	182																				
405-FRCW-1030	Fscry Road Atgrade - Install drainage & ITS conduits	90	27-Oct-22	19-Apr-23	182																				
405-FRCW-1040	Fscry Road Atgrade - Subgrade	60	01-Feb-23	16-May-23	182																				
405-FRCW-1050	Fscry Road Atgrade - Sub-base	60	20-Apr-23	02-Aug-23	182																				
405-FRCW-1060	Fscry Road Atgrade - Base course	60	10-Jul-23	19-Oct-23	182																				
405-FRCW-1070	Fscry Road Atgrade - Install kerb & pit lids	50	20-Oct-23	31-Jan-24	182																				
405-FRCW-1090	Fscry Road Atgrade - Install lighting / signage / CCTV	60	27-Nov-23	21-Mar-24	182																				
405-FRCW-1080	Fscry Road Atgrade - Install Asphalt & linemarking	30	01-Feb-24	21-Mar-24	182																				
405-FRCW-1100	Fscry Road Atgrade - Install traffic signals	20	19-Feb-24	21-Mar-24	182																				
405-FRCW-1000	Fscry Road Atgrade - Defects / Clean & switch onto permanent aligni	30	22-Mar-24	16-May-24	182																				
<b>Dudley St to Flinders St Upgrade</b>						342	31-Aug-22	24-May-24	153																
405-DSFS-1000	Lower HV on the median	0		31-Aug-22*	153																				
<b>Area 2 Bourke St</b>						123	01-Sep-22	20-Apr-23	153																
405-DSFS-1300	Area 2 Bourke St - Site Establishment	10	01-Sep-22	16-Sep-22	153																				
405-DSFS-1310	Area 2 Bourke St - Earthworks	22	20-Sep-22	25-Oct-22	153																				
405-DSFS-1320	Area 2 Bourke St - Install drainage & ITS conduits	30	04-Nov-22	21-Dec-22	153																				
405-DSFS-1330	Area 2 Bourke St - Subgrade	17	25-Nov-22	21-Dec-22	153																				
405-DSFS-1040	Area 2 Bourke St - Sub-base	15	14-Dec-22	23-Jan-23	153																				
405-DSFS-1050	Area 2 Bourke St - Base course	15	12-Jan-23	07-Feb-23	153																				
405-DSFS-1060	Area 2 Bourke St - Install kerb & pit lids	8	08-Feb-23	20-Feb-23	153																				
405-DSFS-1070	Area 2 Bourke St - Install Asphalt & linemarking	10	21-Feb-23	08-Mar-23	153																				
405-DSFS-1080	Area 2 Bourke St - Install lighting / signage / CCTV	10	09-Mar-23	27-Mar-23	153																				
405-DSFS-1090	Area 2 Bourke St - Defects & clean	10	28-Mar-23	17-Apr-23	153																				
405-DSFS-1010	Area 2 Bourke St - Handover	3	18-Apr-23	20-Apr-23	153																				
<b>Melbourne Quarters</b>						115	21-Apr-23	09-Nov-23	153																
405-DSFS-1100	Melbourne Quarters - Site Establishment	5	21-Apr-23	01-May-23	153																				
405-DSFS-1110	Melbourne Quarters - Earthworks	22	02-May-23	06-Jun-23	153																				
405-DSFS-1120	Melbourne Quarters - Install drainage & electrical conduits	24	05-Jun-23	18-Jul-23	153																				
405-DSFS-1130	Melbourne Quarters - Subgrade	17	29-Jun-23	27-Jul-23	153																				
405-DSFS-1140	Melbourne Quarters - Sub-base	15	19-Jul-23	10-Aug-23	153																				
405-DSFS-1150	Melbourne Quarters - Base course	15	01-Aug-23	24-Aug-23	153																				

Actual Work Remaining Work Critical Remaining Work Milestone

TASK filter: WBS Constraint.









Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
500-NPVB-1230	NPV - Install Cable Support- Cable ladder & Conduits (Riser) - Stair	5	20-Jan-24	25-Jan-24	120																
500-NPVB-1480	NPV - Install Cable Support- Cable ladder & Conduits between Gri	5	23-Jan-24	30-Jan-24	133																
500-NPVB-1240	NPV - Install Cable Support- Cable ladder & Conduits - Environmen	5	29-Jan-24	02-Feb-24	120																
500-NPVB-1280	NPV - Install Cable Support-Cable ladder & Conduits (Riser) from Ei	5	03-Feb-24	08-Feb-24	120																
500-NPVB-1300	NPV - Install Cable Support- Cable ladder & Conduits - Inspection F	5	09-Feb-24	14-Feb-24	120																
500-NPVB-1530	NPV - Cable Pulling	21	15-Feb-24	12-Mar-24	120																
500-NPVB-1400	NPV- Install ITS System Devices	7	20-Feb-24	27-Feb-24	130																
500-NPVB-1540	NPV - Install Earthing	9	29-Feb-24	12-Mar-24	129																
500-NPVB-1580	NPV - Cable Termination	15	13-Mar-24	02-Apr-24	120																
<b>Remaining Works Area - Mechanical Works</b>		<b>19</b>	<b>03-Feb-24</b>	<b>24-Feb-24</b>	<b>279</b>																
500-NPVB-1340	NPV - Install Stack Monitoring Gas line	7	03-Feb-24	10-Feb-24	130																
500-NPVB-1370	NPV - Install Environmental Monitoring Equipment and Devices at I	7	12-Feb-24	19-Feb-24	130																
500-NPVB-1380	NPV - Install Equipment at Environmental Monitoring Room	3	20-Feb-24	22-Feb-24	130																
500-NPVB-1390	NPV - Install Stack Monitoring Gas bottle at Ground Level	2	23-Feb-24	24-Feb-24	279																
<b>North Portal - Substation &amp; ITS Building</b>		<b>242</b>	<b>24-Jul-23</b>	<b>25-Jun-24</b>	<b>23</b>																
<b>HV Room A &amp; B - Installation</b>		<b>206</b>	<b>26-Jul-23</b>	<b>18-May-24</b>	<b>51</b>																
500-NPSS-1020	NPS - HV Room A & B - Install Bonding Earth Strip	2	26-Jul-23	27-Jul-23	183																
500-NPSS-1030	NPS - HV Room A & B - Install Earth Cable	2	28-Jul-23	29-Jul-23	183																
500-NPSS-1040	NPS - HV Room A & B - Install Busduct & Supports incl. LV Room	16	31-Jul-23	19-Aug-23	183																
500-NPSS-1050	NPS - HV Room A & B - Install Transformer	8	21-Aug-23	30-Aug-23	183																
500-NPSS-1060	NPS - HV Room A & B - Install HV Switchboard	2	31-Aug-23	01-Sep-23	183																
500-NPSS-1150	NPS - HV Room A & B - HV Cable Pull	6	22-Apr-24	02-May-24	25																
500-NPSS-1170	NPS - HV Room A & B - Install Earth Bar	2	03-May-24	04-May-24	51																
500-NPSS-1230	NPS - HV Room A & B - HV Cable Termination	10	06-May-24	18-May-24	51																
<b>LV Room A &amp; B - Installation</b>		<b>234</b>	<b>24-Jul-23</b>	<b>25-Jun-24</b>	<b>25</b>																
500-NPSS-1000	NPS - LV Room A & B - Install Bonding Earth Strip	2	24-Jul-23	25-Jul-23	161																
500-NPSS-1010	NPS - LV Room A & B - Install Earth Cable	2	26-Jul-23	27-Jul-23	161																
500-NPSS-1070	NPS - LV Room A & B - Install Cable Support & Cable ladder below	39	28-Jul-23	16-Sep-23	161																
500-NPSS-1090	NPS- LV Room A & B - Install MCC	8	18-Sep-23	26-Sep-23	161																
500-NPSS-1110	NPS- LV Room A & B - Install VSD (11No.)/UPS (2 No.)/BAT (2No.)/I	7	27-Sep-23	07-Oct-23	161																
500-NPSS-1120	NPS- LV Room A & B - Install PMCS (2 No.) - by SICE	2	09-Oct-23	10-Oct-23	161																
500-NPSS-1130	NPS- LV Room A & B - LV Cable Pull (Internal - Jet Fans & DBs) (Cr	15	03-May-24	22-May-24	25																
500-NPSS-1140	NPS - LV Room A & B - Install Earth Bar	2	23-May-24	24-May-24	25																
500-NPSS-1220	NPS- LV Room A & B - LV Cable Termination	21	25-May-24	25-Jun-24	25																
<b>ITS Building - Installation</b>		<b>43</b>	<b>18-Sep-23</b>	<b>16-Nov-23</b>	<b>173</b>																
500-NPSS-1080	NPI - ITS Room A & B - Install Cable Ladder (External)	6	18-Sep-23	23-Sep-23	168																
500-NPSS-1100	NPI - ITS Room A & B - Install Cable Ladder (Internal)	2	25-Sep-23	26-Sep-23	168																
500-NPSS-1160	NPI - ITS Room A & B - Install ITS Devices	30	27-Sep-23	10-Nov-23	173																
500-NPSS-1180	NPI - ITS Room A & B - Cable Pulling	2	11-Nov-23	13-Nov-23	173																
500-NPSS-1190	NPI - ITS Room A & B - Cable Termination	3	14-Nov-23	16-Nov-23	173																
<b>External - Installation</b>		<b>171</b>	<b>25-Aug-23</b>	<b>20-Apr-24</b>	<b>70</b>																
MEI-NP-ITS-0070	Power & Fibre BB13 & BB14 - NP Substation to Maintenance Bldg	44	25-Aug-23	17-Oct-23	218																
500-NPSS-1210	External Cable Containment Cabling & Term NP Sub to Vent Bldg 1	40	27-Sep-23	23-Nov-23	168																
MEI-NP-ITS-0010	HV & Fibre BB8 - FCC to NP Substation (ITS Room B) - Cable Haul	33	08-Mar-24	20-Apr-24	29																
MEI-NP-ITS-0000	HV & Fibre BB7 - FCC to NP Substation (ITS Room A) - Cable Haul	33	08-Mar-24	20-Apr-24	29																
<b>North Portal Waste Water Discharge Facility (WWDF)</b>		<b>63</b>	<b>26-Jul-24</b>	<b>18-Oct-24</b>	<b>123</b>																
500-NPWW-1000	M&E NP WDF - Buffer Tanks Installation	7	26-Jul-24	02-Aug-24	123																
500-NPWW-1010	M&E NP WDF - Submersible Pump Installation	7	16-Aug-24	24-Aug-24	123																

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
500-NPWW-1020	M&E NP WDF - Pipe works/ Valves Installation	15	26-Aug-24	13-Sep-24	123																
500-NPWW-1030	M&E NP WDF - Instrumentation & Cabling Installation	15	14-Sep-24	04-Oct-24	123																
500-NPWW-1040	M&E NP WDF - Pre Commissioning	10	05-Oct-24	18-Oct-24	123																
<b>Tunnels</b>		<b>623</b>	<b>08-Aug-22</b>	<b>10-Oct-24</b>	<b>58</b>																
<b>Outbound Tunnel</b>		<b>623</b>	<b>08-Aug-22</b>	<b>10-Oct-24</b>	<b>35</b>																
<b>OB Main Carriageway</b>		<b>549</b>	<b>08-Nov-22</b>	<b>10-Oct-24</b>	<b>35</b>																
<b>OB C'way M&amp;E, Nth Portal - XP20, 221m</b>		<b>174</b>	<b>08-Nov-22</b>	<b>26-Jun-23</b>	<b>131</b>																
500-OBCW-1010	OB C'way - Nth Portal - XP20 Install Fixings & Ferrules including FD	20	08-Nov-22	30-Nov-22	205																
500-OBCW-1030	OB C'way - Nth Portal - XP20 Install Pipe hangers (MEI First Fix)	20	08-Nov-22	30-Nov-22	205																
500-OBCW-1000	Shared Access from TU Civil Fitout	0	08-Nov-22		205																
500-OBCW-1060	OB C'way - Nth Portal - XP20 Install Deluge pipes/Risers (Risers)	20	17-Feb-23	14-Mar-23	151																
<b>MEI Installation</b>		<b>50</b>	<b>27-Apr-23</b>	<b>26-Jun-23</b>	<b>131</b>																
500-OBCW-1040	OB C'way - Nth Portal - XP20 Install Smoke dampers (MEI Final Ins)	20	27-Apr-23	19-May-23	121																
500-OBCW-0001	(WBS) OB C'way - Nth Portal - XP20	50	27-Apr-23	26-Jun-23	131																
500-OBCW-1070	OB C'way - Nth Portal - XP20 Install Hydrants on barriers (MEI Final	20	04-May-23	26-May-23	121																
500-OBCW-1090	OB C'way - Nth Portal - XP20 Install Cable & Cable Ladder and Cor	20	11-May-23	02-Jun-23	121																
500-OBCW-1080	OB C'way - Nth Portal - XP20 - Install Elec panels on barriers (MEI I	20	18-May-23	09-Jun-23	131																
500-OBCW-1120	OB C'way - Nth Portal - XP20 Install Lighting modules (Lighting & F	20	25-May-23	19-Jun-23	131																
500-OBCW-1130	OB C'way - Nth Portal - XP20 Install Traffic sign gantry/ LUMS/ CCT	20	01-Jun-23	26-Jun-23	131																
<b>OB C'way M&amp;E, XP20 - XP18, 231m</b>		<b>194</b>	<b>01-Dec-22</b>	<b>11-Aug-23</b>	<b>117</b>																
500-OBCW-1100	OB C'way XP20 - XP18 - Install Fixings & Ferrules (MEI First Fix)	20	01-Dec-22	04-Jan-23	205																
500-OBCW-1140	OB C'way XP20 - XP18 - Install Pipe hangers (MEI First Fix)	20	01-Dec-22	04-Jan-23	205																
500-OBCW-1170	OB C'way XP20 - XP18 - Install Deluge pipes/Risers (Risers)/Risers	20	05-Jan-23	31-Jan-23	205																
<b>MEI Installation</b>		<b>58</b>	<b>03-Jun-23</b>	<b>11-Aug-23</b>	<b>117</b>																
500-OBCW-1150	OB C'way XP20 - XP18 - Install Smoke dampers (MEI Final Installa	20	03-Jun-23	28-Jun-23	109																
500-OBCW-0002	(WBS) OB C'way - XP20 - XP18	58	03-Jun-23	11-Aug-23	117																
500-OBCW-1180	OB C'way XP20 - XP18 - Install Hydrants on barriers (MEI Final Inst	20	13-Jun-23	05-Jul-23	109																
500-OBCW-1200	OB C'way XP20 - XP18 - Install Cable & Cable Ladder and Conduit	20	20-Jun-23	12-Jul-23	109																
500-OBCW-1190	OB C'way XP20 - XP18 - Install Elec panels on barriers (MEI Final I	20	13-Jul-23	04-Aug-23	109																
500-OBCW-1230	OB C'way XP20 - XP18 - Install Lighting modules (Lighting & Featu	20	20-Jul-23	11-Aug-23	109																
500-OBCW-1240	OB C'way XP20 - XP18 - Install Traffic sign gantry/ LUMS/ CCTV/ F	20	20-Jul-23	11-Aug-23	117																
<b>OB C'way M&amp;E, XP18 - XP16, 232m</b>		<b>201</b>	<b>05-Jan-23</b>	<b>12-Sep-23</b>	<b>110</b>																
500-OBCW-1210	OB C'way XP18 - XP16 - Install Fixings & Ferrules (MEI First Fix)	20	05-Jan-23	31-Jan-23	220																
500-OBCW-1250	OB C'way XP18 - XP16 - Install Pipe hangers (MEI First Fix)	20	05-Jan-23	31-Jan-23	220																
500-OBCW-1280	OB C'way XP18 - XP16 - Install Deluge pipes/Risers (Risers)/Risers	20	01-Feb-23	23-Feb-23	221																
<b>MEI Installation</b>		<b>53</b>	<b>13-Jul-23</b>	<b>12-Sep-23</b>	<b>110</b>																
500-OBCW-1260	OB C'way XP18 - XP16 - Install Smoke dampers (MEI Final Installa	20	13-Jul-23	04-Aug-23	112																
500-OBCW-0003	(WBS) OB C'way - XP18 - XP16	53	13-Jul-23	12-Sep-23	110																
500-OBCW-1290	OB C'way XP18 - XP16 - Install Hydrants on barriers (MEI Final Inst	20	20-Jul-23	11-Aug-23	112																
500-OBCW-1310	OB C'way XP18 - XP16 - Install Cable & Cable Ladder and Conduit	20	27-Jul-23	18-Aug-23	112																
500-OBCW-1300	OB C'way XP18 - XP16 - Install Elec panels on barriers (MEI Final I	20	05-Aug-23	28-Aug-23	110																
500-OBCW-1340	OB C'way XP18 - XP16 - Install Lighting modules (Lighting & Featu	20	14-Aug-23	05-Sep-23	109																
500-OBCW-1350	OB C'way XP18 - XP16 - Install Traffic sign gantry/ LUMS/ CCTV/ F	20	21-Aug-23	12-Sep-23	110																
<b>OB C'way M&amp;E, XP16 - XP14 - 230m</b>		<b>210</b>	<b>01-Feb-23</b>	<b>18-Oct-23</b>	<b>101</b>																
500-OBCW-1320	OB C'way XP16 - XP14 - Install Fixings & Ferrules (MEI First Fix)	20	01-Feb-23	23-Feb-23	220																
500-OBCW-1360	OB C'way XP16 - XP14 - Install Pipe hangers (MEI First Fix)	20	01-Feb-23	23-Feb-23	220																
500-OBCW-1390	OB C'way XP16 - XP14 - Install Deluge pipes/Risers (Risers)	20	24-Feb-23	21-Mar-23	221																
<b>MEI Installation</b>		<b>50</b>	<b>19-Aug-23</b>	<b>18-Oct-23</b>	<b>101</b>																

Actual Work Remaining Work Critical Remaining Work  
 Remaining Work Milestone

WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
500-OBCW-1370	OB C'way XP16 - XP14 - Install Smoke dampers (MEI Final Installa	20	19-Aug-23	11-Sep-23	101																	
500-OBCW-0004	(WBS) OB C'way - XP16 - XP14	50	19-Aug-23	18-Oct-23	101																	
500-OBCW-1400	OB C'way XP16 - XP14 - Install Hydrants on barriers (MEI Final Inst	20	26-Aug-23	18-Sep-23	101																	
500-OBCW-1420	OB C'way XP16 - XP14 - Install Cable & Cable Ladder and conduit:	20	02-Sep-23	25-Sep-23	101																	
500-OBCW-1410	OB C'way XP16 - XP14 - Install Elec panels on barriers (MEI Final I	20	09-Sep-23	04-Oct-23	101																	
500-OBCW-1450	OB C'way XP16 - XP14 - Install Lighting modules (Lighting & Featu	20	16-Sep-23	11-Oct-23	101																	
500-OBCW-1460	OB C'way XP16 - XP14 - Install Traffic sign gantry/ LUMS/ CCTV/ F	20	23-Sep-23	18-Oct-23	101																	
<b>OB C'way M&amp;E , XP14 - XP11 - 359m [Excluding XP12/LPS]</b>		229	24-Feb-23	06-Dec-23	85																	
500-OBCW-1430	OB C'way XP14 - XP11 - Install Fixings & Ferrules (MEI First Fix)	23	24-Feb-23	24-Mar-23	220																	
500-OBCW-1470	OB C'way XP14 - XP11 - Install Pipe hangers (MEI First Fix)	23	24-Feb-23	24-Mar-23	220																	
500-OBCW-1500	OB C'way XP14 - XP11 - Install Deluge pipes/Risers (Risers)	23	25-Mar-23	28-Apr-23	220																	
<b>MEI Installation</b>		48	09-Oct-23	06-Dec-23	85																	
500-OBCW-1480	OB C'way XP14 - XP11 - Install Smoke dampers (MEI Final Installa	23	09-Oct-23	03-Nov-23	85																	
500-OBCW-0005	(WBS) OB C'way - XP14 - XP11	48	09-Oct-23	06-Dec-23	85																	
500-OBCW-1510	OB C'way XP14 - XP11 - Install Hydrants on barriers (MEI Final Inst	23	14-Oct-23	13-Nov-23	85																	
500-OBCW-1530	OB C'way XP14 - XP11 - Install Cable & Cable Ladder and conduit:	23	20-Oct-23	18-Nov-23	85																	
500-OBCW-1520	OB C'way XP14 - XP11 - Install Elec panels on barriers (MEI Final Ii	23	26-Oct-23	24-Nov-23	85																	
500-OBCW-1560	OB C'way XP14 - XP11 - Install Lighting modules (Lighting & Featu	23	01-Nov-23	30-Nov-23	85																	
500-OBCW-1570	OB C'way XP14 - XP11 - Install Traffic sign gantry/ LUMS/ CCTV/ F	23	10-Nov-23	06-Dec-23	85																	
<b>OB C'way M&amp;E , XP11 - XP8 - 359m</b>		236	25-Mar-23	23-Jan-24	78																	
500-OBCW-1670	OB C'way XP11 - XP08 - Install Fixings & Ferrules (MEI First Fix)	23	25-Mar-23	28-Apr-23	222																	
500-OBCW-1710	OB C'way XP11 - XP08 - Install Pipe hangers (MEI First Fix)	23	25-Mar-23	28-Apr-23	222																	
500-OBCW-1750	OB C'way XP11 - XP08 - Install Deluge pipes/Risers (Risers)	23	29-Apr-23	25-May-23	222																	
<b>MEI Installation</b>		46	18-Nov-23	23-Jan-24	78																	
500-OBCW-1720	OB C'way XP11 - XP08 - Install Smoke dampers (MEI Final Installa	23	18-Nov-23	14-Dec-23	78																	
500-OBCW-0006	(WBS) OB C'way - XP11 - XP8	46	18-Nov-23	23-Jan-24	78																	
500-OBCW-1760	OB C'way XP11 - XP08 - Install Hydrants on barriers (MEI Final Inst	23	24-Nov-23	20-Dec-23	78																	
500-OBCW-1850	OB C'way XP11 - XP08 - Install Cable & Cable Ladder and conduit:	23	30-Nov-23	08-Jan-24	78																	
500-OBCW-1810	OB C'way XP11 - XP08 - Install Elec panels on barriers (MEI Final Ii	23	06-Dec-23	13-Jan-24	78																	
500-OBCW-1900	OB C'way XP11 - XP08 - Install Lighting modules (Lighting & Featu	23	11-Dec-23	18-Jan-24	78																	
500-OBCW-1910	OB C'way XP11 - XP08 - Install Traffic sign gantry/ LUMS/ CCTV/ F	23	15-Dec-23	23-Jan-24	78																	
<b>OB C'way M&amp;E , XP8 - XP6 - 231m</b>		234	29-Apr-23	19-Feb-24	77																	
500-OBCW-2440	OB C'way XP08 - XP06 - Install Fixings & Ferrules (MEI First Fix)	20	29-Apr-23	22-May-23	226																	
500-OBCW-2430	OB C'way XP08 - XP06 - Install Pipe hangers (MEI First Fix)	20	29-Apr-23	22-May-23	226																	
500-OBCW-2410	OB C'way XP08 - XP06 - Install Deluge pipes/Risers (Risers)	20	26-May-23	20-Jun-23	223																	
<b>MEI Installation</b>		35	08-Jan-24	19-Feb-24	77																	
500-OBCW-2420	OB C'way XP08 - XP06 - Install Smoke dampers (MEI Final Installa	20	08-Jan-24	01-Feb-24	77																	
500-OBCW-0007	(WBS) OB C'way - XP8 - XP6	35	08-Jan-24	19-Feb-24	77																	
500-OBCW-2370	OB C'way XP08 - XP06 - Install Hydrants on barriers (MEI Final Inst	20	11-Jan-24	05-Feb-24	77																	
500-OBCW-2380	OB C'way XP08 - XP06 - Install Cable & Cable Ladder and conduit:	20	15-Jan-24	08-Feb-24	77																	
500-OBCW-2360	OB C'way XP08 - XP06 - Install Elec panels on barriers (MEI Final I	20	18-Jan-24	12-Feb-24	77																	
500-OBCW-2400	OB C'way XP08 - XP06 - Install Lighting modules (Lighting & Featu	20	22-Jan-24	15-Feb-24	77																	
500-OBCW-2390	OB C'way XP08 - XP06 - Install Traffic sign gantry/ LUMS/ CCTV/ F	20	25-Jan-24	19-Feb-24	77																	
<b>OB C'way M&amp;E , XP6 - XP4 - 231m</b>		241	23-May-23	23-Mar-24	70																	
500-OBCW-2330	OB C'way XP06 - XP04 - Install Fixings & Ferrules (MEI First Fix)	20	23-May-23	16-Jun-23	226																	
500-OBCW-2320	OB C'way XP06 - XP04 - Install Pipe hangers (MEI First Fix)	20	23-May-23	16-Jun-23	226																	
500-OBCW-2300	OB C'way XP06 - XP04 - Install Deluge pipes/Risers (Risers)	20	21-Jun-23	13-Jul-23	223																	
<b>MEI Installation</b>		30	16-Feb-24	23-Mar-24	70																	

■ Actual Work
 ■ Critical Remaining Work
 ■ Remaining Work
 ◆ Milestone

TASK filter: WBS Constraint.







Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
TN-TU-OBT-7310	OB Carriageway M&E Fitout (Slow-side barrier) - Nth Portal - XP8 -	10	12-Sep-24	23-Sep-24	35																		
TN-TU-OBT-7315	OB Carriageway M&E Fitout (Slow-side barrier) - XP8 - EOU6 - 138;	9	24-Sep-24	05-Oct-24	35																		
TN-TU-OBT-7320	OB Carriageway M&E Fitout (Slow-side barrier) - EOU6 - Sth Portal	4	07-Oct-24	10-Oct-24	35																		
<b>OB Service Tunnel - Invert Section</b>		<b>580</b>	<b>08-Aug-22</b>	<b>19-Aug-24</b>	<b>32</b>																		
<b>OB Service Tunnel Zone O1 (510m)</b>		<b>387</b>	<b>08-Aug-22</b>	<b>11-Dec-23</b>	<b>2</b>																		
<b>Core/Drill Christmas Tree/Cable Support/Fire Main Support</b>		<b>66</b>	<b>08-Aug-22</b>	<b>25-Oct-22</b>	<b>266</b>																		
500-OBST-1000	Install Core/Drill Christmas Tree and Instal Fire Main Support Hbles	63	08-Aug-22	21-Oct-22	104																		
500-OBST-1020	Install Fire Main Supports	63	09-Aug-22	22-Oct-22	266																		
500-OBST-1010	Install Cable Supports (Christmas Tree)	63	09-Aug-22	22-Oct-22	104																		
500-OBST-1030	Install Cable Ladder/Trays (Bonding)	63	10-Aug-22	24-Oct-22	266																		
500-OBST-1040	Install Fire Main	63	11-Aug-22	25-Oct-22	266																		
<b>Intrazone Cabling O1</b>		<b>32</b>	<b>01-Nov-23</b>	<b>11-Dec-23</b>	<b>2</b>																		
500-OBST-0001	(WBS) Zone O1 Intrazone Cabling	32	01-Nov-23	11-Dec-23	2																		
500-OBST-1250	Install Temporary Work Platform Zone O1	3	01-Nov-23	03-Nov-23	2																		
500-OBST-1260	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O1	8	08-Nov-23	16-Nov-23	2																		
500-OBST-1270	Install LV Cable Hauling Zone O1	11	17-Nov-23	29-Nov-23	2																		
500-OBST-1280	Install Control Cable Hauling Zone O1	11	22-Nov-23	04-Dec-23	2																		
500-OBST-1290	Cable Testing & Terminations Zone O1	6	05-Dec-23	11-Dec-23	2																		
<b>OB Service Tunnel Zone O2 (505m)</b>		<b>364</b>	<b>22-Oct-22</b>	<b>10-Feb-24</b>	<b>2</b>																		
<b>Core/Drill Christmas Tree/Cable Support/Fire Main Support</b>		<b>66</b>	<b>22-Oct-22</b>	<b>21-Jan-23</b>	<b>266</b>																		
500-OBST-1050	Install Core/Drill Christmas Tree and Instal Fire Main Support Hbles	63	22-Oct-22	18-Jan-23	104																		
500-OBST-1060	Install Cable Supports (Christmas Tree)	63	24-Oct-22	19-Jan-23	104																		
500-OBST-1070	Install Fire Main Supports	63	24-Oct-22	19-Jan-23	266																		
500-OBST-1080	Install Cable Ladder/Trays (Bonding)	63	25-Oct-22	20-Jan-23	266																		
500-OBST-1090	Install Fire Main	63	26-Oct-22	21-Jan-23	266																		
<b>Intrazone Cabling O2</b>		<b>34</b>	<b>19-Dec-23</b>	<b>10-Feb-24</b>	<b>2</b>																		
500-OBST-1350	Install Temporary Work Platform Zone O2	3	19-Dec-23	21-Dec-23	2																		
500-OBST-0002	(WBS) Zone O2 Intrazone Cabling	34	19-Dec-23	10-Feb-24	2																		
500-OBST-1360	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O2	8	03-Jan-24	12-Jan-24	2																		
500-OBST-1370	Install LV Cable Hauling Zone O2	11	13-Jan-24	25-Jan-24	2																		
500-OBST-1380	Install Control Cable Hauling Zone O2	11	20-Jan-24	03-Feb-24	2																		
500-OBST-1390	Cable Testing & Terminations Zone O2	6	05-Feb-24	10-Feb-24	2																		
<b>OB Service Tunnel Zone O3 (585m)</b>		<b>417</b>	<b>19-Jan-23</b>	<b>06-Jul-24</b>	<b>2</b>																		
<b>Core/Drill Christmas Tree/Cable Support/Fire Main Support</b>		<b>76</b>	<b>19-Jan-23</b>	<b>01-May-23</b>	<b>325</b>																		
500-OBST-1100	Install Core/Drill Christmas Tree and Instal Fire Main Support Hbles	73	19-Jan-23	27-Apr-23	104																		
500-OBST-1110	Install Cable Supports (Christmas Tree)	73	20-Jan-23	28-Apr-23	104																		
500-OBST-1120	Install Fire Main Supports	73	20-Jan-23	28-Apr-23	325																		
500-OBST-1130	Install Cable Ladder/Trays (Bonding)	73	21-Jan-23	29-Apr-23	325																		
500-OBST-1140	Install Fire Main	73	23-Jan-23	01-May-23	325																		
<b>Intrazone Cabling O3a</b>		<b>18</b>	<b>17-Jun-24</b>	<b>06-Jul-24</b>	<b>2</b>																		
500-OBST-1910	Install Temporary Work Platform Zone O3a	2	17-Jun-24	18-Jun-24	2																		
500-OBST-0003	(WBS) Zone O3a Intrazone Cabling	18	17-Jun-24	06-Jul-24	2																		
500-OBST-1950	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O3a	3	19-Jun-24	21-Jun-24	2																		
500-OBST-1970	Install LV Cable Hauling Zone O3a	6	22-Jun-24	28-Jun-24	2																		
500-OBST-2000	Install Control Cable Hauling Zone O3a	6	27-Jun-24	03-Jul-24	2																		
500-OBST-2020	Cable Testing & Terminations Zone O3a	3	04-Jul-24	06-Jul-24	2																		
<b>Intrazone Cabling O3b</b>		<b>18</b>	<b>16-Feb-24</b>	<b>07-Mar-24</b>	<b>2</b>																		
500-OBST-1490	Install Temporary Work Platform Zone O3b	2	16-Feb-24	17-Feb-24	2																		

█ Actual Work     █ Critical Remaining Work  
█ Remaining Work     ◆ Milestone



### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025						
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
500-OBST-004	(WBS) Zone O3b Intrazone Cabling	18	16-Feb-24	07-Mar-24	2																			
500-OBST-1510	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O3b	3	19-Feb-24	21-Feb-24	2																			
500-OBST-1520	Install LV Cable Hauling Zone O3b	6	22-Feb-24	28-Feb-24	2																			
500-OBST-1530	Install Control Cable Hauling Zone O3b	6	27-Feb-24	04-Mar-24	2																			
500-OBST-1540	Cable Testing & Terminations Zone O3b	3	05-Mar-24	07-Mar-24	2																			
<b>OB Service Tunnel Zone O4 (515m)</b>		<b>288</b>	<b>28-Apr-23</b>	<b>30-Apr-24</b>	<b>2</b>																			
<b>Core/Drill Christmas Tree/Cable Support/Fire Main Support</b>		<b>67</b>	<b>28-Apr-23</b>	<b>17-Jul-23</b>	<b>189</b>																			
500-OBST-1150	Install Core/Drill Christmas Tree and Instal Fire Main Support Hbles	64	28-Apr-23	13-Jul-23	104																			
500-OBST-1160	Install Cable Supports (Christmas Tree)	64	29-Apr-23	14-Jul-23	104																			
500-OBST-1170	Install Fire Main Supports	64	29-Apr-23	14-Jul-23	104																			
500-OBST-1180	Install Cable Ladder/Trays (Bonding)	64	01-May-23	15-Jul-23	189																			
500-OBST-1190	Install Fire Main	64	02-May-23	17-Jul-23	189																			
<b>Intrazone Cabling O4</b>		<b>34</b>	<b>15-Mar-24</b>	<b>30-Apr-24</b>	<b>2</b>																			
500-OBST-1550	Install Temporary Work Platform Zone O4	3	15-Mar-24	18-Mar-24	2																			
500-OBST-0005	(WBS) Zone O4 Intrazone Cabling	34	15-Mar-24	30-Apr-24	2																			
500-OBST-1560	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O4	8	19-Mar-24	27-Mar-24	2																			
500-OBST-1570	Install LV Cable Hauling Zone O4	11	28-Mar-24	12-Apr-24	2																			
500-OBST-1580	Install Control Cable Hauling Zone O4	11	08-Apr-24	19-Apr-24	2																			
500-OBST-1590	Cable Testing & Terminations Zone O4	6	20-Apr-24	30-Apr-24	2																			
<b>OB Service Tunnel Zone O5 (445m)</b>		<b>262</b>	<b>14-Jul-23</b>	<b>15-Jun-24</b>	<b>2</b>																			
<b>Core/Drill Christmas Tree/Cable Support/Fire Main Support</b>		<b>58</b>	<b>14-Jul-23</b>	<b>19-Sep-23</b>	<b>172</b>																			
500-OBST-1200	Install Core/Drill Christmas Tree and Instal Fire Main Support Hbles	55	14-Jul-23	15-Sep-23	104																			
500-OBST-1210	Install Cable Supports (Christmas Tree)	55	15-Jul-23	16-Sep-23	104																			
500-OBST-1220	Install Fire Main Supports	55	15-Jul-23	16-Sep-23	104																			
500-OBST-1230	Install Cable Ladder/Trays (Bonding)	55	17-Jul-23	18-Sep-23	172																			
500-OBST-1240	Install Fire Main	55	18-Jul-23	19-Sep-23	172																			
<b>Intrazone Cabling O5</b>		<b>34</b>	<b>06-May-24</b>	<b>15-Jun-24</b>	<b>2</b>																			
500-OBST-1650	Install Temporary Work Platform Zone O5	3	06-May-24	08-May-24	2																			
500-OBST-0006	(WBS) Zone O5 Intrazone Cabling	34	06-May-24	15-Jun-24	2																			
500-OBST-1670	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O5	8	09-May-24	17-May-24	2																			
500-OBST-1720	Install LV Cable Hauling Zone O5	11	18-May-24	30-May-24	2																			
500-OBST-1730	Install Control Cable Hauling Zone O5	11	25-May-24	06-Jun-24	2																			
500-OBST-1740	Cable Testing & Terminations Zone O5	6	07-Jun-24	15-Jun-24	2																			
<b>OB Service Tunnel Zone O6 (640m)</b>		<b>254</b>	<b>16-Sep-23</b>	<b>09-Aug-24</b>	<b>36</b>																			
<b>Core/Drill Christmas Tree/Cable Support/Fire Main Support</b>		<b>82</b>	<b>16-Sep-23</b>	<b>08-Jan-24</b>	<b>104</b>																			
500-OBST-1440	Install Core/Drill Christmas Tree and Instal Fire Main Support Hbles	79	16-Sep-23	03-Jan-24	104																			
500-OBST-1450	Install Cable Supports (Christmas Tree)	79	18-Sep-23	04-Jan-24	104																			
500-OBST-1460	Install Fire Main Supports	79	18-Sep-23	04-Jan-24	104																			
500-OBST-1480	Install Cable Ladder/Trays (Bonding)	79	19-Sep-23	05-Jan-24	104																			
500-OBST-1500	Install Fire Main	79	20-Sep-23	08-Jan-24	104																			
<b>Intrazone Cabling O6</b>		<b>29</b>	<b>08-Jul-24</b>	<b>09-Aug-24</b>	<b>36</b>																			
500-OBST-1830	Install Temporary Work Platform Zone O6	3	08-Jul-24	10-Jul-24	2																			
500-OBST-0007	(WBS) Zone O6 Intrazone Cabling	29	08-Jul-24	09-Aug-24	36																			
500-OBST-1850	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O6	8	11-Jul-24	19-Jul-24	2																			
500-OBST-1860	Install LV Cable Hauling Zone O6	9	20-Jul-24	30-Jul-24	2																			
500-OBST-1890	Install Control Cable Hauling Zone O6	8	27-Jul-24	05-Aug-24	2																			
500-OBST-1900	Cable Testing & Terminations Zone O6	4	06-Aug-24	09-Aug-24	36																			
<b>OB Service Tunnel Zone O7 (440m)</b>		<b>183</b>	<b>04-Jan-24</b>	<b>19-Aug-24</b>	<b>32</b>																			

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone

WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025								
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
<b>Core/Drill Christmas Tree/Cable Support/Fire Main Support</b>		<b>57</b>	<b>04-Jan-24</b>	<b>15-Mar-24</b>	<b>104</b>																					
500-OBST-1660	Install Core/Drill Christmas Tree and Instal Fire Main Support Hbles	54	04-Jan-24	12-Mar-24	104																					
500-OBST-1690	Install Fire Main Supports	54	05-Jan-24	13-Mar-24	104																					
500-OBST-1680	Install Cable Supports (Christmas Tree)	54	05-Jan-24	13-Mar-24	104																					
500-OBST-1700	Install Cable Ladder/Trays (Bonding)	54	08-Jan-24	14-Mar-24	104																					
500-OBST-1710	Install Fire Main	54	09-Jan-24	15-Mar-24	104																					
<b>Intrazone Cabling O7</b>		<b>34</b>	<b>11-Jul-24</b>	<b>19-Aug-24</b>	<b>32</b>																					
500-OBST-0008	(WBS) Zone O7 Intrazone Cabling	34	11-Jul-24	19-Aug-24	32																					
500-OBST-2090	Install Temporary Work Platform O7	2	11-Jul-24	12-Jul-24	12																					
500-OBST-2100	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone O7	6	20-Jul-24	26-Jul-24	6																					
500-OBST-2110	Install LV Cable Hauling Zone O7	8	31-Jul-24	08-Aug-24	3																					
500-OBST-2120	Install Control Cable Hauling Zone O7	8	06-Aug-24	14-Aug-24	2																					
500-OBST-2130	Cable Testing & Terminations Zone O7	4	15-Aug-24	19-Aug-24	32																					
<b>OB Service Tunnel HV &amp; Fibre Backbone Cable Route</b>		<b>113</b>	<b>19-Mar-24</b>	<b>06-Aug-24</b>	<b>39</b>																					
500-OBST-1750	OB/ST NP Sub to Plant 2B - HV Cable Pulling - Supply "B"	8	19-Mar-24	27-Mar-24	37																					
500-OBST-1780	Cable Hauling of Balance of Intrazone Cabling (cables longer than	13	19-Mar-24	05-Apr-24	93																					
500-OBST-1870	Fibre Optic BB Cable Cable Hauling & Terminate - NP to 1B	31	19-Mar-24	30-Apr-24	44																					
500-OBST-1800	OB/ST NP Sub to Plant 2B - HV Cable Testing - Supply "B"	11	28-Mar-24	12-Apr-24	37																					
500-OBST-1840	OB/ST Plant 2B to Plant 1B - HV Cable Pulling - Supply "B"	8	13-Apr-24	22-Apr-24	37																					
500-OBST-1880	OB/ST Plant 2B to Plant 1B - HV Cable Testing - Supply "B"	11	23-Apr-24	08-May-24	37																					
500-OBST-1940	OB/ST Plant 1B to SP Sub - HV Cable Pulling - Supply "B"	24	01-Jul-24	27-Jul-24	39																					
500-OBST-1930	Fibre Optic BB Cable Cable Hauling & Terminate - 1B to OSP Cable	20	09-Jul-24	31-Jul-24	38																					
500-OBST-1990	OB/ST Plant 1B to SP Sub - HV Cable Testing - Supply "B"	8	29-Jul-24	06-Aug-24	39																					
<b>Outbound Tunnel Transformer Kiosk - Plant 1B &amp; 2B</b>		<b>39</b>	<b>09-May-24</b>	<b>25-Jun-24</b>	<b>79</b>																					
500-OBTE-1000	OB Tunnel Substation HV Installation - HV-2B	9	09-May-24	18-May-24	37																					
500-OBTE-1020	OB Tunnel Substation Equipt Testing & Terminations - HV-2B	16	20-May-24	06-Jun-24	79																					
500-OBTE-1010	OB Tunnel Substation HV Installation - HV-1B	9	20-May-24	29-May-24	37																					
500-OBTE-1030	OB Tunnel Substation Equipt Testing & Terminations - HV-1B	14	07-Jun-24	25-Jun-24	79																					
500-OBTE-1040	Outbound Tunnel Substations Completion	0		25-Jun-24	79																					
<b>Outbound Tunnel Equipment Installation</b>		<b>77</b>	<b>26-Jun-24</b>	<b>23-Sep-24</b>	<b>2</b>																					
500-OBTE-1060	Install Electrical Equipment (GDBs UDBs ITS cabinets MCC SB)	43	26-Jun-24	14-Aug-24	16																					
500-OBTE-1050	Install Deluge Manifold Skids (incl of Control Panel)	38	02-Jul-24	14-Aug-24	16																					
500-OBTE-1080	Install Non-Roadway Tunnel Lighting	20	23-Jul-24	14-Aug-24	2																					
500-OBTE-1070	Install Cable Trays Final Connection to Boards	20	23-Jul-24	14-Aug-24	2																					
500-OBTE-1130	Install Cable Testing & Termination (Field /Source) - OB Service Tun	50	27-Jul-24	23-Sep-24	2																					
500-OBTE-1120	Install Deluge Make-up Pieces (BRD)	20	15-Aug-24	06-Sep-24	16																					
500-OBTE-1110	Install CCTV System	20	15-Aug-24	06-Sep-24	16																					
500-OBTE-1100	Install PA System	20	15-Aug-24	06-Sep-24	16																					
500-OBTE-1090	Install Earthing (BRD)	15	21-Aug-24	06-Sep-24	16																					
<b>Inbound Tunnel</b>		<b>530</b>	<b>15-Oct-22</b>	<b>27-Aug-24</b>	<b>49</b>																					
<b>IB Main Carriageway</b>		<b>460</b>	<b>20-Jan-23</b>	<b>27-Aug-24</b>	<b>49</b>																					
<b>IB C'way M&amp;E , Nth Portal - XP20, 222m</b>		<b>121</b>	<b>20-Jan-23</b>	<b>26-Jun-23</b>	<b>204</b>																					
500-IBCW-1010	IB C'way - Nth Portal - XP20 Install Fixings & Ferrules (MEI First Fix)	20	20-Jan-23	15-Feb-23	222																					
500-IBCW-1030	IB C'way - Nth Portal - XP20 Install Pipe hangers (MEI First Fix)	20	20-Jan-23	15-Feb-23	222																					
500-IBCW-1000	Shared Access from TU Civil Fitout - Nth Portal - XP20 - 222m	0	20-Jan-23		222																					
500-IBCW-1050	IB C'way - Nth Portal - XP20 Install Deluge pipes/Risers (Risers) (Me	20	17-Feb-23	14-Mar-23	227																					
<b>MEI Installation</b>		<b>50</b>	<b>27-Apr-23</b>	<b>26-Jun-23</b>	<b>204</b>																					
500-IBCW-1040	IB C'way - Nth Portal - XP20 Install Smoke dampers (MEI Final Inst	20	27-Apr-23	19-May-23	197																					

Actual Work Remaining Work Critical Remaining Work Milestone

TASK filter: WBS Constraint.



WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
500-IBCW-0001	(WBS) IB C'way - Nth Portal - XP20	50	27-Apr-23	26-Jun-23	204																		
500-IBCW-1060	IB C'way - Nth Portal - XP20 Install Hydrants on barriers (MEI Final	20	04-May-23	26-May-23	197																		
500-IBCW-1090	IB C'way - Nth Portal - XP20 Install Cable & Cable Ladder and conc	20	11-May-23	02-Jun-23	197																		
500-IBCW-1080	IB C'way - Nth Portal - XP20 - Install Elec panels on barriers (MEI Fi	20	18-May-23	09-Jun-23	197																		
500-IBCW-1120	IB C'way - Nth Portal - XP20 Install Lighting modules (Lighting & Fe	20	25-May-23	19-Jun-23	197																		
500-IBCW-1130	IB C'way - Nth Portal - XP20 Install Traffic sign gantry/ LUMS/ CCTV	20	01-Jun-23	26-Jun-23	204																		
<b>IB C'way M&amp;E , XP20 - XP18 - 232m</b>		<b>121</b>	<b>16-Feb-23</b>	<b>19-Jul-23</b>	<b>204</b>																		
500-IBCW-1100	IB C'way XP20 - XP18 - Install Fixings & Ferrules (MEI First Fix)	20	16-Feb-23	10-Mar-23	222																		
500-IBCW-1140	IB C'way XP20 - XP18 - Install Pipe hangers (MEI First Fix)	20	16-Feb-23	10-Mar-23	222																		
500-IBCW-1170	IB C'way XP20 - XP18 - Install Deluge pipes/Risers (Risers)	20	14-Mar-23	05-Apr-23	225																		
<b>MEI Installation</b>		<b>44</b>	<b>27-May-23</b>	<b>19-Jul-23</b>	<b>204</b>																		
500-IBCW-1180	IB C'way XP20 - XP18 - Install Hydrants on barriers (MEI Final Inst	20	27-May-23	21-Jun-23	197																		
500-IBCW-0002	(WBS) IB C'way - XP20 - XP18	44	27-May-23	19-Jul-23	204																		
500-IBCW-1150	IB C'way XP20 - XP18 - Install Smoke dampers (MEI Final Installati	20	03-Jun-23	28-Jun-23	185																		
500-IBCW-1220	IB C'way XP20 - XP18 - Install Cable & Cable Ladder and conduits	20	03-Jun-23	28-Jun-23	197																		
500-IBCW-1190	IB C'way XP20 - XP18 - Install Elec panels on barriers (MEI Final In	20	13-Jun-23	05-Jul-23	197																		
500-IBCW-1250	IB C'way XP20 - XP18 - Install Lighting modules (Lighting & Featur	20	20-Jun-23	12-Jul-23	197																		
500-IBCW-1260	IB C'way XP20 - XP18 - Install Traffic sign gantry/ LUMS/ CCTV/ FC	20	27-Jun-23	19-Jul-23	204																		
<b>IB C'way M&amp;E , XP18 - XP16 - 231m</b>		<b>145</b>	<b>14-Mar-23</b>	<b>08-Sep-23</b>	<b>180</b>																		
500-IBCW-1230	IB C'way XP18 - XP16 - Install Fixings & Ferrules (MEI First Fix)	20	14-Mar-23	05-Apr-23	222																		
500-IBCW-1270	IB C'way XP18 - XP16 - Install Pipe hangers (MEI First Fix)	20	14-Mar-23	05-Apr-23	222																		
500-IBCW-1310	IB C'way XP18 - XP16 - Install Deluge pipes/Risers (Risers)	20	06-Apr-23	06-May-23	225																		
<b>MEI Installation</b>		<b>50</b>	<b>13-Jul-23</b>	<b>08-Sep-23</b>	<b>180</b>																		
500-IBCW-1280	IB C'way XP18 - XP16 - Install Smoke dampers (MEI Final Installati	20	13-Jul-23	04-Aug-23	173																		
500-IBCW-0003	(WBS) IB C'way - XP18 - XP16	50	13-Jul-23	08-Sep-23	180																		
500-IBCW-1320	IB C'way XP18 - XP16 - Install Hydrants on barriers (MEI Final Inst	20	20-Jul-23	11-Aug-23	173																		
500-IBCW-1350	IB C'way XP18 - XP16 - Install Cable & Cable Ladder and conduits	20	27-Jul-23	18-Aug-23	173																		
500-IBCW-1340	IB C'way XP18 - XP16 - Install Elec panels on barriers (MEI Final In	20	03-Aug-23	25-Aug-23	173																		
500-IBCW-1380	IB C'way XP18 - XP16 - Install Lighting modules (Lighting & Featur	20	10-Aug-23	01-Sep-23	173																		
500-IBCW-1390	IB C'way XP18 - XP16 - Install Traffic sign gantry/ LUMS/ CCTV/ FC	20	17-Aug-23	08-Sep-23	180																		
<b>IB C'way M&amp;E , XP16 - XP14 - 231m</b>		<b>145</b>	<b>06-Apr-23</b>	<b>04-Oct-23</b>	<b>180</b>																		
500-IBCW-1360	IB C'way XP16 - XP14 - Install Fixings & Ferrules (MEI First Fix)	20	06-Apr-23	06-May-23	222																		
500-IBCW-1410	IB C'way XP16 - XP14 - Install Pipe hangers (MEI First Fix)	20	06-Apr-23	06-May-23	222																		
500-IBCW-1450	IB C'way XP16 - XP14 - Install Deluge pipes/Risers (Risers)	20	08-May-23	30-May-23	225																		
<b>MEI Installation</b>		<b>50</b>	<b>05-Aug-23</b>	<b>04-Oct-23</b>	<b>180</b>																		
500-IBCW-1420	IB C'way XP16 - XP14 - Install Smoke dampers (MEI Final Installati	20	05-Aug-23	28-Aug-23	173																		
500-IBCW-0004	(WBS) IB C'way - XP16 - XP14	50	05-Aug-23	04-Oct-23	180																		
500-IBCW-1460	IB C'way XP16 - XP14 - Install Hydrants on barriers (MEI Final Inst	20	12-Aug-23	04-Sep-23	173																		
500-IBCW-1490	IB C'way XP16 - XP14 - Install Cable & Cable Ladder and conduits	20	19-Aug-23	11-Sep-23	173																		
500-IBCW-1470	IB C'way XP16 - XP14 - Install Elec panels on barriers (MEI Final In	20	26-Aug-23	18-Sep-23	173																		
500-IBCW-1520	IB C'way XP14 - XP14 - Install Lighting modules (Lighting & Featur	20	02-Sep-23	25-Sep-23	173																		
500-IBCW-1530	IB C'way XP16 - XP14 - Install Traffic sign gantry/ LUMS/ CCTV/ FC	20	09-Sep-23	04-Oct-23	180																		
<b>IB C'way M&amp;E , XP14 - XP11 - 229m [Excluding XP12/LPS]</b>		<b>181</b>	<b>08-May-23</b>	<b>12-Dec-23</b>	<b>147</b>																		
500-IBCW-1500	IB C'way XP14 - XP11 - Install Fixings & Ferrules (MEI First Fix)	23	08-May-23	02-Jun-23	222																		
500-IBCW-1540	IB C'way XP14 - XP11 - Install Pipe hangers (MEI First Fix)	23	08-May-23	02-Jun-23	222																		
500-IBCW-1600	IB C'way XP14 - XP11 - Install Deluge pipes/Risers (Risers)	23	03-Jun-23	01-Jul-23	222																		
<b>MEI Installation</b>		<b>53</b>	<b>09-Oct-23</b>	<b>12-Dec-23</b>	<b>147</b>																		
500-IBCW-1550	IB C'way XP14 - XP11 - Install Smoke dampers (MEI Final Installati	23	09-Oct-23	03-Nov-23	140																		

Actual Work Remaining Work Critical Remaining Work Milestone

WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
500-IBCW-0005	(WBS) IB C'way - XP14 - XP11	53	09-Oct-23	12-Dec-23	147																				
500-IBCW-1610	IB C'way XP14 - XP11 - Install Hydrants on barriers (MEI Final Insta	23	16-Oct-23	14-Nov-23	140																				
500-IBCW-1650	IB C'way XP14 - XP11 - Install Cable & Cable Ladder and conduits	23	23-Oct-23	21-Nov-23	140																				
500-IBCW-1620	IB C'way XP14 - XP11 - Install Elec panels on barriers (MEI Final In	23	30-Oct-23	28-Nov-23	140																				
500-IBCW-1680	IB C'way XP14 - XP11 - Install Lighting modules (Lighting & Featur	23	09-Nov-23	05-Dec-23	140																				
500-IBCW-1690	IB C'way XP14 - XP11 - Install Traffic sign gantry/ LUMS/ CCTV/ FO	23	16-Nov-23	12-Dec-23	147																				
<b>IB C'way M&amp;E , XP11 - XP08 - 229m</b>		<b>190</b>	<b>03-Jun-23</b>	<b>02-Feb-24</b>	<b>138</b>																				
500-IBCW-2410	IB C'way - XP11 - XP08 Install Fixings & Ferrules (MEI First Fix)	23	03-Jun-23	01-Jul-23	222																				
500-IBCW-2400	IB C'way - XP11 - XP08 Install Pipe hangers (MEI First Fix)	23	03-Jun-23	01-Jul-23	222																				
500-IBCW-2380	IB C'way - XP11 - XP08 Install Deluge pipes/Risers (Risers) (Make-u	23	03-Jul-23	28-Jul-23	222																				
<b>MEI Installation</b>		<b>53</b>	<b>18-Nov-23</b>	<b>02-Feb-24</b>	<b>138</b>																				
500-IBCW-2390	IB C'way - XP11 - XP08 Install Smoke dampers (MEI Final Installati	23	18-Nov-23	14-Dec-23	131																				
500-IBCW-0006	(WBS) IB C'way - XP11 - XP8	53	18-Nov-23	02-Feb-24	138																				
500-IBCW-2340	IB C'way - XP11 - XP08 Install Hydrants on barriers (MEI Final Insta	23	25-Nov-23	21-Dec-23	131																				
500-IBCW-2350	IB C'way - XP11 - XP08 Install Cable & Cable Ladder and conduits	23	02-Dec-23	10-Jan-24	131																				
500-IBCW-2320	IB C'way - XP11 - XP08 - Install Elec panels on barriers (MEI Final I	23	09-Dec-23	17-Jan-24	131																				
500-IBCW-2370	IB C'way - XP11 - XP08 Install Lighting modules (Lighting & Featur	23	16-Dec-23	24-Jan-24	131																				
500-IBCW-2360	IB C'way - XP11 - XP08 Install Traffic sign gantry/ LUMS/ CCTV/ FO	23	04-Jan-24	02-Feb-24	138																				
<b>IB C'way M&amp;E , XP8 - XP6 - 229m</b>		<b>196</b>	<b>03-Jul-23</b>	<b>07-Mar-24</b>	<b>129</b>																				
500-IBCW-2190	IB C'way XP08 - XP06 - Install Fixings & Ferrules (MEI First Fix)	20	03-Jul-23	25-Jul-23	228																				
500-IBCW-2180	IB C'way XP08 - XP06 - Install Pipe hangers (MEI First Fix)	20	03-Jul-23	25-Jul-23	228																				
500-IBCW-2160	IB C'way XP08 - XP06 - Install Deluge pipes/Risers (Risers)	20	29-Jul-23	21-Aug-23	225																				
<b>MEI Installation</b>		<b>50</b>	<b>08-Jan-24</b>	<b>07-Mar-24</b>	<b>129</b>																				
500-IBCW-2170	IB C'way XP08 - XP06 - Install Smoke dampers (MEI Final Installati	20	08-Jan-24	01-Feb-24	122																				
500-IBCW-0007	(WBS) IB C'way - XP8 - XP6	50	08-Jan-24	07-Mar-24	129																				
500-IBCW-2120	IB C'way XP08 - XP06 - Install Hydrants on barriers (MEI Final Insta	20	15-Jan-24	08-Feb-24	122																				
500-IBCW-2130	IB C'way XP08 - XP06 - Install Cable & Cable Ladder and conduits	20	22-Jan-24	15-Feb-24	122																				
500-IBCW-2110	IB C'way XP08 - XP06 - Install Elec panels on barriers (MEI Final In	20	31-Jan-24	22-Feb-24	122																				
500-IBCW-2150	IB C'way XP08 - XP06 - Install Lighting modules (Lighting & Featur	20	07-Feb-24	29-Feb-24	122																				
500-IBCW-2140	IB C'way XP08 - XP06 - Install Traffic sign gantry/ LUMS/ CCTV/ FC	20	14-Feb-24	07-Mar-24	129																				
<b>IB C'way M&amp;E , XP6 - XP4 - 229m</b>		<b>208</b>	<b>26-Jul-23</b>	<b>19-Apr-24</b>	<b>117</b>																				
500-IBCW-2080	IB C'way XP06 - XP04 - Install Fixings & Ferrules (MEI First Fix)	20	26-Jul-23	17-Aug-23	228																				
500-IBCW-2070	IB C'way XP06 - XP04 - Install Pipe hangers (MEI First Fix)	20	26-Jul-23	17-Aug-23	228																				
500-IBCW-2050	IB C'way XP06 - XP04 - Install Deluge pipes/Risers (Risers)	20	22-Aug-23	13-Sep-23	225																				
<b>MEI Installation</b>		<b>50</b>	<b>16-Feb-24</b>	<b>19-Apr-24</b>	<b>117</b>																				
500-IBCW-2060	IB C'way XP06 - XP04 - Install Smoke dampers (MEI Final Installati	20	16-Feb-24	12-Mar-24	110																				
500-IBCW-0008	(WBS) IB C'way - XP6 - XP4	50	16-Feb-24	19-Apr-24	117																				
500-IBCW-2010	IB C'way XP06 - XP04 - Install Hydrants on barriers (MEI Final Insta	20	23-Feb-24	19-Mar-24	110																				
500-IBCW-2020	IB C'way XP06 - XP04 - Install Cable & Cable Ladder and conduits	20	01-Mar-24	26-Mar-24	110																				
500-IBCW-2000	IB C'way XP06 - XP04 - Install Elec panels on barriers (MEI Final In	20	08-Mar-24	05-Apr-24	110																				
500-IBCW-2040	IB C'way XP06 - XP04 - Install Lighting modules (Lighting & Featur	20	18-Mar-24	12-Apr-24	110																				
500-IBCW-2030	IB C'way XP06 - XP04 - Install Traffic sign gantry/ LUMS/ CCTV/ FC	20	25-Mar-24	19-Apr-24	117																				
<b>IB C'way M&amp;E , XP4 - XP2 - 228m</b>		<b>209</b>	<b>18-Aug-23</b>	<b>17-May-24</b>	<b>114</b>																				
500-IBCW-1970	IB C'way XP04 - XP02 - Install Fixings & Ferrules (MEI First Fix)	20	18-Aug-23	09-Sep-23	228																				
500-IBCW-1960	IB C'way XP04 - XP02 - Install Pipe hangers (MEI First Fix)	20	18-Aug-23	09-Sep-23	228																				
500-IBCW-1940	IB C'way XP04 - XP02 - Install Deluge pipes/Risers (Risers)	20	14-Sep-23	09-Oct-23	225																				
<b>MEI Installation</b>		<b>48</b>	<b>16-Mar-24</b>	<b>17-May-24</b>	<b>114</b>																				
500-IBCW-1950	IB C'way XP04 - XP02 - Install Smoke dampers (MEI Final Installati	20	16-Mar-24	11-Apr-24	107																				

Actual Work Remaining Work Critical Remaining Work Milestone

WGTP Reset Program  
 Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
500-IBCW-0009	(WBS) IB C'way - XP4 - XP2	48	16-Mar-24	17-May-24	114																				
500-IBCW-1900	IB C'way XP04 - XP02 - Install Hydrants on barriers (MEI Final Inst)	20	23-Mar-24	18-Apr-24	107																				
500-IBCW-1910	IB C'way XP04 - XP02 - Install Cable & Cable Ladder and conduits	20	03-Apr-24	29-Apr-24	107																				
500-IBCW-1890	IB C'way XP04 - XP02 - Install Elec panels on barriers (MEI Final In	20	10-Apr-24	06-May-24	107																				
500-IBCW-1930	IB C'way XP04 - XP02 - Install Lighting modules (Lighting & Featur	20	17-Apr-24	13-May-24	107																				
500-IBCW-1920	IB C'way XP04 - XP02 - Install Traffic sign gantry/ LUMS/ CCTV/ FC	18	24-Apr-24	17-May-24	114																				
<b>IB C'way M&amp;E , XP2 - Sth Portal 62m</b>		<b>216</b>	<b>11-Sep-23</b>	<b>20-Jun-24</b>	<b>107</b>																				
500-IBCW-1580	IB C'way XP2 - SP - Install Fixings & Ferrules (MEI First Fix)	20	11-Sep-23	05-Oct-23	228																				
500-IBCW-1630	IB C'way XP2 - SP - Install Pipe hangers (MEI First Fix)	20	11-Sep-23	05-Oct-23	228																				
500-IBCW-1660	IB C'way XP2 - SP - Install Deluge pipes/Risers (Risers)	20	10-Oct-23	01-Nov-23	225																				
<b>MEI Installation</b>		<b>55</b>	<b>12-Apr-24</b>	<b>20-Jun-24</b>	<b>107</b>																				
500-IBCW-1640	IB C'way XP2 - SP - Install Smoke dampers (MEI Final Installation)	20	12-Apr-24	08-May-24	107																				
500-IBCW-0010	(WBS) IB C'way - XP2 - SP	55	12-Apr-24	20-Jun-24	107																				
500-IBCW-1670	IB C'way XP2 - SP - Install Hydrants on barriers (MEI Final Installati	20	19-Apr-24	15-May-24	107																				
500-IBCW-1710	IB C'way XP2 - SP - Install Cable & Cable Ladder and conduits (ME	19	30-Apr-24	21-May-24	107																				
500-IBCW-1700	IB C'way XP2 - SP - Install Elec panels on barriers (MEI Final Install	17	07-May-24	25-May-24	107																				
500-IBCW-1720	IB C'way XP2 - SP - Install Lighting modules (Lighting & Feature Li	16	14-May-24	31-May-24	107																				
500-IBCW-1730	IB C'way XP2 - SP - Install Traffic sign gantry/ LUMS/ CCTV/ FOC /	15	21-May-24	06-Jun-24	112																				
500-IBCW-1740	Final Testing & Cable termination - IBT Carriageway	15	01-Jun-24	20-Jun-24	107																				
<b>IB C'way M&amp;E Jet fans Installation</b>		<b>59</b>	<b>03-Jun-24</b>	<b>12-Aug-24</b>	<b>62</b>																				
500-IBCW-1200	Jet Fans Installation Zone I1 (6 No)	12	03-Jun-24	18-Jun-24	49																				
500-IBCW-0011	(WBS) IB C'way - M&E Jet Fans Installation	59	03-Jun-24	12-Aug-24	62																				
500-IBCW-1300	Jet Fans Installation Zone I2 (10 No)	20	19-Jun-24	11-Jul-24	49																				
500-IBCW-1210	Jet Fans Terminations Zone I1	3	19-Jun-24	21-Jun-24	97																				
500-IBCW-1400	Jet Fans Installation Zone I4 (4 No)	8	12-Jul-24	20-Jul-24	62																				
500-IBCW-1330	Jet Fans Terminations Zone I2	3	12-Jul-24	15-Jul-24	80																				
500-IBCW-1560	Jet Fans Installation Zone I5 (8 No)	16	22-Jul-24	08-Aug-24	62																				
500-IBCW-1430	Jet Fans Terminations Zone I4	3	22-Jul-24	24-Jul-24	75																				
500-IBCW-1570	Jet Fans Terminations Zone I5	3	09-Aug-24	12-Aug-24	62																				
<b>IB Tunnel Far-Side M&amp;E Fitout</b>		<b>53</b>	<b>27-Jun-24</b>	<b>27-Aug-24</b>	<b>49</b>																				
TN-TU-IBT-8155	IB Carriageway M&E Fitout (Slow-side barrier) - Nth Portal - XP8 - 11	10	27-Jun-24	08-Jul-24	87																				
TN-TU-IBT-8160	IB Carriageway M&E Fitout (Slow-side barrier) - XP8 - Sth Portal - 7.	5	09-Jul-24	13-Jul-24	87																				
500-IBCW-1590	IB C'way XP2 - SP - Install Fire detection system (MEI Final Installa	40	12-Jul-24	27-Aug-24	49																				
<b>IB Service Tunnel - Invert Section</b>		<b>460</b>	<b>15-Oct-22</b>	<b>04-Jun-24</b>	<b>79</b>																				
<b>IB Service Tunnel Zone I1 (515m)</b>		<b>237</b>	<b>15-Oct-22</b>	<b>18-Aug-23</b>	<b>66</b>																				
<b>Core/Drill Christmas Tree/Cable Support/Fire Main Support</b>		<b>66</b>	<b>15-Oct-22</b>	<b>14-Jan-23</b>	<b>184</b>																				
500-IBST-1000	Install Core/Drill Christmas Tree and Instal Fire Main Support Hbles	65	15-Oct-22	13-Jan-23	137																				
500-IBST-1010	Install Cable Supports (Christmas Tree)	64	17-Oct-22	13-Jan-23	141																				
500-IBST-1020	Install Fire Main Supports	64	17-Oct-22	13-Jan-23	141																				
500-IBST-1030	Install Cable Ladder/Trays (Bonding)	64	18-Oct-22	14-Jan-23	184																				
500-IBST-1040	Install Fire Main	64	18-Oct-22	14-Jan-23	184																				
<b>Intrazone Cabling I1</b>		<b>53</b>	<b>19-Jun-23</b>	<b>18-Aug-23</b>	<b>66</b>																				
500-IBST-1150	Install Temporary Work Platform Zone I1	6	19-Jun-23	24-Jun-23	66																				
500-IBST-0001	(WBS) Zone I1 Intrazone Cabling	53	19-Jun-23	18-Aug-23	66																				
500-IBST-1160	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone I1	16	26-Jun-23	13-Jul-23	66																				
500-IBST-1220	Install LV Cable Hauling Zone I1	17	14-Jul-23	02-Aug-23	66																				
500-IBST-1230	Install Control Cable Hauling Zone I1	17	21-Jul-23	09-Aug-23	66																				
500-IBST-1250	Cable Testing & Terminations Zone I1	8	10-Aug-23	18-Aug-23	66																				

Actual Work Remaining Work Critical Remaining Work Milestone





### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
500-IBST-1550	Cable Testing & Terminations Zone I4a	4	17-Jan-24	20-Jan-24	66																				
<b>Intrazone Cabling I4b</b>		<b>27</b>	<b>25-Jan-24</b>	<b>27-Feb-24</b>	<b>66</b>																				
500-IBST-1540	Install Temporary Work Platform Zone I4b	3	25-Jan-24	30-Jan-24	66																				
500-IBST-0006	(WBS) Zone I4B Intrazone Cabling	27	25-Jan-24	27-Feb-24	66																				
500-IBST-1560	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone I4b	7	31-Jan-24	07-Feb-24	66																				
500-IBST-1570	Install LV Cable Hauling Zone I4b	9	08-Feb-24	17-Feb-24	66																				
500-IBST-1580	Install Control Cable Hauling Zone I4b	9	13-Feb-24	22-Feb-24	66																				
500-IBST-1600	Cable Testing & Terminations Zone I4b	4	23-Feb-24	27-Feb-24	66																				
<b>IB Service Tunnel Zone I5 (380m)</b>		<b>205</b>	<b>09-Sep-23</b>	<b>04-Jun-24</b>	<b>79</b>																				
<b>Core/Drill Christmas Tree/Cable Support/Fire Main Support</b>		<b>48</b>	<b>09-Sep-23</b>	<b>09-Nov-23</b>	<b>174</b>																				
500-IBST-1330	Install Core/Drill Christmas Tree and Instal Fire Main Support Holes	47	09-Sep-23	08-Nov-23	174																				
500-IBST-1340	Install Cable Supports (Christmas Tree)	46	11-Sep-23	08-Nov-23	174																				
500-IBST-1350	Install Fire Main Supports	46	11-Sep-23	08-Nov-23	174																				
500-IBST-1360	Install Cable Ladder/Trays (Bonding)	46	12-Sep-23	09-Nov-23	174																				
500-IBST-1370	Install Fire Main	46	12-Sep-23	09-Nov-23	174																				
<b>Intrazone Cabling I5</b>		<b>49</b>	<b>05-Apr-24</b>	<b>04-Jun-24</b>	<b>79</b>																				
500-IBST-1770	Install Temporary Work Platform Zone I5	6	05-Apr-24	11-Apr-24	66																				
500-IBST-0007	(WBS) Zone I5 Intrazone Cabling	49	05-Apr-24	04-Jun-24	79																				
500-IBST-1790	Install Fire Hydrant & Deluge Pipes (Valve Skids) Zone I5	16	12-Apr-24	03-May-24	66																				
500-IBST-1800	Install LV Cable Hauling Zone I5	17	04-May-24	23-May-24	66																				
500-IBST-1810	Install Control Cable Hauling Zone I5	15	11-May-24	28-May-24	66																				
500-IBST-1820	Cable Testing & Terminations Zone I5	6	29-May-24	04-Jun-24	79																				
<b>IB Service Tunnel HV &amp; Fibre Backbone Cable Route</b>		<b>73</b>	<b>22-Feb-24</b>	<b>25-May-24</b>	<b>107</b>																				
500-IBST-1640	IB/ST NP Sub to Plant 2A - HV Cable Pulling - Supply "A"	8	22-Feb-24	01-Mar-24	69																				
500-IBST-1830	Cable Hauling & Termination of Balance of Intrazone Cabling (cable	13	22-Feb-24	07-Mar-24	147																				
500-IBST-1660	Fibre Optic BB Cable Cable Hauling & Terminate from NP to 1A	26	22-Feb-24	25-Mar-24	130																				
500-IBST-1670	IB/ST NP Sub to Plant 2A - HV Cable Testing - Supply "A"	11	02-Mar-24	16-Mar-24	69																				
500-IBST-1690	IB/ST Plant 2A to Plant 1A - HV Cable Pulling - Supply "A"	8	18-Mar-24	26-Mar-24	69																				
500-IBST-1700	IB/ST Plant 2A to Plant 1A - HV Cable Testing - Supply "A"	11	27-Mar-24	11-Apr-24	69																				
500-IBST-1680	Fibre Optic BB Cable Cable Hauling & Terminate from 1A to ISP Ca	24	19-Apr-24	20-May-24	112																				
500-IBST-1710	IB/ST Plant 1A to SP Sub - HV Cable Pulling - Supply "A"	20	20-Apr-24	16-May-24	87																				
500-IBST-1720	IB/ST Plant 1A to SP Sub - HV Cable Testing - Supply "A"	8	17-May-24	25-May-24	87																				
<b>Inbound Tunnel Transformer Kiosk - Plant 1A &amp; 2A</b>		<b>31</b>	<b>27-May-24</b>	<b>03-Jul-24</b>	<b>96</b>																				
500-IBTE-1000	IB Tunnel Substation HV Installation - HV-2A	7	27-May-24	03-Jun-24	96																				
500-IBTE-1010	IB Tunnel Substation HV Installation - HV-1A	7	04-Jun-24	13-Jun-24	101																				
500-IBTE-1020	IB Tunnel Substation Equipt Testing & Terminations - HV-2A	12	04-Jun-24	19-Jun-24	96																				
500-IBTE-1030	Inbound Tunnel Substation Equipt Testing & Terminations - HV-1A	12	20-Jun-24	03-Jul-24	96																				
500-IBTE-1040	Inbound Tunnel Substations Completion	0		03-Jul-24	96																				
<b>IB Service Tunnel - Equipments Installation</b>		<b>96</b>	<b>12-Apr-24</b>	<b>07-Aug-24</b>	<b>66</b>																				
500-IBTE-1060	Install Electrical Equipment (GDBs UDBs ITS cabinets MCC SB)	37	12-Apr-24	28-May-24	69																				
500-IBTE-1050	Install Deluge Manifold Skids (incl of Control Panel)	30	24-Apr-24	31-May-24	66																				
500-IBTE-1120	Install Earthing (BRD)	25	22-May-24	21-Jun-24	66																				
500-IBTE-1110	Install CCTV System	15	29-May-24	17-Jun-24	69																				
500-IBTE-1100	Install PA System (Including RBC)	15	29-May-24	17-Jun-24	69																				
500-IBTE-1070	Install Deluge Make-up Pieces (BRD)	15	01-Jun-24	20-Jun-24	67																				
500-IBTE-1090	Install Non-Roadway Tunnel Lighting	15	01-Jun-24	20-Jun-24	66																				
500-IBTE-1080	Install Cable Trays Final Connection to Boards	15	01-Jun-24	20-Jun-24	66																				
500-IBTE-1130	Install Cable Testing & Termination (Field /Source) - IBT Service Tur	40	22-Jun-24	07-Aug-24	66																				

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
<b>Cross Passages/Low Point Sump/Egress Passages</b>		<b>363</b>	<b>02-Jun-23</b>	<b>02-Sep-24</b>	<b>89</b>																
500-XPS-1320	MEI Fitout of the Cross Passages (XP21 to XP18)	64	02-Jun-23	17-Aug-23	86																
500-XPS-1330	MEI Fitout of the Cross Passages (XP17 to XP13)	64	18-Aug-23	02-Nov-23	86																
500-XPS-1345	MEI Fitout of the Cross Passages (XP11 to XP9)	64	17-Nov-23	14-Feb-24	77																
500-XPS-1350	MEI Fitout of the Cross Passages (XP8 to XP5)	64	15-Feb-24	08-May-24	77																
500-SDX-1330	MEI Fitout of the Smoke Duct Crossover SDX01	23	26-Mar-24	24-Apr-24	173																
500-SDX-1340	MEI Fitout of the Smoke Duct Crossover SDX02	23	29-Apr-24	24-May-24	173																
500-XPS-1340	MEI Fitout of the Cross Passages (XP4 to XP1)	65	09-May-24	25-Jul-24	77																
500-EOU-1330	MEI Fitout of the Egress Passages (EOU7 to EOU9)	30	20-May-24	25-Jun-24	125																
500-XPS-1380	MEI Fitout of the Cross Passages (XP12)	15	22-May-24	07-Jun-24	116																
500-XPS-1370	MEI Fitout of the Cross Passages (XP22)	13	23-May-24	06-Jun-24	67																
500-LPS-1310	MEI Fitout of the Low Point Sump (LPS)	50	29-May-24	27-Jul-24	75																
500-EOU-1360	MEI Fitout of the Egress Passages (EOU4 to EOU6)	30	22-Jun-24	26-Jul-24	98																
500-EOU-1340	MEI Fitout of the Egress Passages (EOU1 to EOU3)	30	30-Jul-24	02-Sep-24	66																
<b>South Portal</b>		<b>513</b>	<b>28-Oct-22</b>	<b>15-Oct-24</b>	<b>77</b>																
<b>OB South Portal Ventilation Building</b>		<b>489</b>	<b>22-Dec-22</b>	<b>12-Sep-24</b>	<b>57</b>																
<b>Ch.50700-50875</b>		<b>189</b>	<b>22-Dec-22</b>	<b>26-Aug-23</b>	<b>357</b>																
500-OBVB-0001	(WBS) OBSP Ventilation Building	189	22-Dec-22	26-Aug-23	357																
<b>Below Vent Building - Fan Level &amp; Smoke Duct Level - Electrical Works</b>		<b>189</b>	<b>22-Dec-22</b>	<b>26-Aug-23</b>	<b>357</b>																
500-OBVB-1020	SPV- Install Cable Support- Cable ladder & Conduits at Smoke Duc	9	22-Dec-22	12-Jan-23	485																
500-OBVB-1010	SPV- Install Cable Support- Cable ladder & Conduits at Fan Level	9	22-Dec-22	12-Jan-23	485																
500-OBVB-1030	SPV - Cable Pulling	30	13-Jan-23	20-Feb-23	485																
500-OBVB-1110	SPV - Install Switchboard	8	21-Apr-23	02-May-23	433																
500-OBVB-1230	SPV - Cable Termination	22	02-Aug-23	26-Aug-23	357																
<b>Below Vent Building - Fan Level &amp; Smoke Duct Level - Mechanical Works</b>		<b>171</b>	<b>22-Dec-22</b>	<b>05-Aug-23</b>	<b>375</b>																
500-OBVB-1000	SPV - Install Vehicle Emission Fan Steel Support Bridge	5	22-Dec-22	07-Jan-23	357																
500-OBVB-1040	SPV- Install Vehicle Emission Fan	39	09-Jan-23	25-Feb-23	357																
500-OBVB-1080	SPV-Install Vehicle Emission Fan Transition Duct	39	27-Feb-23	20-Apr-23	357																
500-OBVB-1100	SPV-Install Attenuator Steel Support Frame	6	21-Apr-23	29-Apr-23	357																
500-OBVB-1190	SPV- Install Attenuator	37	01-May-23	14-Jun-23	357																
500-OBVB-1200	SPV-Install Damper Steel Support Frame	6	15-Jun-23	21-Jun-23	357																
500-OBVB-1210	SPV- Install Damper	35	22-Jun-23	01-Aug-23	357																
500-OBVB-1220	SPV - Install Stack Monitoring Gas bottle	4	02-Aug-23	05-Aug-23	375																
<b>South Portal Vent Building - Electrical Works</b>		<b>63</b>	<b>31-Mar-23</b>	<b>22-Jun-23</b>	<b>413</b>																
500-OBVB-1060	SPV - Install Cable Support- Cable ladder & Conduits at GF (betwe	7	31-Mar-23	13-Apr-23	351																
500-OBVB-1070	SPV - Install Cable Support- Cable ladder & Conduits at Platform L	7	14-Apr-23	21-Apr-23	351																
500-OBVB-1090	SPV - Install Cable Support- Cable ladder & Conduits at Inspection	6	24-Apr-23	01-May-23	351																
500-OBVB-1120	SPV - Install Cable Support- Cable ladder & Conduits at Top of Stai	5	02-May-23	06-May-23	351																
500-OBVB-1170	SPV - Cable Pulling	20	08-May-23	30-May-23	414																
500-OBVB-1150	SPV - Install Earthing	10	10-May-23	20-May-23	422																
500-OBVB-1240	SPV - Cable Termination	17	01-Jun-23	22-Jun-23	413																
<b>South Portal Vent Building - Mechanical Works</b>		<b>18</b>	<b>02-May-23</b>	<b>22-May-23</b>	<b>413</b>																
500-OBVB-1130	SPV - Install Stack Monitoring Gas line	7	02-May-23	09-May-23	413																
500-OBVB-1140	SPV - Install Environmental Monitoring Equipment and Devices at I	7	10-May-23	17-May-23	413																
500-OBVB-1160	SPV - Install Equipment at Environmental Monitoring Room	4	18-May-23	22-May-23	413																
<b>South Portal Vent Building - ITS Fit-out</b>		<b>8</b>	<b>23-May-23</b>	<b>31-May-23</b>	<b>413</b>																
500-OBVB-1180	SPV- Install ITS System Devices	8	23-May-23	31-May-23	413																
<b>Ch.50875-50900</b>		<b>383</b>	<b>20-May-23</b>	<b>12-Sep-24</b>	<b>57</b>																

Actual Work Remaining Work Critical Remaining Work Milestone



### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025								
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
500-OBVB-0002	(WBS) OBSP Ventilation Building (Ch.50875-50900)	383	20-May-23	12-Sep-24	57																					
<b>Below Road Deck - Smoke Fan Area - Mechanical</b>		34	25-Jul-24	02-Sep-24	61																					
500-OBVB-1280	SPV - Plinth and Steel Support	6	25-Jul-24	31-Jul-24	57																					
500-OBVB-1290	SPV - Install Smoke Fan	7	01-Aug-24	08-Aug-24	57																					
500-OBVB-1300	SPV - Install Transition Duct	7	09-Aug-24	16-Aug-24	57																					
500-OBVB-1330	SPV - Install Dampers	7	17-Aug-24	24-Aug-24	61																					
500-OBVB-1360	SPV - Install Attenuators (12.5Wx5.3Hx3L)	7	26-Aug-24	02-Sep-24	61																					
<b>Below Road Deck - MVAC Fan Area - Mechanical</b>		25	09-Aug-24	06-Sep-24	57																					
500-OBVB-1310	SPV - Install MVAC Fan	7	09-Aug-24	16-Aug-24	57																					
500-OBVB-1340	SPV - Install Damper	7	17-Aug-24	24-Aug-24	57																					
500-OBVB-1370	SPV - Install Attenuator (6Wx3Hx3L)	7	26-Aug-24	02-Sep-24	57																					
500-OBVB-1380	SPV - Install Fire and Smoke Damper	4	03-Sep-24	06-Sep-24	57																					
<b>Below Road Deck - Smoke Fan Area/MVAC Fan Area/Riser - Electrical Works</b>		383	20-May-23	12-Sep-24	57																					
500-OBVB-1260	SPV- Install Cable Support- Cable ladder & Conduits at Fan Level (I	3	20-May-23	23-May-23	423																					
500-OBVB-1250	SPV- Install Cable Support- Cable ladder & Conduits at Fan Level (:	3	20-May-23	23-May-23	400																					
500-OBVB-1320	SPV- Install Cable Support- Cable ladder & Conduits at Riser	23	24-May-23	21-Jun-23	400																					
500-OBVB-1270	SPV- Install Cable Support- Cable ladder & Conduits at Smoke Duc	3	24-May-23	26-May-23	420																					
500-OBVB-1350	SPV - Cable Pulling	9	22-Jun-23	01-Jul-23	400																					
500-OBVB-1390	SPV - Cable Termination	5	07-Sep-24	12-Sep-24	57																					
<b>OSP Substation Building</b>		472	28-Oct-22	09-Sep-24	54																					
<b>Access &amp; Set-out</b>		6	28-Oct-22	08-Nov-22	408																					
500-OBSS-1000	SPS - Joint Walkdown (Bldg & MEIC)	4	28-Oct-22	05-Nov-22	408																					
500-OBSS-1010	SPS - Survey & setout	2	07-Nov-22	08-Nov-22	408																					
<b>HV Room A &amp; B - Installation</b>		58	09-Nov-22	09-Feb-23	442																					
500-OBSS-1020	SPS - HV Room A & B - Install Cable Support & Cable Ladder at Tr	4	09-Nov-22	12-Nov-22	408																					
500-OBSS-1090	SPS - HV Room A & B - Install Busduct incl. LV Room	25	15-Nov-22	14-Dec-22	442																					
500-OBSS-1030	SPS - HV Room A & B - Install Bonding Earth Strip	2	15-Nov-22	16-Nov-22	469																					
500-OBSS-1080	SPS - HV Room A & B - Install Earth Cable	2	22-Nov-22	23-Nov-22	475																					
500-OBSS-1100	SPS - HV Room A & B - Install Transformer	8	15-Dec-22	11-Jan-23	442																					
500-OBSS-1110	SPS - HV Room A & B - Install HV Switchboard	2	12-Jan-23	13-Jan-23	442																					
500-OBSS-1130	SPS - HV Room A & B - HV Cable Pull	6	14-Jan-23	20-Jan-23	442																					
500-OBSS-1140	SPS - HV Room A & B - Install Earth Bar	2	21-Jan-23	23-Jan-23	442																					
500-OBSS-1160	SPS - HV Room A & B - HV Cable Termination	11	24-Jan-23	09-Feb-23	442																					
<b>LV Room A &amp; B - Installation</b>		88	15-Nov-22	27-Mar-23	408																					
500-OBSS-1120	SPS - LV Room A & B - Install Cable Support & Cable Ladder at Tr	40	15-Nov-22	19-Jan-23	408																					
500-OBSS-1040	SPS - LV Room A & B - Install Bonding Earth Strip	2	17-Nov-22	18-Nov-22	469																					
500-OBSS-1060	SPS - LV Room A & B - Install Earth Cable	2	19-Nov-22	21-Nov-22	469																					
500-OBSS-1150	SPS- LV Room A & B - Install MCC (11 No.)PFC (4 No.) & SSB (2 I	8	20-Jan-23	02-Feb-23	408																					
500-OBSS-1170	SPS- LV Room A & B - Install VSD (10 No.)UPS (2 No.)BAT (4No.)	7	03-Feb-23	10-Feb-23	408																					
500-OBSS-1180	SPS- LV Room A & B - Install PMCS (2 No.) - by SICE	2	11-Feb-23	14-Feb-23	408																					
500-OBSS-1210	SPS- LV Room A & B - LV Cable Pull	10	15-Feb-23	25-Feb-23	408																					
500-OBSS-1220	SPS - LV Room A & B - Install Earth Bar	2	28-Feb-23	01-Mar-23	408																					
500-OBSS-1250	SPS- LV Room A & B - LV Cable Termination	19	02-Mar-23	27-Mar-23	408																					
<b>ITS Room A &amp; B - Installation</b>		81	19-Nov-22	23-Mar-23	411																					
500-OBSS-1050	SPS - ITS Room A & B - Install Bonding Earth Strip	1	19-Nov-22	19-Nov-22	486																					
500-OBSS-1070	SPS - ITS Room A & B - Install Earth Cable	1	21-Nov-22	21-Nov-22	486																					
500-OBSS-1190	SPS - ITS Room A & B - Cable Pulling	2	15-Feb-23	16-Feb-23	411																					
500-OBSS-1230	SPS- ITS Room A & B - Install ITS Devices	25	15-Feb-23	20-Mar-23	411																					

█ Actual Work    █ Critical Remaining Work  
█ Remaining Work    ◆ Milestone

WGTP Reset Program Full Detail



Activity ID, Activity Name, Remaining Duration, Start, Finish, Total Float, 2022 (Q4-Q1), 2023 (Q1-Q4), 2024 (Q1-Q4), 2025 (Q1-Q4). Includes tasks like SP Substation - External - Installation, HV & Fibre Backbone Cable Route, OSP Fire Pump Station and Storage Tanks, Inbound South Portal (ISP) Cut & Cover Section, Outbound South Portal (OSP) Cut & Cover Section, MEIC West, Sub Zone 202A - M80 Interchange, and Sub Zone 202A - Kororoit Creek to Kyle Road.

Actual Work Remaining Work Critical Remaining Work Milestone



WGTP Reset Program  
Full Detail

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025								
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
500-202A-1130	GT-202-490-30 - Install ITS Devices & Final Connections	3	23-Nov-22	25-Nov-22	561					■																
500-202A-1160	GT-202-490-31 - Energise & I/O test	10	26-Nov-22	08-Dec-22	589					■																
500-202A-1150	GT-202-490-30 - Energise & I/O test	10	26-Nov-22	08-Dec-22	589					■																
500-202A-1180	GT-202-490-33 - Install DOJ Cameras & Final Connections	3	21-Dec-22	11-Jan-23	540					■																
500-202A-1200	GT-202-490-33 - Energise & I/O test	10	12-Jan-23	23-Jan-23	566					■																
500-202A-1220	GT-202-495-05 - Install balance of ITS Devices & Final Connections	3	08-Feb-23	10-Feb-23	519					■																
500-202A-1210	GT-202-490-04 - Install balance of ITS Devices & Final Connections	3	08-Feb-23	10-Feb-23	510					■																
500-202A-1240	GT-202-490-04 - Energise & I/O test	10	11-Feb-23	23-Feb-23	534					■																
500-202A-1230	GT-202-495-05 - Energise & I/O test	10	11-Feb-23	23-Feb-23	544					■																
500-202A-1250	GT-202-495-02 - Install balance of ITS Devices & Final Connections	3	09-Mar-23	15-Mar-23	497					■																
500-202A-1260	GT-202-495-02 - Energise & I/O test	10	16-Mar-23	27-Mar-23	521					■																
500-202A-1270	GT-202-490-09 - Install balance of ITS Devices & Final Connections	3	14-Apr-23	17-Apr-23	476					■																
500-202A-1300	GT-202-490-09 - Energise & I/O test	10	18-Apr-23	02-May-23	498					■																
500-202A-1320	GT-202-495-07 - Install balance of ITS Devices & Final Connections	3	13-May-23	16-May-23	456					■																
500-202A-1310	GT-202-490-10 - Install balance of ITS Devices & Final Connections	3	13-May-23	16-May-23	456					■																
500-202A-1340	GT-202-495-07 - Energise & I/O test	10	17-May-23	29-May-23	478					■																
500-202A-1330	GT-202-490-10 - Energise & I/O test	10	17-May-23	29-May-23	478					■																
<b>202A - G1 Ramp</b>		<b>74</b>	<b>05-Oct-22</b>	<b>16-Jan-23</b>	<b>583</b>					■																
500-202A-1010	G1 Ramp - Cable Hauling (DBs to Roadside Cabinets)	12	05-Oct-22	19-Oct-22	583					■																
500-202A-1000	G1 Ramp - RCBTU & At Grade ITS Equipt Install	12	05-Oct-22	19-Oct-22	535					■																
500-202A-1030	G1 Ramp - VDD Installation (in pavement)	5	20-Oct-22	25-Oct-22	621					■																
500-202A-1020	G1 Ramp - Cable Termination (DBs-Roadside Cabinets & Devices)	5	20-Oct-22	25-Oct-22	583					■																
500-202A-1170	GT-202-490-32 - Install ITS Devices & Final Connections	3	21-Dec-22	11-Jan-23	545					■																
500-202A-1190	GT-202-490-32 - Energise & I/O Test	4	12-Jan-23	16-Jan-23	572					■																
<b>202A - G2 Ramp</b>		<b>17</b>	<b>20-Oct-22</b>	<b>15-Nov-22</b>	<b>578</b>					■																
500-202A-1360	G2 Ramp - Cable Hauling (DBs to Roadside Cabinets)	12	20-Oct-22	08-Nov-22	578					■																
500-202A-1350	G2 Ramp - RCBTU & At Grade ITS Equipt Install	12	20-Oct-22	08-Nov-22	535					■																
500-202A-1460	G2 Ramp - VDD Installation (in pavement)	5	09-Nov-22	15-Nov-22	578					■																
500-202A-1450	G2 Ramp - Cable Termination (DBs-Roadside Cabinets & Devices)	5	09-Nov-22	15-Nov-22	578					■																
<b>202A - M1 Ramp</b>		<b>17</b>	<b>20-Oct-22</b>	<b>15-Nov-22</b>	<b>578</b>					■																
500-202A-1410	M1 Ramp - Cable Hauling (DBs to Roadside Cabinets)	12	20-Oct-22	08-Nov-22	578					■																
500-202A-1370	M1 Ramp - RCBTU & At Grade ITS Equipt Install	12	20-Oct-22	08-Nov-22	535					■																
500-202A-1480	M1 Ramp - VDD Installation (in pavement)	5	09-Nov-22	15-Nov-22	578					■																
500-202A-1470	M1 Ramp - Cable Termination (DBs-Roadside Cabinets & Devices)	5	09-Nov-22	15-Nov-22	578					■																
<b>202A - M2 Ramp</b>		<b>118</b>	<b>09-Nov-22</b>	<b>21-Apr-23</b>	<b>514</b>					■																
500-202A-1420	M2 Ramp - Cable Hauling (DBs to Roadside Cabinets)	12	09-Nov-22	24-Nov-22	566					■																
500-202A-1380	M2 Ramp - RCBTU & At Grade ITS Equipt Install	12	09-Nov-22	24-Nov-22	535					■																
500-202A-1500	M2 Ramp - VDD Installation (in pavement)	5	25-Nov-22	30-Nov-22	566					■																
500-202A-1490	M2 Ramp - Cable Termination (DBs-Roadside Cabinets & Devices)	5	25-Nov-22	30-Nov-22	566					■																
500-202A-1280	GT-202-490-08 - Install ITS Devices & Final Connections	3	14-Apr-23	17-Apr-23	481					■																
500-202A-1290	GT-202-490-08 - Energise & I/O Test	4	18-Apr-23	21-Apr-23	504					■																
<b>202A - M3 Ramp</b>		<b>17</b>	<b>25-Nov-22</b>	<b>17-Dec-22</b>	<b>554</b>					■																
500-202A-1430	M3 Ramp - Cable Hauling (DBs to Roadside Cabinets)	12	25-Nov-22	12-Dec-22	554					■																
500-202A-1390	M3 Ramp - RCBTU & At Grade ITS Equipt Install	12	25-Nov-22	12-Dec-22	535					■																
500-202A-1520	M3 Ramp - VDD Installation (in pavement)	5	13-Dec-22	17-Dec-22	554					■																
500-202A-1510	M3 Ramp - Cable Termination (DBs-Roadside Cabinets & Devices)	5	13-Dec-22	17-Dec-22	554					■																
<b>202A - M4 Ramp</b>		<b>70</b>	<b>13-Dec-22</b>	<b>20-Mar-23</b>	<b>538</b>					■																
500-202A-1440	M4 Ramp - Cable Hauling (DBs to Roadside Cabinets)	12	13-Dec-22	13-Jan-23	535					■																

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
500-202A-1400	M4 Ramp - RCBTU & At Grade ITS Equipt Install	12	13-Dec-22	13-Jan-23	535																	
500-202A-1540	M4 Ramp - VDD Installation (in pavement)	5	14-Jan-23	20-Jan-23	542																	
500-202A-1530	M4 Ramp - Cable Termination (DBs-Roadside Cabinets & Devices)	5	14-Jan-23	20-Jan-23	535																	
500-202A-1550	GT-202-490-06 - Install ITS Devices & Final Connections	3	09-Mar-23	15-Mar-23	502																	
500-202A-1560	GT-202-490-06 - Energise & I/O Test	4	16-Mar-23	20-Mar-23	527																	
<b>Sub Zone 202B - Kyle Road to Williamstown Rd</b>		534	23-Nov-22	19-Feb-25	60																	
<b>202B - Kyle Road to Newport Rail (CH 206900 to CH 207900, approx 1.000 Km)</b>		513	23-Nov-22	17-Jan-25	81																	
<b>202B - Northern Verge - Kyle Road to Newport Rail</b>		17	30-Mar-23	28-Apr-23	478																	
500-202B-1010	Nth Verge Bet. Kyle Rd to Newport Rail - Cable Hauling (DBs to RCI	12	30-Mar-23	19-Apr-23	478																	
500-202B-1000	Nth Verge Bet. Kyle Rd to Newport Rail - RCBTU & At Grade ITS Ec	12	30-Mar-23	19-Apr-23	466																	
500-202B-1020	Nth Verge Bet. Kyle Rd to Newport Rail - Cable Termination (DBs- R	5	20-Apr-23	28-Apr-23	478																	
<b>202B - Southern Verge - Kyle Road to Newport Rail</b>		17	30-Mar-23	28-Apr-23	478																	
500-202B-1050	Sth Verge Bet. Kyle Rd to Newport Rail - Cable Hauling (DBs to RCI	12	30-Mar-23	19-Apr-23	478																	
500-202B-1040	Sth Verge Bet. Kyle Rd to Newport Rail - RCBTU & At Grade ITS Ec	12	30-Mar-23	19-Apr-23	466																	
500-202B-1130	Sth Verge Bet. Kyle Rd to Newport Rail - Cable Termination (DBs- R	5	20-Apr-23	28-Apr-23	478																	
<b>202B - Main Carriageways - Kyle Road to Newport Rail</b>		17	15-Nov-24	07-Dec-24	78																	
500-202B-1070	C'way Bet. Kyle Rd to Newport Rail - Cable Hauling	12	15-Nov-24	29-Nov-24	78																	
500-202B-1060	C'way Bet. Kyle Rd to Newport Rail - VDS/TIRTL Installation	12	15-Nov-24	29-Nov-24	78																	
500-202B-1140	C'way Bet. Kyle Rd to Newport Rail - Cable Termination	5	30-Nov-24	07-Dec-24	78																	
<b>202B - Gantries - Kyle Road to Newport Rail</b>		429	23-Nov-22	03-Sep-24	144																	
500-202B-1180	GT-202-495-15 - Install ITS Devices & Final Connections	3	23-Nov-22	25-Nov-22	565																	
500-202B-1190	GT-202-495-15 - Energisatio & I/O Test	5	26-Nov-22	01-Dec-22	565																	
500-202B-1240	GT-202-495-13 - Install ITS Devices & Final Connections	3	15-Jun-23	17-Jun-23	439																	
500-202B-1230	GT-202-495-12 - Install ITS Devices & Final Connections	3	15-Jun-23	17-Jun-23	439																	
500-202B-1260	GT-202-495-13 - Energisatio & I/O Test	4	19-Jun-23	23-Jun-23	439																	
500-202B-1250	GT-202-495-12 - Energisatio & I/O Test	4	19-Jun-23	23-Jun-23	439																	
500-202B-1390	GT-202-495-14 - Install ITS Devices & Final Connections	3	23-Aug-24	26-Aug-24	144																	
500-202B-1470	GT-202-495-14 - Energisatio & I/O Test	5	27-Aug-24	03-Sep-24	144																	
<b>202B - WIMS Equipment Installation</b>		5	28-Nov-24	05-Dec-24	101																	
500-202B-1200	Weigh In Motion System - WIMS Equipment Installation & Testing	5	28-Nov-24	05-Dec-24	101																	
500-202B-1360	Weigh In Motion System - WIMS Equipment Installation & Testing	5	28-Nov-24	05-Dec-24	101																	
500-202B-1310	Weigh In Motion System - WIMS Equipment Installation & Testing	5	28-Nov-24	05-Dec-24	101																	
500-202B-1510	Weigh In Motion System - WIMS Equipment Installation & Testing	5	28-Nov-24	05-Dec-24	101																	
500-202B-1520	Weigh In Motion System - WIMS Equipment Installation & Testing	0		05-Dec-24	101																	
<b>202B - ROBG Installation</b>		15	12-Dec-24	17-Jan-25	81																	
500-202B-1600	Remote Operated Barrier Gate - ROBG-201W Installation & Testinç	5	12-Dec-24	17-Dec-24	91																	
500-202B-1590	Remote Operated Barrier Gate - ROBG-101W Installation & Testinç	5	13-Jan-25	17-Jan-25	81																	
<b>202B - Newport Rail to Williamstown Road (CH 207900 to CH 209000, approx 1.100 Km)</b>		521	12-Dec-22	19-Feb-25	60																	
<b>202B - Northern Verge - Newport Rail to Williamstown Road</b>		17	30-Mar-23	28-Apr-23	478																	
500-202B-1080	Nth Verge Bet. Newport Rail to Williamstown Rd - Cable Hauling (DE	12	30-Mar-23	19-Apr-23	478																	
500-202B-1030	Nth Verge Bet. Newport Rail to Williamstown Rd - RCBTU & At Grac	12	30-Mar-23	19-Apr-23	478																	
500-202B-1150	Nth Verge Bet. Newport Rail to Williamstown Rd - Cable Terminatior	5	20-Apr-23	28-Apr-23	478																	
<b>202B - Southern Verge - Newport Rail to Williamstown Road</b>		82	12-Dec-22	28-Apr-23	478																	
500-202B-1090	Sth Verge Bet. Newport Rail to Williamstown Rd - RCBTU & At Grac	12	12-Dec-22	12-Jan-23	531																	
500-202B-1100	Sth Verge Bet. Newport Rail to Williamstown Rd - Cable Hauling (DE	12	30-Mar-23	19-Apr-23	478																	
500-202B-1160	Sth Verge Bet. Newport Rail to Williamstown Rd - Cable Terminatior	5	20-Apr-23	28-Apr-23	478																	
<b>202B - Carriageways - Newport Rail to Williamstown Road</b>		17	15-Nov-24	07-Dec-24	78																	
500-202B-1120	C'way Bet. Newport Rail to Williamstown Rd - Cable Hauling	12	15-Nov-24	29-Nov-24	78																	

█ Actual Work     █ Critical Remaining Work  
█ Remaining Work     ◆ Milestone

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
500-202B-1110	C'way Bet. Newport Rail to Williamstown Rd - VDS/TIRTL Installation	12	15-Nov-24	29-Nov-24	78																	
500-202B-1170	C'way Bet. Newport Rail to Williamstown Rd - Cable Termination	5	30-Nov-24	07-Dec-24	78																	
<b>202B - Gantries - Newport Rail to Williamstown Rd</b>		<b>241</b>	<b>15-Jul-23</b>	<b>11-Jul-24</b>	<b>183</b>																	
500-202B-1270	GT-202-495-16 - Install ITS Devices & Final Connections	3	15-Jul-23	19-Jul-23	417																	
500-202B-1280	GT-202-495-16 - Energise & I/O test	4	20-Jul-23	24-Jul-23	417																	
500-202B-1290	GT-202-495-18 - Install balance of ITS Devices & Final Connection	3	16-Aug-23	18-Aug-23	394																	
500-202B-1300	GT-202-495-18 - Energise & I/O test	4	19-Aug-23	24-Aug-23	394																	
500-202B-1370	GT-202-495-22 - Install balance of ITS Devices & Final Connection	3	02-Jul-24	05-Jul-24	183																	
500-202B-1210	GT-202-495-21 - Install balance of ITS Devices & Final Connection	3	02-Jul-24	05-Jul-24	183																	
500-202B-1380	GT-202-495-22 - Energise & I/O test	4	06-Jul-24	11-Jul-24	183																	
500-202B-1220	GT-202-495-21 - Energise & I/O test	4	06-Jul-24	11-Jul-24	183																	
<b>202B - ROBG Installation</b>		<b>21</b>	<b>20-Jan-25</b>	<b>19-Feb-25</b>	<b>60</b>																	
500-202B-1610	Remote Operated Barrier Gate - ROBG Installation & Testing - 2021	5	20-Jan-25	28-Jan-25	76																	
500-202B-1620	Remote Operated Barrier Gate - In-Pavement Lighting Installation	5	13-Feb-25	19-Feb-25	60																	
<b>202B - W1 Ramp</b>		<b>225</b>	<b>15-Sep-23</b>	<b>20-Aug-24</b>	<b>154</b>																	
500-202B-1320	GT-202-495-19 - Install balance of ITS Devices & Final Connection	3	15-Sep-23	18-Sep-23	371																	
500-202B-1330	GT-202-495-19 - Energise & Local I/O Test	5	19-Sep-23	25-Sep-23	371																	
500-202B-1440	W1 Ramp - Cable Hauling (DBs to Roadside Cabinets)	12	23-Jul-24	06-Aug-24	154																	
500-202B-1400	W1 Ramp - RCBTU & At Grade ITS Equipt Install	12	23-Jul-24	06-Aug-24	154																	
500-202B-1480	W1 Ramp - Cable Termination (DBs-Roadside Cabinets & Devices)	5	07-Aug-24	12-Aug-24	154																	
500-202B-1530	W1 Ramp - VDD Installation (in pavement)	5	13-Aug-24	20-Aug-24	154																	
<b>202B - W2 Ramp</b>		<b>22</b>	<b>18-Nov-23</b>	<b>16-Dec-23</b>	<b>314</b>																	
500-202B-1450	W2 Ramp - Cable Hauling (DBs to Roadside Cabinets)	12	18-Nov-23	02-Dec-23	314																	
500-202B-1410	W2 Ramp - RCBTU & At Grade ITS Equipt Install	12	18-Nov-23	02-Dec-23	314																	
500-202B-1490	W2 Ramp - Cable Termination (DBs-Roadside Cabinets & Devices)	5	05-Dec-23	11-Dec-23	314																	
500-202B-1540	W2 Ramp - VDD Installation (in pavement)	5	12-Dec-23	16-Dec-23	314																	
<b>202B - W3 Ramp</b>		<b>22</b>	<b>08-Feb-23</b>	<b>08-Mar-23</b>	<b>509</b>																	
500-202B-1460	W3 Ramp - Cable Hauling (DBs to Roadside Cabinets)	12	08-Feb-23	23-Feb-23	509																	
500-202B-1420	W3 Ramp - RCBTU & At Grade ITS Equipt Install	12	08-Feb-23	23-Feb-23	497																	
500-202B-1500	W3 Ramp - Cable Termination (DBs-Roadside Cabinets & Devices)	5	24-Feb-23	02-Mar-23	509																	
500-202B-1550	W3 Ramp - VDD Installation (in pavement)	5	03-Mar-23	08-Mar-23	509																	
<b>202B - W4 Ramp</b>		<b>304</b>	<b>18-Oct-23</b>	<b>30-Jan-25</b>	<b>53</b>																	
500-202B-1340	GT-202-495-20 - Install balance of ITS Devices & Final Connection	3	18-Oct-23	20-Oct-23	350																	
500-202B-1350	GT-202-495-20 - Local I/O Test	4	21-Oct-23	26-Oct-23	350																	
500-202B-1430	W4 Ramp - RCBTU & At Grade ITS Equipt Install	12	26-Nov-24	11-Dec-24	53																	
500-202B-1560	W4 Ramp - Cable Hauling (DBs to Roadside Cabinets)	12	12-Dec-24	14-Jan-25	53																	
500-202B-1570	W4 Ramp - Cable Termination (DBs-Roadside Cabinets & Devices)	5	15-Jan-25	21-Jan-25	53																	
500-202B-1580	W4 Ramp - VDD Installation (in pavement)	5	23-Jan-25	30-Jan-25	53																	
<b>Sub Zone 203 - Hyde St and Ramps</b>		<b>402</b>	<b>18-Nov-22</b>	<b>23-Jul-24</b>	<b>175</b>																	
<b>Sub Zone 203 - H1 Ramp</b>		<b>31</b>	<b>07-Jun-24</b>	<b>23-Jul-24</b>	<b>175</b>																	
500-BR30-1000	203 H1 Ramp - ITS - Installation of ITS equipment & devices-cablin	31	07-Jun-24	23-Jul-24	175																	
<b>Sub Zone 203 - H2 Ramp</b>		<b>33</b>	<b>18-Nov-22</b>	<b>17-Jan-23</b>	<b>544</b>																	
500-BR31-1000	203 H2 Ramp - ITS - Installation of ITS equipment & devices-cablin	33	18-Nov-22	17-Jan-23	544																	
<b>Zone 200 - West Backbone Fibre</b>		<b>580</b>	<b>27-Apr-22</b>	<b>07-Sep-24</b>	<b>139</b>																	
500-BR31-1010	200 - ITS - West Zone Project Co. Backbone Fibre Cable Hauling	180	27-Apr-22	23-Jan-23	539																	
500-BR31-1020	200 - ITS - West Zone VicRoads Backbone Fibre Cable Hauling	180	11-Dec-23	07-Sep-24	139																	
<b>MEIC East</b>		<b>543</b>	<b>19-Aug-22</b>	<b>05-Oct-24</b>	<b>148</b>																	
<b>Zone 401 - Gantries/ITS</b>		<b>368</b>	<b>19-Aug-22</b>	<b>07-Feb-24</b>	<b>303</b>																	

Actual Work      Critical Remaining Work  
Remaining Work      Milestone



WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
<b>Bridge 50 C1 &amp; C2 - WD Over Maribymong River</b>																							
500-BR50-1000	401 - Maribymong River Bridge - Gantries/ITS/VMS/Cameras - Instal	30	13-Dec-23	07-Feb-24	303																		
<b>Bridge 51 Ramp P1 - Mackenzie Rd Exit</b>																							
500-BR51-1000	401 - Ramp P1 - Gantries/ITS/VMS/Cameras - Installation (Bridge 5	30	14-Nov-23	20-Dec-23	326																		
<b>Bridge 52 Ramp P2 - Mackenzie Rd Entry</b>																							
500-BR52-1000	401 - Ramp P2 - Gantries/ITS/VMS/Cameras - Installation (Bridge 5	30	19-Aug-22	27-Sep-22	641																		
<b>Bridge 53 - Mackenzie Rd</b>																							
500-BR53-1000	401 - McKenzie Rd Bridge - Gantries/ITS/VMS/Cameras - Installati	30	06-Feb-23	17-Mar-23	529																		
<b>Sub Zone 402 - Gantries/ITS</b>																							
<b>Bridge 60 C1 &amp; C2 - WD Viaduct</b>																							
500-BR60-1000	402 - Footscray Rd Elevated - Gantries/ITS/VMS/Cameras - Installa	30	29-Jun-23	05-Aug-23	397																		
<b>Bridge 61 Ramp P3 - Footscray Rd Exit Ramp</b>																							
500-BR61-1000	402 - Ramp P3 - Gantries/ITS/VMS/Cameras - Installation (Bridge 6	30	07-Aug-23	15-Sep-23	397																		
<b>Bridge 62 Ramp P4 - Footscray Rd Entry Ramp</b>																							
500-BR62-1000	402 - Ramp P4 - Gantries/ITS/VMS/Cameras - Installation (Bridge 6	30	14-May-24	22-Jun-24	206																		
<b>Sub Zone 403 - Gantries/ITS</b>																							
<b>Bridge 70 - Ramp C2 Over CityLink to WD</b>																							
500-BR70-1000	403 - Ramp C2 - Gantries/ITS/VMS/Cameras - Installation (Bridge 7	30	18-Jul-24	26-Aug-24	158																		
<b>Bridge 71 - D1 Dynon Rd Entry &amp; D2 Dynon Rd to Ramp C2 Entry</b>																							
500-BR71-1000	403 - D1 Dynon Rd Entry & D2 Dynon Rd to Ramp C2 Entry - Gan	30	12-Apr-24	23-May-24	227																		
<b>Bridge 72 - Ramp C1 WD to CityLink</b>																							
500-BR72-1000	403 - Ramp C1 - Gantries/ITS/VMS/Cameras - Installation (Bridge 7	30	06-Dec-23	31-Jan-24	309																		
<b>Bridge 73 - Ramp F3 Over Footscray Rd</b>																							
500-BR73-1000	403 - Ramp F3 - Gantries/ITS/VMS/Cameras - Installation (Bridge 7	30	29-Aug-23	07-Oct-23	381																		
<b>Bridge 74 - Ramp D1 &amp; D2 Over MPC</b>																							
500-BR74-1000	403 - Ramp D1/D2 - Gantries/ITS/VMS/Cameras - Installation (Brid	30	27-Aug-24	05-Oct-24	128																		
<b>Sub Zone 404 - Gantries/ITS</b>																							
<b>Bridge 80 - Southbound Carriageway</b>																							
500-BR80-1000	404 - Dynon to D1/D2 - Gantries/ITS/VMS/Cameras - Installation (B	30	06-Feb-24	16-Mar-24	275																		
<b>Bridge 81 - SB &amp; NB Carriageway Wurundjeri Extension</b>																							
500-BR81-1000	404 - D1/D2 to Dudley St - Gantries/ITS/VMS/Cameras - Installati	30	14-Jul-23	21-Aug-23	416																		
<b>Bridge 82 -</b>																							
500-BR82-1000	404 - WWE over Dudley - Gantries/ITS/VMS/Cameras - Installation	30	19-Dec-23	14-Feb-24	318																		
<b>Bridge 83 - Dynon Rd Bridge</b>																							
500-BR83-1000	404 - Dynon Rd I/C & Dynon Rd- Gantries/ITS/VMS/Cameras - Inst	30	18-Dec-23	13-Feb-24	299																		
<b>Sub Zone 405 - At Grade ITS</b>																							
<b>405-205 West Section</b>																							
500-405-1000	405 - Footscray Rd at Grade - Gantries/ITS/VMS/Cameras - Installa	30	25-May-24	06-Jul-24	196																		
<b>MEIC Buildings</b>																							
<b>FCC Building Whitehall Street Traffic Control Room</b>																							
500-FCC-1000	FCC Bldg - MEIC Fit-out	110	31-Jan-23	01-Jul-23	334																		
<b>ATCR Building Balston Street Control Centre</b>																							
500-ATCR-1000	ATCR Bldg - MEIC Fit-out	128	27-Sep-22	04-Apr-23	394																		
<b>2nd Incident Room</b>																							
500-6IS-1000	MEI Fit-out 2nd Incident Response Building	33	15-Apr-23	30-May-23	481																		
<b>TP2 Tech Shelter 2</b>																							
500-TS02-1000	TP2 (Tech Shelter) - Install Generator and cabling	14	21-Nov-23	07-Dec-23	342																		
500-TS02-1010	TP2 (Tech Shelter) - Install Equipment and Cabinet incl. cabling	14	08-Dec-23	11-Jan-24	342																		

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone

WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
<b>TP3 Tech Shelter 3</b>						28	14-Nov-23	18-Dec-23	347														
500-TS03-1000	TP3 (Tech Shelter) - Install Generator and cabling	14	14-Nov-23	30-Nov-23	347																		
500-TS03-1010	TP3 (Tech Shelter) - Install Equipment and Cabinet incl. cabling	14	01-Dec-23	18-Dec-23	347																		
<b>TP5 Tech Shelter 5</b>						28	21-Nov-23	11-Jan-24	342														
500-TS05-1000	TP5 (Tech Shelter) - Install Generator and cabling	14	21-Nov-23	07-Dec-23	342																		
500-TS05-1010	TP5 (Tech Shelter)- Install Equipment and Cabinet incl. cabling	14	08-Dec-23	11-Jan-24	342																		
<b>Maintenance Building</b>						49	22-Jun-23	24-Aug-23	195														
500-MB-1000	600 Building - Maintenance Building Services (MEI works)	49	22-Jun-23	24-Aug-23	195																		
<b>RSS</b>						710	05-Jul-22	16-Apr-25	109														
<b>RSS - Z - 202 (TP2)</b>						609	16-Aug-22	16-Jan-25	109														
<b>Installation &amp; Handover</b>						609	16-Aug-22	16-Jan-25	109														
503-RSS-1100	Gantry Works - Z202 - (TP02)	12	16-Aug-22	30-Aug-22	641																		
503-RSS-1110	Electrical Works - Z202 - (TP02)	20	31-Aug-22	26-Sep-22	641																		
503-RSS-1120	I&C Execution - Z202 - (TP02)	20	27-Sep-22	24-Oct-22	641																		
503-RSS-1180	MEI RSS - Roadside Tolling SAT testing TP2 (202)	25	28-Nov-24	16-Jan-25	109																		
<b>RSS - Z - 203 (TP3)</b>						402	05-Jul-22	07-Feb-24	347														
<b>Installation &amp; Handover</b>						402	05-Jul-22	07-Feb-24	347														
503-RSS-1020	Gantry Works - Z203 - (TP03)	5	05-Jul-22	12-Jul-22	679																		
503-RSS-1030	Electrical Works - Z203 - (TP03)	20	13-Jul-22	06-Aug-22	679																		
503-RSS-1040	I&C Execution - Z203 - (TP03)	20	09-Aug-22	01-Sep-22	679																		
503-RSS-1130	MEI RSS - Roadside Tolling SAT testing TP3 (203)	25	19-Dec-23	07-Feb-24	347																		
<b>RSS - Z - 303 (TP4)</b>						45	27-Apr-23	27-Jun-23	460														
<b>Installation &amp; Handover</b>						45	27-Apr-23	27-Jun-23	460														
503-RSS-1060	Tolling Gantry Works - Z303 - (TP04)	5	27-Apr-23	02-May-23	460																		
503-RSS-1070	Electrical Works - Z303 - (TP04)	20	04-May-23	29-May-23	460																		
503-RSS-1080	I&C Execution - Z303 - (TP04)	20	30-May-23	27-Jun-23	460																		
<b>RSS - Z - 403 (TP5)</b>						97	27-Feb-24	12-Jul-24	236														
<b>Installation &amp; Handover</b>						97	27-Feb-24	12-Jul-24	236														
503-RSS-1150	Gantry Works - Z403 - (TP05)	5	27-Feb-24	02-Mar-24	263																		
503-RSS-1160	Electrical Works - Z403 - (TP05)	20	04-Mar-24	03-Apr-24	263																		
503-RSS-1170	I&C Execution - Z403 - (TP05)	20	04-Apr-24	01-May-24	263																		
503-RSS-1190	MEI RSS - Roadside Tolling SAT testing TP5 (403)	25	07-Jun-24	12-Jul-24	236																		
<b>RSS Completion &amp; Acceptance</b>						70	17-Jan-25	16-Apr-25	109														
503-RSS-1200	Roadside Tolling Equipment (RSS) - Integrated Acceptance Testing	30	17-Jan-25	25-Feb-25	109																		
503-RSS-1210	(Acceptance) Test Records / Results - IAT	5	26-Feb-25	03-Mar-25	109																		
503-RSS-1220	Roadside Tolling Equipment (RSS) - User Acceptance Testing (UAT)	30	04-Mar-25	10-Apr-25	109																		
503-RSS-1230	(Acceptance) Test Records / Results - UAT	5	11-Apr-25	16-Apr-25	109																		
<b>MEIC Commissioning</b>						598	05-Apr-23	20-Jul-25	0														
<b>Level 2-4 Commissioning East / West</b>						128	30-Aug-24	25-Feb-25	58														
502-L2L4-1160	MEI East SAT (L2-L4 Commissioning)	45	30-Aug-24	31-Oct-24	141																		
502-L2L4-1100	MEI West SAT (L2-L4 Commissioning)	45	25-Dec-24	25-Feb-25	58																		
<b>Level 2-4 Commissioning Building</b>						483	05-Apr-23	07-Feb-25	70														
502-L2L4-1010	ATCR Bldg - L2/3/4 Commissioning	23	05-Apr-23	05-May-23	402																		
502-L2L4-1030	MEI L2-L4 Commissioning of 2nd Incident Response Building	23	31-May-23	30-Jun-23	490																		
502-L2L4-1190	MEI L2-L4 Commissioning of Maintenance Building	23	25-Aug-23	26-Sep-23	428																		
502-L2L4-1000	FCC Bldg - L2/3/4 Commissioning	23	22-Apr-24	22-May-24	129																		
502-L2L4-1080	MEI L2-L4 Commissioning NP Vent building	65	30-Jul-24	28-Oct-24	144																		
502-L2L4-1090	MEI L2-L4 Commissioning NP Toll shelter & gantry (TP04)	25	30-Jul-24	02-Sep-24	184																		

█ Actual Work     █ Critical Remaining Work  
█ Remaining Work     ◆ Milestone

### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
502-L2L4-1140	MEI L2-L4 Commissioning NP Waste Water Discharge Facility	23	21-Oct-24	20-Nov-24	127																		
502-L2L4-1170	MEI L2-L4 Commissioning OBSP Vent Building (Day & Night Shift)	55	25-Nov-24	07-Feb-25	70																		
<b>Energisation Substations</b>		176	30-Jun-24	22-Dec-24	2																		
502-ENER-1000	MEI Energisation IB NP Substation (L2 testing)	30	30-Jun-24	29-Jul-24	28																		
502-ENER-1010	MEI Energisation OB NP Substation (L2 testing)	30	30-Jul-24	28-Aug-24	28																		
502-ENER-1020	MEI Energisation Substations 2A & 2B (L2 testing)	30	24-Sep-24	23-Oct-24	2																		
502-ENER-1030	MEI Energisation Substations 1A & 1B (L2 testing)	30	24-Oct-24	22-Nov-24	2																		
502-ENER-1040	MEI Energisation OBSP Substation (L2 testing)	30	23-Nov-24	22-Dec-24	2																		
<b>Level 2-4 Commissioning Tunnel incl Substations</b>		149	30-Jul-24	21-Feb-25	0																		
502-L2L4-1070	MEI L2-L4 Commissioning IBNP Cut & Cover Section	70	30-Jul-24	04-Nov-24	79																		
502-L2L4-1040	MEI L2-L4 Commissioning IB NP Substation	21	30-Jul-24	27-Aug-24	128																		
502-L2L4-1060	MEI L2-L4 Commissioning OBNP Cut & Cover Section	45	29-Aug-24	30-Oct-24	82																		
502-L2L4-1050	MEI L2-L4 Commissioning OB NP Substation	23	29-Aug-24	30-Sep-24	104																		
502-L2L4-1110	MEI L2-L4 Commissioning OB Tunnel	45	24-Oct-24	25-Dec-24	42																		
502-L2L4-1120	MEI L2-L4 Commissioning IBSP Cut & Cover	65	24-Oct-24	22-Jan-25	22																		
502-L2L4-1130	MEI L2-L4 Commissioning IB Tunnel (Day & Night Shift)	25	25-Nov-24	27-Dec-24	40																		
502-L2L4-1020	MEI L2-L4 Commissioning OBSP Cut & Cover	65	25-Nov-24	21-Feb-25	0																		
502-L2L4-1150	MEI L2-L4 Commissioning OB Tunnel (E OU10-EOU1)	30	23-Dec-24	31-Jan-25	15																		
502-L2L4-1180	MEI L2-L4 Commissioning OBSP Substation (Day & Night Shift)	16	23-Dec-24	13-Jan-25	29																		
<b>Level 5-6 Commissioning</b>		63	19-May-25	20-Jul-25	0																		
502-L5L6-1000	MEI L5-L6 Commissioning - IAT	63	19-May-25	20-Jul-25	0																		
502-L5L6-1010	Project Co UAT	30	21-Jun-25	20-Jul-25	0																		
<b>OMCS</b>		111	24-Sep-24	25-Feb-25	103																		
<b>Traffic Management and Control System (TMCS)</b>		111	24-Sep-24	25-Feb-25	103																		
<b>TMCS Zone 100 Project Wide</b>		0	25-Feb-25	25-Feb-25	102																		
502-TMCS-1050	Traffic Management & Control System - Ready for OMCS Integrate	0		25-Feb-25	102																		
<b>TMCS Zone 200 West (WGF)</b>		20	30-Jan-25	25-Feb-25	55																		
502-TMCS-1020	Traffic Management / Traffic Monitoring & Detection Devices Compl	0		30-Jan-25	55																		
502-TMCS-1030	Traffic Management / Traffic Monitoring & Detection PLC's - Site Ac	20	31-Jan-25	25-Feb-25	55																		
<b>TMCS Zone 300 Tunnel</b>		20	24-Sep-24	18-Oct-24	206																		
502-TMCS-1010	Traffic Management / Traffic Monitoring & Detection PLC's - Site Ac	20	24-Sep-24	18-Oct-24	206																		
502-TMCS-1000	Traffic Management / Traffic Monitoring & Detection Devices Compl	0	24-Sep-24		206																		
<b>TMCS Zone 400 East (CAB)</b>		20	05-Oct-24	31-Oct-24	128																		
502-TMCS-1040	Traffic Management / Traffic Monitoring & Detection Devices Compl	0		05-Oct-24	128																		
502-TMCS-1060	Traffic Management / Traffic Monitoring & Detection PLC's - Site Ac	20	07-Oct-24	31-Oct-24	128																		
<b>WGTP 600 - Buildings</b>		924	21-Oct-21	06-May-25	123																		
<b>North Portal Vent Facility</b>		509	04-Feb-23	04-Feb-25	191																		
<b>North Portal Vent Building</b>		509	04-Feb-23	04-Feb-25	191																		
<b>Site Establishment</b>		346	04-Feb-23	13-Jun-24	254																		
650-NPVB-1010	NP Vent Building - Protection Deck - Installation	25	04-Feb-23	07-Mar-23	132																		
650-NPVB-1000	NP Vent Building - Craneage	10	04-Feb-23	16-Feb-23	181																		
650-NPVB-1020	NP Vent Building - Protection Deck - Install Screens	5	08-Mar-23	16-Mar-23	132																		
650-NPVB-1040	NP Vent Building - Site Amenities / Project Office etc.	15	28-Apr-23	17-May-23	359																		
650-NPVB-1130	NP Vent Building - Alimak - Installed & Commissioned	7	12-Oct-23	20-Oct-23	407																		
650-NPVB-1440	NP Vent Building - Alimak - De commissioned & Removed	5	04-Jun-24	13-Jun-24	254																		
<b>Structure</b>		283	28-Apr-23	03-Jun-24	314																		
650-NPVB-1030	NP Vent Building (Jump A - Kicker Pour; 1 Lift)	10	28-Apr-23	11-May-23	104																		
650-NPVB-1060	NP Vent Building - Stair Structure Lift 1 to 5	69	12-May-23	11-Aug-23	113																		

Actual Work (Blue bar) Critical Remaining Work (Red bar)  
Remaining Work (Green bar) Milestone (Black diamond)





### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
650-NPVB-1410	NP - Install Diagrid Steel Structure - Zone C	50	09-Jul-24	10-Sep-24	191																	
650-NPVB-1500	NP - Install Cladding Zone C	50	12-Sep-24	20-Nov-24	191																	
<b>North Portal Treatment Plant</b>		<b>69</b>	<b>19-Apr-24</b>	<b>25-Jul-24</b>	<b>123</b>																	
650-NPTP-1000	NP Waste Water Treatment Facility building	69	19-Apr-24	25-Jul-24	123																	
<b>North Portal Toll Building &amp; Gantry</b>		<b>57</b>	<b>04-Feb-23</b>	<b>26-Apr-23</b>	<b>460</b>																	
650-NPTR-1000	North Portal Tolling Room - Structure	10	04-Feb-23	16-Feb-23	460																	
650-NPTR-1010	North Portal Tolling Room - Finishes	25	17-Feb-23	22-Mar-23	460																	
650-NPTR-1020	North Portal Tolling Room - Services - Rough In & Fit-off	12	23-Mar-23	05-Apr-23	460																	
650-NPTR-1030	North Portal Tolling Room - Services - Commission & Test - All Trade	10	06-Apr-23	26-Apr-23	460																	
<b>North Portal ITS Building</b>		<b>60</b>	<b>24-May-23</b>	<b>11-Aug-23</b>	<b>563</b>																	
650-NPIR-1000	NP ITS Room - Construct ITS Building	10	24-May-23	03-Jun-23	223																	
650-NPIR-1030	NP ITS Room - Services - Rough-in & Fit-off	35	05-Jun-23	24-Jul-23	563																	
650-NPIR-1010	NP ITS Room - External Wall Cladding	5	05-Jun-23	14-Jun-23	223																	
650-NPIR-1020	NP ITS Room - Finishes - Internal Fit-out	17	15-Jun-23	06-Jul-23	223																	
650-NPIR-1040	NP ITS Room - Building Services - Commission & Test - All Trades	15	25-Jul-23	11-Aug-23	563																	
<b>North Portal Substation</b>		<b>131</b>	<b>17-Mar-23</b>	<b>13-Sep-23</b>	<b>539</b>																	
<b>Structure</b>		<b>47</b>	<b>17-Mar-23</b>	<b>23-May-23</b>	<b>608</b>																	
650-NPSS-1000	NP Substation - Install PC Walls - External & Internal	12	17-Mar-23	30-Mar-23	161																	
650-NPSS-1010	NP Substation - Install Hollowcore Planks	12	31-Mar-23	19-Apr-23	161																	
650-NPSS-1020	NP Substation - Scaffold	5	20-Apr-23	28-Apr-23	161																	
650-NPSS-1030	NP Substation - GF Access Platform and ITS Stair Access / Platform	9	29-Apr-23	11-May-23	610																	
650-NPSS-1040	NP Substation - FRP Screed / Walls	11	29-Apr-23	13-May-23	161																	
650-NPSS-1050	NP Substation - Roof Handrail	7	12-May-23	19-May-23	610																	
650-NPSS-1060	NP Substation - Waterproofing and Topping Screed	7	15-May-23	23-May-23	223																	
<b>Finishes</b>		<b>76</b>	<b>15-May-23</b>	<b>23-Aug-23</b>	<b>539</b>																	
650-NPSS-1070	NP Substation - Paint Walls & Ceiling	10	15-May-23	26-May-23	161																	
650-NPSS-1100	NP Substation - Raised Floor Installation	6	15-Jul-23	22-Jul-23	161																	
650-NPSS-1110	NP Substation - Hang Doors	5	24-Jul-23	28-Jul-23	554																	
650-NPSS-1140	NP Substation - Defects and Rectification	5	18-Aug-23	23-Aug-23	539																	
<b>Services</b>		<b>84</b>	<b>24-May-23</b>	<b>13-Sep-23</b>	<b>539</b>																	
650-NPSS-1080	NP Substation - Roof Level Rough-In	25	24-May-23	27-Jun-23	548																	
650-NPSS-1090	NP Substation - Ground Level Rough-In	35	27-May-23	14-Jul-23	161																	
650-NPSS-1120	NP Substation - Roof Level Fit-off / Equipment Installation	35	28-Jun-23	11-Aug-23	548																	
650-NPSS-1130	NP Substation - Ground Level Fit-off	20	24-Jul-23	17-Aug-23	539																	
650-NPSS-1150	NP Substation - Building Services - Commission & Test - All Trades	15	24-Aug-23	13-Sep-23	539																	
<b>North Portal Eel Net</b>		<b>210</b>	<b>19-Apr-24</b>	<b>17-Feb-25</b>	<b>181</b>																	
650-NPVE-1000	NP Eel Net - Protection Deck - Installation	25	19-Apr-24*	24-May-24	181																	
650-NPVE-1010	NP Eel Net - Protection Deck - Install Screens	5	25-May-24	31-May-24	181																	
650-NPVE-1020	NP Eel Net - Install Eel Net Perimeter Support Structure	35	01-Jun-24	19-Jul-24	181																	
650-NPVE-1030	NP Eel Net - Install Structure (Start of Service)	30	20-Jul-24	28-Aug-24	181																	
650-NPVE-1050	NP Eel Net - Services	80	29-Aug-24	14-Dec-24	181																	
650-NPVE-1040	NP Eel Net - Install Structure	70	29-Aug-24	03-Dec-24	191																	
650-NPVE-1060	NP Eel Net - Commission & Test - All Trades	15	16-Dec-24	21-Jan-25	181																	
650-NPVE-1070	NP Eel Net - Remove Scaffolding & Access	20	22-Jan-25	17-Feb-25	181																	
<b>South Portal Outbound Vent Building</b>		<b>455</b>	<b>29-Jun-22</b>	<b>13-Apr-24</b>	<b>395</b>																	
<b>Site establishment</b>		<b>309</b>	<b>29-Jun-22</b>	<b>09-Sep-23</b>	<b>516</b>																	
610-SPVB-1000	OBSP Vent building - Site Amenities/ Project Office etc.	15	29-Jun-22	18-Jul-22	313																	
610-SPVB-1010	OBSP Vent building - Craneage	10	19-Jul-22	30-Jul-22	313																	

█ Actual Work
 █ Critical Remaining Work
 █ Remaining Work
 ◆ Milestone



### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
610-SPVB-1050	OBSP Vent building - Alimak - Installed & Commissioned	7	15-Nov-22	22-Nov-22	710																		
610-SPVB-1150	OBSP Vent building - Alimak - Decommissioned & Removed	7	01-Sep-23	09-Sep-23	516																		
<b>Structure</b>		<b>277</b>	<b>01-Aug-22</b>	<b>31-Aug-23</b>	<b>516</b>																		
610-SPVB-1040	OBSP Vent building - (Jump A - 5 Lifts)	76	01-Aug-22	12-Nov-22	313																		
610-SPVB-1060	OBSP Vent building - (Jump A - 2 Lifts)	19	15-Nov-22	07-Dec-22	313																		
610-SPVB-1070	OBSP Vent building - Sloped Slab incl Environmental Room	12	08-Dec-22	21-Dec-22	313																		
610-SPVB-1090	OBSP Vent building - Install Access Stair 1	60	22-Dec-22	30-Mar-23	313																		
610-SPVB-1100	OBSP Vent building - (Jump B; lift 8 - 17) shared access with MEI	93	22-Dec-22	19-May-23	353																		
610-SPVB-1120	OBSP Vent building - Install Environmental Monitoring Rm Access	70	31-Mar-23	10-Jul-23	516																		
610-SPVB-1130	OBSP Vent building - Environmental Monitoring Room	52	20-May-23	29-Jul-23	528																		
610-SPVB-1140	OBSP Vent building - Install Facade Access Walkway	40	11-Jul-23	31-Aug-23	516																		
<b>Facade</b>		<b>260</b>	<b>22-Dec-22</b>	<b>17-Jan-24</b>	<b>413</b>																		
610-SPVB-1080	OBSP Facade - Install Scaffolding Access	40	22-Dec-22	03-Mar-23	413																		
610-SPVB-1160	OBSP Facade - Install Diagrid Steel Structure & Cladding & Service	220	04-Mar-23	17-Jan-24	413																		
<b>Services &amp; Finishes</b>		<b>263</b>	<b>31-Mar-23</b>	<b>13-Apr-24</b>	<b>395</b>																		
610-SPVB-1110	OBSP Vent building - Internal and external finishes	55	31-Mar-23	20-Jun-23	558																		
610-SPVB-1170	OBSP Vent building - Services and Equipment installation	185	20-May-23	10-Feb-24	395																		
610-SPVB-1180	OBSP Vent building - Commission & Test - All Trades	20	13-Feb-24	07-Mar-24	395																		
610-SPVB-1190	OBSP - Certification Obtained	25	08-Mar-24	13-Apr-24	395																		
<b>South Portal Substation</b>		<b>636</b>	<b>11-Mar-22</b>	<b>16-Aug-24</b>	<b>310</b>																		
<b>Civils</b>		<b>40</b>	<b>11-Mar-22</b>	<b>14-May-22</b>	<b>815</b>																		
610-SPSS-1000	OBSP Substation demolition works	10	11-Mar-22	26-Mar-22	387																		
610-SPSS-1010	OBSP Substation Excavation and Inground services	12	28-Mar-22	09-Apr-22	387																		
610-SPSS-1030	OBSP Substation Site services HV / LV	30	28-Mar-22	14-May-22	815																		
610-SPSS-1020	OBSP Substation Site service Fire / Sewer / Gas / Comms	20	28-Mar-22	30-Apr-22	516																		
<b>Structure</b>		<b>78</b>	<b>11-Apr-22</b>	<b>27-Jul-22</b>	<b>421</b>																		
610-SPSS-1040	OBSP Substation Foundations	29	11-Apr-22	30-May-22	387																		
610-SPSS-1050	OBSP Substation Groundslab	13	31-May-22	18-Jun-22	387																		
610-SPSS-1060	OBSP Substation Precast panel walls	7	20-Jun-22	28-Jun-22	408																		
610-SPSS-1070	OBSP Substation Structural steel	8	29-Jun-22	08-Jul-22	408																		
610-SPSS-1080	OBSP Substation Roof	14	09-Jul-22	27-Jul-22	408																		
<b>Services &amp; Plant</b>		<b>69</b>	<b>28-Jul-22</b>	<b>27-Oct-22</b>	<b>732</b>																		
610-SPSS-1100	OBSP Substation Fire / Hydraulics / Mechanical Rough-in	24	28-Jul-22	27-Aug-22	408																		
610-SPSS-1130	OBSP Substation Mechanical Plant installation	20	29-Aug-22	23-Sep-22	408																		
610-SPSS-1110	OBSP Substation Electrical Rough-in	10	29-Aug-22	09-Sep-22	737																		
610-SPSS-1120	OBSP Substation Services Fit-off	10	10-Sep-22	23-Sep-22	737																		
610-SPSS-1170	OBSP Substation Mechanical Plant installation (AHU)	25	24-Sep-22	27-Oct-22	408																		
610-SPSS-1160	OBSP Substation MSB Plant installation	20	24-Sep-22	21-Oct-22	737																		
<b>Finishes</b>		<b>79</b>	<b>28-Jul-22</b>	<b>12-Nov-22</b>	<b>749</b>																		
610-SPSS-1090	OBSP Substation Paint	7	28-Jul-22	05-Aug-22	794																		
610-SPSS-1140	OBSP Substation Doors	7	24-Sep-22	05-Oct-22	757																		
610-SPSS-1150	OBSP Substation Floors	13	06-Oct-22	21-Oct-22	757																		
610-SPSS-1180	OBSP Substation Finishes and Defect	7	22-Oct-22	03-Nov-22	757																		
610-SPSS-1190	OBSP Substation Commissioning	10	28-Oct-22	12-Nov-22	732																		
<b>Certificate of Occupancy</b>		<b>17</b>	<b>26-Jul-24</b>	<b>16-Aug-24</b>	<b>305</b>																		
610-SPSS-1200	South Portal Substation - Building Certificate	10	26-Jul-24	07-Aug-24	305																		
610-SPSS-1210	South Portal Substation - Certificate of Occupancy	7	08-Aug-24	16-Aug-24	305																		
<b>South Portal Deluge Tanks &amp; Pumps</b>		<b>35</b>	<b>07-Jun-24</b>	<b>25-Jul-24</b>	<b>67</b>																		

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone

WGTP Reset Program  
Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025								
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
<b>Excavation and Services</b>						11	07-Jun-24	22-Jun-24	67																	
610-SPTP-1000	South Portal Deluge Tanks & Pumps - Bulk Excavation	5	07-Jun-24	15-Jun-24	67																					
610-SPTP-1020	South Portal Deluge Tanks & Pumps - Inground Services	6	17-Jun-24	22-Jun-24	67																					
610-SPTP-1010	South Portal Deluge Tanks & Pumps - Detailed Excavation	5	17-Jun-24	21-Jun-24	68																					
<b>FRP Slabs and Plinths</b>						24	25-Jun-24	25-Jul-24	67																	
610-SPTP-1030	South Portal Deluge Tanks & Pumps - Tanks - FRP Slab On Grounc	7	25-Jun-24	02-Jul-24	67																					
610-SPTP-1040	South Portal Deluge Tanks & Pumps - Tanks - Backfill & Compact	5	04-Jul-24	10-Jul-24	67																					
610-SPTP-1050	South Portal Deluge Tanks & Pumps - Pump Station - FRP Slab on	6	11-Jul-24	17-Jul-24	67																					
610-SPTP-1060	South Portal Deluge Tanks & Pumps - Pipe Support Plinth & Pump	6	18-Jul-24	25-Jul-24	67																					
<b>South Portal Outbound Eel net</b>						213	01-Apr-23	06-Feb-24	444																	
610-OSPE-1000	OBSP Eel net - Protection Deck - Installation	25	01-Apr-23*	11-May-23	444																					
610-OSPE-1010	OBSP Eel net - Protection Deck - Install Screens	5	12-May-23	17-May-23	444																					
610-OSPE-1020	OBSP - Install Eel Net Perimeter Support Structure	35	18-May-23	05-Jul-23	444																					
610-OSPE-1030	OBSP - Install Eel Net Structure (Start of Services)	30	06-Jul-23	12-Aug-23	444																					
610-OSPE-1040	OBSP - Install Eel Net Structure	70	15-Aug-23	17-Nov-23	454																					
610-OSPE-1050	OBSP - Eel net Services	80	15-Aug-23	30-Nov-23	444																					
610-OSPE-1060	OBSP Eel net - Commission & Test - All Trades	18	01-Dec-23	10-Jan-24	444																					
610-OSPE-1070	OBSP - Remove Scaffolding & Access	20	11-Jan-24	06-Feb-24	444																					
<b>South Portal Inbound Eel net</b>						195	19-Jan-23	17-Oct-23	515																	
620-ISPE1000	IBSP - Site Amenities/ Project Office etc.	17	19-Jan-23	11-Feb-23	515																					
620-ISPE1010	IBSP - Craneage	11	14-Feb-23	25-Feb-23	515																					
620-ISPE1020	IBSP - Protection Deck - Installation	12	28-Feb-23	16-Mar-23	515																					
620-ISPE1030	IBSP - Protection Deck - Install Screens	7	17-Mar-23	24-Mar-23	515																					
620-ISPE1040	IBSP - Install Eel Net Perimeter Support Structure	35	25-Mar-23	16-May-23	515																					
620-ISPE1050	IBSP - Install Eel Net Structure (to Start of Diagrid)	10	17-May-23	29-May-23	515																					
620-ISPE1060	IBSP - Install Eel Net Structure (Start of Services)	26	30-May-23	05-Jul-23	521																					
620-ISPE1070	IBSP Facade - Install Diagrid Steel Structure (Cladding)	31	30-May-23	11-Jul-23	515																					
620-ISPE1090	IBSP - Install Eel Net Structure	32	06-Jul-23	16-Aug-23	532																					
620-ISPE1110	IBSP - Eel net Services	43	06-Jul-23	30-Aug-23	521																					
620-ISPE1080	IBSP Facade - Install Diagrid Steel Structure	17	13-Jul-23	02-Aug-23	536																					
620-ISPE1100	IBSP Facade - Install Cladding	33	13-Jul-23	23-Aug-23	515																					
620-ISPE1120	IBSP Facade - Services	21	03-Aug-23	30-Aug-23	515																					
620-ISPE1140	IBSP Facade - Commission & Test - All Trades	18	31-Aug-23	22-Sep-23	515																					
620-ISPE1130	IBSP Eel net - Commission & Test - All Trades	18	31-Aug-23	22-Sep-23	521																					
620-ISPE1160	IBSP - Certification Obtained	16	23-Sep-23	17-Oct-23	515																					
620-ISPE1150	IBSP - Remove Scaffolding & Access	10	23-Sep-23	07-Oct-23	521																					
<b>FCC Building</b>						823	11-Mar-22	06-May-25	123																	
<b>Foundations</b>						62	11-Mar-22	16-Jun-22	576																	
602-FCCB-1010	FCC - Site services	20	11-Mar-22	07-Apr-22	598																					
602-FCCB-1000	FCC - Excavation & Piling	20	11-Mar-22	07-Apr-22	317																					
602-FCCB-1030	FCC - Commission & Test Services	20	08-Apr-22	14-May-22	598																					
602-FCCB-1020	FCC - Foundations; lift over run; slab and inground services LGF	20	08-Apr-22	14-May-22	317																					
602-FCCB-1040	FCC - GF Foundations; slab and inground services (Grid 3-5)	11	16-May-22	30-May-22	317																					
602-FCCB-1050	FCC - GF Foundations; slab and inground services (Grid 5-8)	11	31-May-22	16-Jun-22	317																					
<b>Building Structure</b>						132	31-May-22	26-Nov-22	484																	
602-FCCB-1060	FCC - Walls GF (Grid 3-5)	12	31-May-22	17-Jun-22	347																					
602-FCCB-1080	FCC - Walls GF (Grid 5-8)	14	17-Jun-22	04-Jul-22	334																					
602-FCCB-1070	FCC - L1 slab (Grid 3-5)	9	18-Jun-22	29-Jun-22	347																					

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone

### WGTP Reset Program Full Detail



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
602-FCCB-1110	FCC - L2 Walls and slab (Grid 5-8)	19	05-Jul-22	29-Jul-22	431																				
602-FCCB-1090	FCC - L1 slab (Grid 5-8)	9	05-Jul-22	16-Jul-22	334																				
602-FCCB-1100	FCC - L1 slab cure	6	18-Jul-22	23-Jul-22	334																				
602-FCCB-1120	FCC - L1 slab strip	6	26-Jul-22	01-Aug-22	334																				
602-FCCB-1130	FCC - L2 slab cure & strip	6	30-Jul-22	06-Aug-22	431																				
602-FCCB-1180	FCC - Stairs 1	62	02-Aug-22	24-Oct-22	418																				
602-FCCB-1140	FCC - Structural Steel frame and trusses	24	02-Aug-22	01-Sep-22	395																				
602-FCCB-1160	FCC - Structural Steel Wall and Canopy support	16	02-Sep-22	23-Sep-22	395																				
602-FCCB-1170	FCC - Roof cladding	35	02-Sep-22	20-Oct-22	411																				
602-FCCB-1210	FCC - Facade	55	02-Sep-22	18-Nov-22	491																				
602-FCCB-1190	FCC - Stairs 2	12	25-Oct-22	11-Nov-22	418																				
602-FCCB-1230	FCC - Stairs 3	12	12-Nov-22	26-Nov-22	484																				
<b>Fit-out</b>		<b>117</b>	<b>22-Sep-22</b>	<b>17-Mar-23</b>	<b>415</b>																				
602-FCCB-1270	FCC - Fit-out Ground floor B - TCR-SR-	82	22-Sep-22	25-Jan-23	334																				
602-FCCB-1290	FCC - Fit-out Ground floor A	109	22-Sep-22	04-Mar-23	403																				
602-FCCB-1240	FCC - Fit-out L2 Walls and floor ready for Plant	23	12-Nov-22	10-Dec-22	418																				
602-FCCB-1310	FCC - Fit-out L1	79	16-Nov-22	17-Mar-23	395																				
602-FCCB-1260	FCC - Fit-out L2 floors; doors; paint	20	12-Dec-22	21-Jan-23	453																				
<b>Services</b>		<b>152</b>	<b>02-Aug-22</b>	<b>10-Mar-23</b>	<b>418</b>																				
602-FCCB-1150	FCC - Rough-in GL	38	02-Aug-22	21-Sep-22	334																				
602-FCCB-1250	FCC -Lift installation	75	02-Sep-22	13-Dec-22	456																				
602-FCCB-1200	FCC - Rough-in L1	36	24-Sep-22	15-Nov-22	395																				
602-FCCB-1220	FCC - Rough-in L2	23	21-Oct-22	22-Nov-22	433																				
602-FCCB-1280	FCC - Level 2 - Install Plant & Equipment	40	12-Dec-22	20-Feb-23	418																				
602-FCCB-1300	FCC Services commissioning	15	21-Feb-23	10-Mar-23	418																				
<b>Finishes &amp; Furniture</b>		<b>28</b>	<b>06-Mar-23</b>	<b>15-Apr-23</b>	<b>395</b>																				
602-FCCB-1320	FCC Furniture & Finishes Gl	20	06-Mar-23	31-Mar-23	403																				
602-FCCB-1330	FCC Furniture & Finishes L1	20	18-Mar-23	15-Apr-23	395																				
<b>Completion</b>		<b>17</b>	<b>17-Apr-23</b>	<b>11-May-23</b>	<b>395</b>																				
602-FCCB-1340	FCC Completion and Certification	17	17-Apr-23	11-May-23	395																				
<b>Car park</b>		<b>129</b>	<b>15-Oct-24</b>	<b>06-May-25</b>	<b>122</b>																				
<b>FCC Carpark - Site Establishment</b>		<b>16</b>	<b>15-Oct-24</b>	<b>07-Nov-24</b>	<b>122</b>																				
602-FCCC-1000	FCC Carpark - Establish Site including Hoardings & Accomodation	11	15-Oct-24	28-Oct-24	122																				
602-FCCC-1010	FCC Carpark - Site Preparation/Demolition	5	29-Oct-24	07-Nov-24	122																				
<b>FCC Carpark - Site Services</b>		<b>10</b>	<b>08-Nov-24</b>	<b>21-Nov-24</b>	<b>205</b>																				
602-FCCC-1020	FCC Carpark - Install Comms & Elec Conduits along North Portal A	10	08-Nov-24	21-Nov-24	205																				
<b>FCC Carpark - Structures</b>		<b>52</b>	<b>08-Nov-24</b>	<b>06-Feb-25</b>	<b>128</b>																				
602-FCCC-1030	FCC Carpark - FRP Footing - RW4 - Pour1 (Including Excavation &	10	08-Nov-24	21-Nov-24	122																				
602-FCCC-1040	FCC Carpark - FRP Footing - RW4 - Pour2 (Including Excavation &	6	22-Nov-24	28-Nov-24	122																				
602-FCCC-1050	FCC Carpark - FRP Footing - RW5 - Pour 1	4	29-Nov-24	05-Dec-24	122																				
602-FCCC-1080	FCC Carpark - Ground - Install Precast Panels to RW4	10	06-Dec-24	17-Dec-24	128																				
602-FCCC-1060	FCC Carpark - Excavation for RW6 & RW7	5	06-Dec-24	11-Dec-24	140																				
602-FCCC-1070	FCC Carpark - FRP Footing - RW6 & RW7 - Pour1	5	12-Dec-24	17-Dec-24	140																				
602-FCCC-1100	FCC Carpark - Ground - Install Precast Panels to RW5	12	18-Dec-24	21-Jan-25	128																				
602-FCCC-1120	FCC Carpark - Ground - Install Precast Panels to RW6 & RW7	10	23-Jan-25	06-Feb-25	128																				
<b>FCC Carpark - Civil Works &amp; Commissioning</b>		<b>93</b>	<b>06-Dec-24</b>	<b>06-May-25</b>	<b>122</b>																				
602-FCCC-1090	FCC Carpark - Install Subsoil Drainage & Inground Services	15	06-Dec-24	24-Dec-24	122																				
602-FCCC-1110	FCC Carpark - FRP Kerbs & Footing	9	13-Jan-25	24-Jan-25	122																				

■ Actual Work     ■ Critical Remaining Work  
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Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
602-FCCC-1130	FCC Carpark - Construct CR Subbase & Concrete Footpath	9	28-Jan-25	07-Feb-25	122																	
602-FCCC-1170	FCC Carpark - Earth Mounding up to Precast Retaining Wall	55	07-Feb-25	29-Apr-25	128																	
602-FCCC-1140	FCC Carpark - FRP Pavement / Install Asphalt Pavement & Melal \	20	08-Feb-25	05-Mar-25	122																	
602-FCCC-1160	FCC Carpark - Install Lighting & Security etc.	20	06-Mar-25	01-Apr-25	122																	
602-FCCC-1150	FCC Carpark - Other Civil Works & Defects Rectification	11	06-Mar-25	21-Mar-25	131																	
602-FCCC-1180	FCC Carpark - Services Commission & Test	20	03-Apr-25	06-May-25	122																	
<b>ATCR Building</b>		<b>261</b>	<b>21-Oct-21</b>	<b>20-Oct-22</b>	<b>786</b>																	
601-ATCR-1000	ATCR building - Notification	182	21-Oct-21	20-Apr-22	558																	
601-ATCR-1010	ATCR building - Site Establishment	8	05-Apr-22*	26-Apr-22	374																	
601-ATCR-1020	ATCR building - Demolition	14	26-Apr-22	13-May-22	374																	
601-ATCR-1030	ATCR building - Services Rough in (Fire - Hydraulic)	10	14-May-22	26-May-22	394																	
601-ATCR-1040	ATCR building - Services Rough in (Mech - Elec - Comms)	10	27-May-22	07-Jun-22	394																	
601-ATCR-1050	ATCR building - Wall framing	10	09-Jun-22	23-Jun-22	394																	
601-ATCR-1060	ATCR building - Secondary rough in	5	24-Jun-22	30-Jun-22	399																	
601-ATCR-1070	ATCR building - Wall lining	10	24-Jun-22	07-Jul-22	394																	
601-ATCR-1080	ATCR building - Fitout Celings	10	08-Jul-22	20-Jul-22	394																	
601-ATCR-1110	ATCR building - Install Joinery & Wallboard	20	21-Jul-22	16-Aug-22	404																	
601-ATCR-1090	ATCR building - Fitout (Floors - Doors)	10	21-Jul-22	02-Aug-22	394																	
601-ATCR-1140	ATCR building - Mechanical /Electrical Plant - Installation	30	04-Aug-22	10-Sep-22	394																	
601-ATCR-1100	ATCR building - Services Fit off	10	04-Aug-22	16-Aug-22	414																	
601-ATCR-1130	ATCR building - Services (Fire - Hydraulic) Commissioning	10	17-Aug-22	29-Aug-22	415																	
601-ATCR-1120	ATCR building - Finishes & Furniture	7	17-Aug-22	25-Aug-22	789																	
601-ATCR-1150	ATCR building - Services (Comms - Mech - Elec) Commissioning	11	12-Sep-22	26-Sep-22	394																	
601-ATCR-1160	ATCR building - Certificate of Occupancy Obtained	17	27-Sep-22	20-Oct-22	765																	
<b>Maintenance Building</b>		<b>233</b>	<b>21-Dec-22</b>	<b>11-Nov-23</b>	<b>510</b>																	
603-NPMB-1000	Maintenance building - Site Establishment	15	21-Dec-22	31-Jan-23	186																	
603-NPMB-1010	Maintenance building - Demolition	10	01-Feb-23	11-Feb-23	186																	
603-NPMB-1020	Maintenance building - Excavation	7	14-Feb-23	21-Feb-23	186																	
603-NPMB-1040	Maintenance building - Retaining Walls	11	22-Feb-23	07-Mar-23	207																	
603-NPMB-1030	Maintenance building - Foundations & Civil for ground slabGrid D-G	10	23-Feb-23	07-Mar-23	186																	
603-NPMB-1050	Maintenance building - Foundations & Civil for ground slab Grid A-E	12	08-Mar-23	24-Mar-23	195																	
603-NPMB-1060	Maintenance building - Ground slab Grid D-G	12	08-Mar-23	24-Mar-23	207																	
603-NPMB-1070	Maintenance building - Ground slab Grid A-D	12	25-Mar-23	13-Apr-23	195																	
603-NPMB-1080	Maintenance building - Structure Structural Steel	13	14-Apr-23	02-May-23	195																	
603-NPMB-1100	Maintenance building - Structure Plant Platform	17	04-May-23	25-May-23	516																	
603-NPMB-1090	Maintenance building - Structure Roof Cladding	10	04-May-23	16-May-23	195																	
603-NPMB-1130	Maintenance building - Structure Precast & Glazed panels	36	04-May-23	21-Jun-23	585																	
603-NPMB-1110	Maintenance building - Services Rough in (Mech - Elec - Fire - Hydr	16	17-May-23	05-Jun-23	195																	
603-NPMB-1120	Maintenance building - Fitout Walls	18	26-May-23	20-Jun-23	516																	
603-NPMB-1140	Maintenance building - Services Secondary Rough-In	10	06-Jun-23	21-Jun-23	195																	
603-NPMB-1150	Maintenance building - Fitout Ceiling	30	21-Jun-23	29-Jul-23	516																	
603-NPMB-1160	Maintenance building - Services Fit off	48	22-Jun-23	23-Aug-23	195																	
603-NPMB-1190	Maintenance building - MSB installation	30	31-Jul-23	07-Sep-23	516																	
603-NPMB-1180	Maintenance building - Mechanical Plant installation	30	31-Jul-23	07-Sep-23	516																	
603-NPMB-1170	Maintenance building - Fitout (Floors - Doors)	23	31-Jul-23	29-Aug-23	516																	
603-NPMB-1210	Maintenance building - Services City Water Connections	35	24-Aug-23	10-Oct-23	502																	
603-NPMB-1220	Maintenance building - Services (Mech - Elec - Fire - Hydraulic) Con	40	24-Aug-23	18-Oct-23	497																	
603-NPMB-1200	Maintenance building - Finishes & Furniture	17	30-Aug-23	20-Sep-23	516																	

■ Actual Work    
 ■ Critical Remaining Work  
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WGTP Reset Program  
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Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
603-NPMB-1230	Maintenance building - Certificate of Occupancy Obtained	17	19-Oct-23	11-Nov-23	497																		
<b>Incident Response building West</b>		127	20-Oct-22	14-Apr-23	492																		
600-TSIS-1000	West 2nd Incident Response Building - Site Establishment	10	20-Oct-22	05-Nov-22	459					■													
600-TSIS-1010	West 2nd Incident Response Building - Foundations & Civils	10	07-Nov-22	19-Nov-22	459					■													
600-TSIS-1020	West 2nd Incident Response Building - Ground slab	8	21-Nov-22	29-Nov-22	481					■													
600-TSIS-1030	West 2nd Incident Response Building - Structure Precast panels	5	30-Nov-22	06-Dec-22	481					■													
600-TSIS-1040	West 2nd Incident Response Building - Structure Roof	10	07-Dec-22	17-Dec-22	481					■													
600-TSIS-1050	West 2nd Incident Response Building - Structure Roof Cladding	10	19-Dec-22	17-Jan-23	481					■													
600-TSIS-1060	West 2nd Incident Response Building - Services Rough in (Mech - I	18	18-Jan-23	11-Feb-23	481					■													
600-TSIS-1070	West 2nd Incident Response Building - Fitout (Walls - Windows - Ce	12	14-Feb-23	28-Feb-23	481					■													
600-TSIS-1110	West 2nd Incident Response Building - Equipment installation	10	01-Mar-23	15-Mar-23	485					■													
600-TSIS-1080	West 2nd Incident Response Building - Services Mechanical Plant i	6	01-Mar-23	07-Mar-23	489					■													
600-TSIS-1100	West 2nd Incident Response Building - Fitout (Floors - Doors)	10	01-Mar-23	15-Mar-23	481					■													
600-TSIS-1090	West 2nd Incident Response Building - Fitout Services Fit off	10	01-Mar-23	15-Mar-23	485					■													
600-TSIS-1120	West 2nd Incident Response Building - Services (Mech - Elec - Fire	5	16-Mar-23	21-Mar-23	485					■													
600-TSIS-1130	West 2nd Incident Response Building - Finishes & Furniture	9	16-Mar-23	25-Mar-23	481					■													
600-TSIS-1140	West 2nd Incident Response Building - Certificate of Occupancy OI	12	27-Mar-23	14-Apr-23	481					■													
<b>Tech shelter 02 West</b>		104	04-Feb-23	29-Jun-23	457																		
600-TS02-1000	TP2 - Tech Shelter - Site Establishment	10	04-Feb-23*	16-Feb-23	427					■													
600-TS02-1010	TP2 - Tech Shelter - Building Foundations & Civils	10	17-Feb-23	02-Mar-23	427					■													
600-TS02-1020	TP2 - Tech Shelter - Ground slab	7	03-Mar-23	10-Mar-23	447					■													
600-TS02-1030	TP2 - Tech Shelter - Building Structure (Facade & Steel)	7	15-Mar-23	22-Mar-23	447					■													
600-TS02-1040	TP2 - Tech Shelter - Building Structure Roof	7	23-Mar-23	30-Mar-23	447					■													
600-TS02-1050	TP2 - Tech Shelter - Building Services Rough in (Mech - Elec - Fire	7	31-Mar-23	13-Apr-23	447					■													
600-TS02-1060	TP2 - Tech Shelter - Building Fitout (Walls - Windows - Ceiling)	4	14-Apr-23	18-Apr-23	447					■													
600-TS02-1080	TP2 - Tech Shelter - Building Services Mechanical Plant installation	10	19-Apr-23	04-May-23	447					■													
600-TS02-1070	TP2 - Tech Shelter - Building Fitout Services Fit off	6	19-Apr-23	28-Apr-23	466					■													
600-TS02-1100	TP2 - Tech Shelter - Building Equipment installation	10	05-May-23	17-May-23	447					■													
600-TS02-1090	TP2 - Tech Shelter - Building Fitout (Floors - Doors)	10	05-May-23	17-May-23	462					■													
600-TS02-1120	TP2 - Tech Shelter - Building Services (Mech - Elec - Fire - Hydraulic	19	18-May-23	14-Jun-23	447					■													
600-TS02-1110	TP2 - Tech Shelter - Building Finishes & Furniture	4	18-May-23	23-May-23	462					■													
600-TS02-1130	TP2 - Tech Shelter - Certificate of Occupancy Obtained	12	15-Jun-23	29-Jun-23	447					■													
<b>Tech shelter 03 West</b>		102	10-Jul-23	28-Nov-23	498																		
600-TS03-1000	TP3 - Techshelter - Site Establishment	10	10-Jul-23*	22-Jul-23	331					■													
600-TS03-1010	TP3 - Tech Shelter - Building Foundations & Civils	10	24-Jul-23	04-Aug-23	331					■													
600-TS03-1020	TP3 - Tech Shelter - Ground slab	7	05-Aug-23	15-Aug-23	347					■													
600-TS03-1030	TP3 - Tech Shelter - Building Structure (Facade & Steel)	7	16-Aug-23	23-Aug-23	347					■													
600-TS03-1040	TP3 - Tech Shelter - Building Structure Roof	7	24-Aug-23	01-Sep-23	347					■													
600-TS03-1050	TP3 - Tech Shelter - Building Services Rough in (Mech - Elec - Fire	8	02-Sep-23	13-Sep-23	347					■													
600-TS03-1060	TP3 - Tech Shelter - Building Fitout (Walls - Windows - Ceiling)	4	14-Sep-23	18-Sep-23	347					■													
600-TS03-1080	TP3 - Tech Shelter - Building Services Mechanical Plant installation	10	19-Sep-23	03-Oct-23	347					■													
600-TS03-1070	TP3 - Tech Shelter - Building Fitout Services Fit off	6	19-Sep-23	25-Sep-23	503					■													
600-TS03-1100	TP3 - Tech Shelter - Building Equipment installation	10	04-Oct-23	17-Oct-23	347					■													
600-TS03-1090	TP3 - Tech Shelter - Building Fitout (Floors - Doors)	10	04-Oct-23	17-Oct-23	499					■													
600-TS03-1120	TP3 - Tech Shelter - Building Services (Mech - Elec - Fire - Hydraulic	19	18-Oct-23	13-Nov-23	347					■													
600-TS03-1110	TP3 - Tech Shelter - Building Finishes & Furniture	4	18-Oct-23	21-Oct-23	499					■													
600-TS03-1130	TP3 - Tech Shelter - Certificate of Occupancy Obtained	12	14-Nov-23	28-Nov-23	484					■													
<b>Tech shelter 05 East</b>		100	01-Jul-23	18-Nov-23	356																		

■ Actual Work ■ Critical Remaining Work  
 ■ Remaining Work ◆ Milestone

WGTP Reset Program  
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Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
600-TS05-1000	TP5 - Techshelter - Site Establishment	10	01-Jul-23	14-Jul-23	327																		
600-TS05-1010	TP5 - Tech Shelter - Building Foundations & Civils	10	15-Jul-23	28-Jul-23	327																		
600-TS05-1020	TP5 - Tech Shelter - Ground slab	7	29-Jul-23	05-Aug-23	342																		
600-TS05-1030	TP5 - Tech Shelter - Building Structure (Facade & Steel)	7	07-Aug-23	16-Aug-23	342																		
600-TS05-1040	TP5 - Tech Shelter - Building Structure Roof	7	17-Aug-23	24-Aug-23	342																		
600-TS05-1050	TP5 - Tech Shelter - Building Services Rough in (Mech - Elec - Fire -	7	25-Aug-23	02-Sep-23	342																		
600-TS05-1060	TP5 - Tech Shelter - Building Fitout (Walls - Windows - Ceiling)	4	04-Sep-23	08-Sep-23	342																		
600-TS05-1080	TP5 - Tech Shelter - Building Services Mechanical Plant installation	10	09-Sep-23	21-Sep-23	342																		
600-TS05-1070	TP5 - Tech Shelter - Building Fitout Services Fit off	6	09-Sep-23	16-Sep-23	361																		
600-TS05-1100	TP5 - Tech Shelter - Building Equipment installation	10	22-Sep-23	06-Oct-23	342																		
600-TS05-1090	TP5 - Tech Shelter - Building Fitout (Floors - Doors)	10	22-Sep-23	06-Oct-23	357																		
600-TS05-1120	TP5 - Tech Shelter - Building Services (Mech - Elec - Fire - Hydraulic	19	07-Oct-23	31-Oct-23	342																		
600-TS05-1110	TP5 - Tech Shelter - Building Finishes & Furniture	4	07-Oct-23	12-Oct-23	357																		
600-TS05-1130	TP5 - Tech Shelter - Certificate of Occupancy Obtained	12	01-Nov-23	18-Nov-23	342																		
<b>WGTP 700 - Precast</b>		479	06-May-19,	11-Feb-23	1012																		
<b>Tunnel Segments</b>		430	06-May-19,	24-Dec-22	1061																		
700-TU-1000	Tunnel segments Type 1	430	06-May-19,	24-Dec-22	1061																		
700-TU-1010	Tunnel invert	430	23-May-19,	24-Dec-22	1061																		
<b>Matchcast</b>		367	02-Dec-19 A	22-Oct-22	1124																		
700-MC-1150	Upper capitals - Type 1A & 1B	124	02-Dec-19 A	21-Feb-22	1367																		
700-MC-1110	Columns - 2.3m, 2.8, 3.0m 3.3m dia	220	13-Jan-20 A	28-May-22	1271																		
700-MC-1000	Matchcast Type A field	327	10-Feb-20 A	12-Sep-22	1164																		
700-MC-1100	Columns - 2.5m dia	0	10-Feb-20 A	19-Aug-21 A																			
700-MC-1010	Matchcast Type A deviator	321	07-Apr-20 A	06-Sep-22	1170																		
700-MC-1060	Matchcast Type B field	344	13-May-20,	29-Sep-22	1147																		
700-MC-1070	Matchcast Type B deviator	338	05-Jun-20 A	23-Sep-22	1153																		
700-MC-1120	Crossheads mould 1	122	15-Jun-20 A	19-Feb-22	1369																		
700-MC-1020	Matchcast Type A pier	344	16-Jul-20 A	29-Sep-22	1147																		
700-MC-1140	Crossheads mould 2	181	29-Aug-20 A	19-Apr-22	1310																		
700-MC-1090	Columns - 2.0m dia	58	02-Sep-20 A	17-Dec-21	1433																		
700-MC-1130	Crossheads timber mould	367	04-Nov-20 A	22-Oct-22	1124																		
700-MC-1160	Upper capitals - Type 2A	150	24-Feb-21 A	19-Mar-22	1341																		
700-MC-1030	Matchcast Type E field	204	26-Feb-21 A	12-May-22	1287																		
700-MC-1040	Matchcast Type E deviator	194	01-Apr-21 A	02-May-22	1297																		
700-MC-1050	Matchcast Type E pier	365	18-Oct-21 A	20-Oct-22	1126																		
700-MC-1080	Matchcast Type B pier	313	26-Nov-21*	04-Oct-22	1142																		
<b>General Precast</b>		479	22-Oct-19 A	11-Feb-23	1012																		
700-PCB-1060	Barriers	0	22-Oct-19 A	23-Oct-21 A																			
700-PCB-1070	Parapets	58	27-Nov-19 A	17-Dec-21	1433																		
700-PCB-1080	Noise walls	52	16-Jan-20 A	11-Dec-21	1439																		
700-PCB-1030	Super T 1500mm	334	01-Sep-20 A	19-Sep-22	1157																		
700-PCB-1010	Smoke ducts	374	06-Feb-21 A	29-Oct-22	1117																		
700-PCB-1000	Road decks	479	27-Mar-21 A	11-Feb-23	1012																		
700-PCB-1040	Super T 1800mm	223	28-May-21,	31-May-22	1268																		
700-PCB-1050	Bridge planks	374	10-Sep-21 A	29-Oct-22	1117																		
700-PCB-1020	Transfloors	284	21-Dec-21*	30-Sep-22	1146																		
<b>External Precast</b>		0	21-Oct-21	21-Oct-21	1491																		
700-PCE-1000	Tunnel portals RD & SD panels - external	0	21-Oct-21	21-Oct-21	1491																		

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025				
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
700-PCE-1010	Tunnel portals roof panels - external	0	21-Oct-21	21-Oct-21	1491																	
700-PCE-1020	Ttransfloor - external ON HOLD - NO START DATE	0	21-Oct-21	21-Oct-21	1491																	
700-PCE-1030	Super T 1000mm - external	0	21-Oct-21	21-Oct-21	1491																	
700-PCE-1040	Super T 1200mm - external	0	21-Oct-21	21-Oct-21	1491																	
700-PCE-1050	Super T 1500mm - external	0	21-Oct-21	21-Oct-21	1491																	
700-PCE-1060	Super T 1800mm - external	0	21-Oct-21	21-Oct-21	1491																	
700-PCE-1070	Barriers - external	0	21-Oct-21	21-Oct-21	1491																	
700-PCE-1080	Noise walls - external	0	21-Oct-21	21-Oct-21	1491																	
700-PCE-1090	Bridge planks - external	0	21-Oct-21	21-Oct-21	1491																	
700-PCE-1100	Super T 750mm - external	0	21-Oct-21	21-Oct-21	1491																	



WGTP Reset Program  
 Level 3-4 Summary



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
<b>WGTP Reset Program Oct21 Submission 03</b>						1065	17-Nov-17 A	19-Nov-25	0												
<b>WGTP 100 - Project Wide</b>						1065	17-Nov-17 A	19-Nov-25	0												
<b>Forecast Completion Milestones</b>						546	22-May-24	19-Nov-25	0												
100-FCMS-1010	Forecast of FCC Completion (Freeway Control Centre)	0		22-May-24	181																
100-FCMS-1020	Forecast of RSS Completion (Roadside Systems)	0		16-Apr-25	156																
100-FCMS-1030	Forecast of OMCS Completion (Operations Management and Cont	0		20-Jul-25	0																
100-FCMS-1040	Westgate Tunnel Project Completion notification	25	21-Jul-25	14-Aug-25	97																
100-FCMS-1000	WGTP Forecast Completion	0		19-Nov-25*	0																
<b>Contingencies</b>						617	21-Sep-21 A	21-Jul-25	122												
100-CTG-1210	SD21 - WGTP shutdown 2021	0	21-Sep-21 A	04-Oct-21 A																	
100-CTG-1010	D&C Program Subzone 201 - M80 Contingency (PW-ML-1160)	0	12-Nov-23	12-Nov-23	714																
100-CTG-1040	D&C Program Subzone 202 Contingency (PW-ML-1150)	0	25-Dec-24	25-Dec-24	94																
100-CTG-1020	D&C Program RSS Contingency (RSS-1090)	0	17-Jan-25	17-Jan-25	154																
100-CTG-1250	Contractors Contingency	86	22-Feb-25	18-May-25	0																
100-CTG-1240	Shared Contingency	0	22-Feb-25	22-Feb-25	0																
100-CTG-1000	D&C Program Tunnel Contingency (PCMS-1110)	0	22-Feb-25	22-Feb-25	86																
100-CTG-1030	D&C Program Subzone 203 Contingency (PW-ML-1140)	0	23-May-25	23-May-25	156																
100-CTG-1190	Restored Tunnel Contingency (PCMS-1150)	0	21-Jul-25	21-Jul-25	122																
100-CTG-1060	Disruption due to community backlash: State contingency	0	21-Jul-25	21-Jul-25	122																
100-CTG-1160	Supplementary SRA Contractor's Contingency OMCS/WGT Compl	0	21-Jul-25	21-Jul-25	122																
100-CTG-1180	D&C Program OMCS Contingency (PCMS-1140)	0	21-Jul-25	21-Jul-25	122																
<b>Key Milestones</b>						884	17-Nov-17 A	20-Jul-25	70												
100-KMS-1000	WGTP start	0	17-Nov-17 A																		
100-KMS-1020	Stockpile Spoil Receiver Site Ready	0		02-Dec-20 A																	
100-KMS-1110	Forecast date for spoil receiver readiness	0		28-Feb-22*	2																
100-KMS-1030	OB TBM1 start	0	01-Mar-22		2																
100-KMS-1100	Start of FCC building	0	11-Mar-22		484																
100-KMS-1060	Forecast of Zone 400 East Completion (excl Dynon Road & Bridge	0		24-Feb-25	244																
100-KMS-1050	Forecast of Zone 300 Tunnels Completion	0		25-Feb-25	242																
100-KMS-1120	Forecast of Zone 400 East Completion (all inclusive)	0		14-Mar-25	225																
100-KMS-1080	Forecast of Zone 600 Buildings Completion	0		06-May-25	172																
100-KMS-1040	Forecast of Zone 200 West Completion	0		23-May-25	156																
100-KMS-1070	Forecast of Zone 500 MEIC Completion	0		20-Jul-25	97																
<b>Notifications</b>						546	23-May-24	19-Nov-25	0												
100-FCC-1000	FCC Completion notification (12 months)	365	23-May-24	22-May-25	181																
100-RSS-1000	RSS Completion notification (2 months)	61	17-Apr-25	16-Jun-25	156																
100-OMCS-1000	**GS OMCS Completion notification	122	21-Jul-25	19-Nov-25	0																
<b>Interface Milestones H/O to</b>						809	25-Aug-20 A	27-Nov-24	230												
<b>West</b>						598	28-Nov-20 A	24-Jul-24	92												
<b>Tunnel</b>						336	25-Aug-20 A	10-Oct-24	264												
<b>East</b>						0	11-Apr-24	11-Apr-24	177												
<b>MEIC</b>						781	30-Nov-21	27-Nov-24	122												
<b>Buildings</b>						776	09-Sep-21 A	12-Oct-24	134												
<b>Schedule 4 - Annexure 1 (Prolongation Costs Activity Items)</b>						1491	11-Dec-17 A	19-Nov-25	0												
<b>Support Office</b>						1491	21-Dec-17 A	19-Nov-25	0												
<b>Design Office</b>						0	11-Dec-17 A	30-Jun-19 A													
<b>Construction support services</b>						1310	30-Jun-19 A	22-May-25	156												

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone



WGTP Reset Program  
Level 3-4 Summary



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025							
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
	<b>Tunnel</b>	1369	22-Jan-18 A	20-Jul-25	122																				
	East side works	1241	19-Jan-18 A	14-Mar-25	225																				
	Westgate	1310	28-Mar-18 A	22-May-25	156																				
	Project wide	1153	11-Mar-22	06-May-25	172																				
	<b>WGTP 200 - West</b>	<b>936</b>	<b>10-Apr-18 A</b>	<b>22-May-25</b>	<b>129</b>																				
	<b>Key Procurement Packages</b>	<b>348</b>	<b>15-Oct-20 A</b>	<b>20-Feb-23</b>	<b>641</b>																				
	Landscaping	137	15-Feb-21 A	29-Apr-22	475	█	█	█	█	█															
	Gantry Fabrication	326	15-Oct-20 A	20-Feb-23	339	█	█	█	█	█	█	█	█	█	█	█									
	Bridge 25 SUP Truss Procurement	223	20-Sep-21 A	15-Sep-22	709	█	█	█	█	█	█	█	█	█	█	█	█								
	<b>Subzone 201</b>	<b>537</b>	<b>09-May-18</b>	<b>11-Nov-23</b>	<b>510</b>																				
	201 Utility Relocations	99	09-May-18	08-Mar-22	303	█	█	█	█	█															
	201 Structures Works	347	18-Sep-20 A	18-Feb-23	700	█	█	█	█	█	█	█	█	█	█	█									
	201 Inbound Civil Works	491	11-Jan-21 A	07-Sep-23	370	█	█	█	█	█	█	█	█	█	█	█	█								
	201 Outbound Civil Works	489	22-Apr-21 A	05-Sep-23	372	█	█	█	█	█	█	█	█	█	█	█	█								
	201 Completions	452	17-Feb-22	11-Nov-23	510		█	█	█	█	█	█	█	█	█	█	█								
	<b>Subzone 202A</b>	<b>865</b>	<b>10-Apr-18 A</b>	<b>12-Feb-25</b>	<b>200</b>																				
	202A Bridge Structures	770	10-Apr-18 A	19-Oct-24	283	█		█		█		█		█		█		█		█		█		█	
	202A West WGF Widening & Reconstruction - Kororoit Creek to Rosala	853	24-Jul-18 A	12-Feb-25	182		█	█	█	█			█	█	█	█					█	█	█	█	
	202A East WGF Widening & Reconstruction - Rosala to Kyle Rd	865	10-Apr-18 A	12-Feb-25	182	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	<b>Subzone 202B</b>	<b>865</b>	<b>13-Jun-18 A</b>	<b>12-Feb-25</b>	<b>182</b>																				
	202B Major Utility Relocations	0	19-Jan-19 A	04-Feb-21 A	204																				
	202B Bridge Structures	843	05-Oct-18 A	13-Jan-25	204	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	202B West WGF Widening & Reconstruction - Kyle Rd to Muir St.	865	13-Jun-18 A	12-Feb-25	62	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	202B East WGF Widening & Reconstruction - Muir St. to Williamstown Rd	865	13-Jun-18 A	12-Feb-25	182	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	<b>Subzone 203</b>	<b>936</b>	<b>12-Nov-18 A</b>	<b>22-May-25</b>	<b>129</b>																				
	203 Major Utility Relocations	336	12-Nov-18 A	02-Feb-23	676	█	█	█	█	█															
	Bridge 30 - Ramp H1 - Hyde St Eastbound Exit Ramp	608	24-Apr-20 A	30-Jul-24	291	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Bridge 31 - Ramp H2 - Hyde St - Westbound On-Ramp	936	04-Dec-19 A	22-May-25	111	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Bridge 32 - SUP Over Stony Creek	601	01-Apr-20 A	08-Feb-24	446	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	<b>Completions 202</b>	<b>819</b>	<b>09-May-20</b>	<b>10-Dec-24</b>	<b>246</b>																				
	Noise Walls	600	05-Oct-20 A	18-Jul-24	299	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Freeway Ramp Works	796	15-Sep-20 A	07-Nov-24	68	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Local Road Works	703	09-May-20	01-Jul-24	344	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Project Co. ITS Works	683	07-Dec-20 A	25-Nov-24	70	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Federation Trail SUP	226	01-Dec-21	13-Dec-22	475		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Maintenance Path	216	11-Jan-22	19-Dec-22	434		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Fencing	203	22-Mar-22	23-Feb-23	434		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Landscaping	814	18-Oct-21 A	10-Dec-24	78	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	<b>WGTP 300 - Tunnel</b>	<b>874</b>	<b>30-Jan-20 A</b>	<b>25-Feb-25</b>	<b>191</b>																				
	<b>Subzone 303 - Northern Portal</b>	<b>874</b>	<b>15-May-20</b>	<b>25-Feb-25</b>	<b>191</b>																				
	Cut & Cover and Dive Structure	707	15-May-20	05-Jul-24	358	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Tunnel Plant Demobilisation	515	22-Oct-22	12-Oct-24	270																				
	North Portal Surface Works	816	09-Nov-20 A	25-Feb-25	173	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	<b>Subzone 302 - Tunnel Section</b>	<b>802</b>	<b>07-Jul-20 A</b>	<b>16-Nov-24</b>	<b>245</b>																				
	Outbound Tunnel Excavation	603	01-Mar-22	24-Oct-23	2																				
	Inbound Tunnel Excavation	447	01-Mar-22	21-May-23	79		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Oubound Tunnel BEW	802	08-Sep-20 A	16-Nov-24	245	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

█ Actual Work    █ Critical Remaining Work  
█ Remaining Work    ◆ Milestone

TASK filter: WBS Constraint.

WGTP Reset Program  
Level 3-4 Summary



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
<b>Inbound Tunnel BEW</b>						[Gantt bars for Inbound Tunnel BEW]															
<b>Cross Passages</b>						[Gantt bars for Cross Passages]															
<b>Egress Passages &amp; Maintenance Egress Route</b>						[Gantt bars for Egress Passages & Maintenance Egress Route]															
<b>Smoke Duct Crossovers</b>						[Gantt bars for Smoke Duct Crossovers]															
<b>Low-Point Sump</b>						[Gantt bars for Low-Point Sump]															
<b>Tunnel Services Cross Bores</b>						[Gantt bars for Tunnel Services Cross Bores]															
<b>Subzone 301 - Inbound South Portal</b>						[Gantt bars for Subzone 301 - Inbound South Portal]															
<b>Piling &amp; Excavation</b>						[Gantt bars for Piling & Excavation]															
<b>Temporary Gantry Crane, TBM Breakthrough &amp; Disassembly</b>						[Gantt bars for Temporary Gantry Crane, TBM Breakthrough & Disassembly]															
<b>Permanent Structures</b>						[Gantt bars for Permanent Structures]															
<b>Subzone 301 - Outbound South Portal</b>						[Gantt bars for Subzone 301 - Outbound South Portal]															
<b>Excavation</b>						[Gantt bars for Excavation]															
<b>TBM Breakthrough &amp; Disassembly</b>						[Gantt bars for TBM Breakthrough & Disassembly]															
<b>Permanent Structures</b>						[Gantt bars for Permanent Structures]															
<b>External Civils</b>						[Gantt bars for External Civils]															
<b>WGTP 400 - East</b>						[Gantt bars for WGTP 400 - East]															
<b>Sub Zone 401</b>						[Gantt bars for Sub Zone 401]															
<b>401 - Utilities</b>						[Gantt bars for 401 - Utilities]															
<b>401 - Maribyrnong River - Flood Mitigation</b>						[Gantt bars for 401 - Maribyrnong River - Flood Mitigation]															
<b>Bridge 50 - Maribyrnong River Bridge</b>						[Gantt bars for Bridge 50 - Maribyrnong River Bridge]															
<b>Bridge 51 - Ramp P1</b>						[Gantt bars for Bridge 51 - Ramp P1]															
<b>Bridge 52 - Ramp P2</b>						[Gantt bars for Bridge 52 - Ramp P2]															
<b>Bridge 53 - Mackenzie Road</b>						[Gantt bars for Bridge 53 - Mackenzie Road]															
<b>Bridge 55 - Veloway Connection (Northern Portal Interface)</b>						[Gantt bars for Bridge 55 - Veloway Connection (Northern Portal Interface)]															
<b>401 - Completion</b>						[Gantt bars for 401 - Completion]															
<b>Sub Zone 402</b>						[Gantt bars for Sub Zone 402]															
<b>402 - Utilities</b>						[Gantt bars for 402 - Utilities]															
<b>Bridge 60 - C1 C2 Elevated Viaduct</b>						[Gantt bars for Bridge 60 - C1 C2 Elevated Viaduct]															
<b>Bridge 61 - Ramp P3</b>						[Gantt bars for Bridge 61 - Ramp P3]															
<b>Bridge 62 - Ramp P4</b>						[Gantt bars for Bridge 62 - Ramp P4]															
<b>Bridge 63 - Veloway</b>						[Gantt bars for Bridge 63 - Veloway]															
<b>402 - Completion</b>						[Gantt bars for 402 - Completion]															
<b>Sub Zone 403</b>						[Gantt bars for Sub Zone 403]															
<b>MOT Realignment</b>						[Gantt bars for MOT Realignment]															
<b>Bridge 70 - Ramp C2</b>						[Gantt bars for Bridge 70 - Ramp C2]															
<b>Bridge 71 - Ramp D1/D2</b>						[Gantt bars for Bridge 71 - Ramp D1/D2]															
<b>Bridge 72 - Ramp C1</b>						[Gantt bars for Bridge 72 - Ramp C1]															
<b>Bridge 73 - Ramp F3</b>						[Gantt bars for Bridge 73 - Ramp F3]															
<b>Bridge 74 - Ramp D1/D2</b>						[Gantt bars for Bridge 74 - Ramp D1/D2]															
<b>Bridge 75 - Veloway connection to Bridge 63</b>						[Gantt bars for Bridge 75 - Veloway connection to Bridge 63]															
<b>Bridge 90 - Footscray Bridge Widening</b>						[Gantt bars for Bridge 90 - Footscray Bridge Widening]															
<b>Bridge 91 - Cable Stay SUP over Fscry</b>						[Gantt bars for Bridge 91 - Cable Stay SUP over Fscry]															
<b>403 - Completion</b>						[Gantt bars for 403 - Completion]															
<b>Sub Zone 404</b>						[Gantt bars for Sub Zone 404]															
<b>Bridge 80 - Bridge over MPC</b>						[Gantt bars for Bridge 80 - Bridge over MPC]															
<b>Bridge 81 - Wurrundjeri Way Extension</b>						[Gantt bars for Bridge 81 - Wurrundjeri Way Extension]															
<b>Bridge 82 - WWE over Dudley St</b>						[Gantt bars for Bridge 82 - WWE over Dudley St]															
<b>Bridge 83 - Dyon Road Widening</b>						[Gantt bars for Bridge 83 - Dyon Road Widening]															

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone

### WGTP Reset Program Level 3-4 Summary



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
	<b>Bridge 84 - SUP over Rail</b>	321	17-Jun-19 A	02-Jun-23	625																		
	<b>Bridge 85 - Rail Pedestrian Access</b>	186	07-Jun-21 A	29-Sep-22	610																		
	<b>Bridge 86 - SUP over MPC</b>	125	14-Feb-23	07-Aug-23	579																		
	<b>404 - Completion</b>	21	23-Oct-24	20-Nov-24	242																		
	<b>Sub Zone 405</b>	867	01-Dec-20 A	14-Mar-25	160																		
	<b>Dynon Road Civil Works</b>	100	06-Feb-24	31-Jul-24	247																		
	<b>Dryburgh Grade Works</b>	100	09-Sep-24	14-Mar-25	125																		
	<b>Ramp F1/F2 At Grade Works</b>	419	01-Dec-20 A	17-Sep-24	219																		
	<b>Footscray Road Civil Works</b>	400	16-May-22	16-May-24	182																		
	<b>Dudley St to Flinders St Upgrade</b>	342	31-Aug-22	24-May-24	153																		
	<b>Bridge 54 - SUP over Whitehall St</b>	845	18-Nov-21	12-Feb-25	182																		
	<b>405 - Completion</b>	0	14-Mar-25	14-Mar-25	125																		
	<b>WGTP 500 - MEIC</b>	843	27-Apr-22	20-Jul-25	45																		
	<b>MEIC Tunnel</b>	575	08-Aug-22	18-Oct-24	127																		
	<b>North Portal</b>	387	27-Apr-23	18-Oct-24	127																		
	<b>Tunnels</b>	623	08-Aug-22	10-Oct-24	58																		
	<b>South Portal</b>	513	28-Oct-22	15-Oct-24	77																		
	<b>MEIC West</b>	740	27-Apr-22	25-Feb-25	58																		
	<b>Sub Zone 202A - M80 Interchange - VicRoads Returned Works (inc. SAT)</b>	489	29-Nov-22	25-Feb-25	49																		
	<b>Sub Zone 202A - Kororoit Creek to Kyle Road</b>	392	05-Oct-22	04-Apr-24	265																		
	<b>Sub Zone 202B - Kyle Road to Williamstown Rd</b>	534	23-Nov-22	19-Feb-25	60																		
	<b>Sub Zone 203 - Hyde St and Ramps</b>	402	18-Nov-22	23-Jul-24	175																		
	<b>Zone 200 - West Backbone Fibre</b>	580	27-Apr-22	07-Sep-24	139																		
	<b>MEIC East</b>	543	19-Aug-22	05-Oct-24	148																		
	<b>Zone 401 - Gantries/ITS</b>	368	19-Aug-22	07-Feb-24	303																		
	<b>Sub Zone 402 - Gantries/ITS</b>	251	29-Jun-23	22-Jun-24	206																		
	<b>Sub Zone 403 - Gantries/ITS</b>	283	29-Aug-23	05-Oct-24	128																		
	<b>Sub Zone 404 - Gantries/ITS</b>	171	14-Jul-23	16-Mar-24	295																		
	<b>Sub Zone 405 - At Grade ITS</b>	30	25-May-24	06-Jul-24	196																		
	<b>MEIC Buildings</b>	319	27-Sep-22	11-Jan-24	342																		
	<b>FCC Building Whitehall Street Traffic Control Room</b>	110	31-Jan-23	01-Jul-23	334																		
	<b>ATCR Building Balston Street Control Centre</b>	128	27-Sep-22	04-Apr-23	394																		
	<b>2nd Incident Room</b>	33	15-Apr-23	30-May-23	481																		
	<b>TP2 Tech Shelter 2</b>	28	21-Nov-23	11-Jan-24	342																		
	<b>TP3 Tech Shelter 3</b>	28	14-Nov-23	18-Dec-23	347																		
	<b>TP5 Tech Shelter 5</b>	28	21-Nov-23	11-Jan-24	342																		
	<b>Maintenance Building</b>	49	22-Jun-23	24-Aug-23	195																		
	<b>RSS</b>	710	05-Jul-22	16-Apr-25	109																		
	<b>RSS - Z - 202 (TP2)</b>	609	16-Aug-22	16-Jan-25	109																		
	<b>RSS - Z - 203 (TP3)</b>	402	05-Jul-22	07-Feb-24	347																		
	<b>RSS - Z - 303 (TP4)</b>	45	27-Apr-23	27-Jun-23	460																		
	<b>RSS - Z - 403 (TP5)</b>	97	27-Feb-24	12-Jul-24	236																		
	<b>RSS Completion &amp; Acceptance</b>	70	17-Jan-25	16-Apr-25	109																		
	<b>MEIC Commissioning</b>	598	05-Apr-23	20-Jul-25	0																		
	<b>Level 2-4 Commissioning East / West</b>	128	30-Aug-24	25-Feb-25	58																		
	<b>Level 2-4 Commissioning Building</b>	483	05-Apr-23	07-Feb-25	70																		
	<b>Energisation Substations</b>	176	30-Jun-24	22-Dec-24	2																		
	<b>Level 2-4 Commissioning Tunnel incl Substations</b>	149	30-Jul-24	21-Feb-25	0																		

Actual Work Remaining Work Critical Remaining Work  
 ◆ ◆ Milestone

TASK filter: WBS Constraint.





WGTP Reset Program  
Level 3-4 Summary



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2022				2023				2024				2025			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
700-MC-1110	Columns - 2.3m, 2.8, 3.0m 3.3m dia	220	13-Jan-20 A	28-May-22	1271	[Bar chart showing work in 2022]															
700-MC-1000	Matchcast Type A field	327	10-Feb-20 A	12-Sep-22	1164	[Bar chart showing work in 2022]															
700-MC-1100	Columns - 2.5m dia	0	10-Feb-20 A	19-Aug-21 A																	
700-MC-1010	Matchcast Type A deviator	321	07-Apr-20 A	06-Sep-22	1170	[Bar chart showing work in 2022]															
700-MC-1060	Matchcast Type B field	344	13-May-20	29-Sep-22	1147	[Bar chart showing work in 2022]															
700-MC-1070	Matchcast Type B deviator	338	05-Jun-20 A	23-Sep-22	1153	[Bar chart showing work in 2022]															
700-MC-1120	Crossheads mould 1	122	15-Jun-20 A	19-Feb-22	1369	[Bar chart showing work in 2022]															
700-MC-1020	Matchcast Type A pier	344	16-Jul-20 A	29-Sep-22	1147	[Bar chart showing work in 2022]															
700-MC-1140	Crossheads mould 2	181	29-Aug-20 A	19-Apr-22	1310	[Bar chart showing work in 2022]															
700-MC-1090	Columns - 2.0m dia	58	02-Sep-20 A	17-Dec-21	1433	[Bar chart showing work in 2022]															
700-MC-1130	Crossheads timber mould	367	04-Nov-20 A	22-Oct-22	1124	[Bar chart showing work in 2022]															
700-MC-1160	Upper capitals - Type 2A	150	24-Feb-21 A	19-Mar-22	1341	[Bar chart showing work in 2022]															
700-MC-1030	Matchcast Type E field	204	26-Feb-21 A	12-May-22	1287	[Bar chart showing work in 2022]															
700-MC-1040	Matchcast Type E deviator	194	01-Apr-21 A	02-May-22	1297	[Bar chart showing work in 2022]															
700-MC-1050	Matchcast Type E pier	365	18-Oct-21 A	20-Oct-22	1126	[Bar chart showing work in 2022]															
700-MC-1080	Matchcast Type B pier	313	26-Nov-21*	04-Oct-22	1142	[Bar chart showing work in 2022]															
<b>General Precast</b>		<b>479</b>	<b>22-Oct-19 A</b>	<b>11-Feb-23</b>	<b>1012</b>																
700-PCB-1060	Barriers	0	22-Oct-19 A	23-Oct-21 A		[Bar chart showing work in 2022]															
700-PCB-1070	Parapets	58	27-Nov-19 A	17-Dec-21	1433	[Bar chart showing work in 2022]															
700-PCB-1080	Noise walls	52	16-Jan-20 A	11-Dec-21	1439	[Bar chart showing work in 2022]															
700-PCB-1030	Super T 1500mm	334	01-Sep-20 A	19-Sep-22	1157	[Bar chart showing work in 2022]															
700-PCB-1010	Smoke ducts	374	06-Feb-21 A	29-Oct-22	1117	[Bar chart showing work in 2022]															
700-PCB-1000	Road decks	479	27-Mar-21 A	11-Feb-23	1012	[Bar chart showing work in 2022]															
700-PCB-1040	Super T 1800mm	223	28-May-21	31-May-22	1268	[Bar chart showing work in 2022]															
700-PCB-1050	Bridge planks	374	10-Sep-21 A	29-Oct-22	1117	[Bar chart showing work in 2022]															
700-PCB-1020	Transfloors	284	21-Dec-21*	30-Sep-22	1146	[Bar chart showing work in 2022]															
<b>External Precast</b>		<b>0</b>	<b>21-Oct-21</b>	<b>21-Oct-21</b>	<b>1491</b>																

■ Actual Work    ■ Critical Remaining Work  
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**Annexure J - Exhibit A (PSR) to the Project Agreement (Attachment A)**

# Road and Bridge Works

## VicRoads non published Reference Documents

### 1. ROAD GEOMETRY

#### 1.1 Provision for Maintenance

The design and construction of the Works must:

- (a) Not diminish access to existing assets;
- (b) Provide suitable access to allow for efficient and safe maintenance of project assets and existing assets.

Maintenance access regimes must be agreed with the relevant Facility Owner.

#### 1.2 Geometric Design

The Works must:

- (a) Be deemed to be located in an urban environment;
- (b) Be designed and constructed to be fully contained within the nominated Lease Area;
- (c) Not include compound or broken back curves, unless otherwise agreed.
- (d) Vertical clearances under road furniture such as signs and lights a minimum of 100 mm greater than the bridge clearances applicable for the route.

### 2. FORMATION

#### 2.1 Batters at Bridge Structures

Where bridges incorporate spill through batters, the batter slope below the abutment must be no steeper than 1.5 (horizontal) to 1.0 (vertical).

### 3. DRAINAGE

#### 3.1 Subsurface Drainage Pipes

All subsurface drainage pipes must be Category 1 with a perforation size of a maximum width of 1.5 mm and a minimum opening area of 150 mm per m<sup>2</sup>.

#### 3.2 Subsurface Drains

All subsurface drainage beneath trafficable areas must have a no fines concrete backfill filter medium.

#### 3.3 Stormwater Pipes

All cross drainage and longitudinal stormwater drainage pipes located within any fill must be rubber ring jointed.

### 3.4 Drainage Pipes under Pavement

All road cross drainage pipes and culverts must be designed such that the top of the drain is at least 200 mm below the underside of pavement, except where capping or selected material are required beneath the pavement. The top of drain must be at least 200 mm below the underside of capping or selected material. The diameter of pipes placed under pavements must be not less than 375 mm and the height of box culverts must be not less than 300 mm.

### 3.5 Free-draining Drainage Systems

All longitudinal, cross drainage and subsurface drainage systems must be free draining to the extent practicable. The incorporation of drainage systems that rely on pumping or siphoning must be minimised.

### 3.6 Drainage Pit Backfill Material

Drainage pits must be backfilled Type A material and, where applicable, pavement material above subgrade level.

### 3.7 Subsurface Drainage

Where subsurface drains are proposed to be installed in expansive materials (i.e. materials with a Plasticity Index greater than 25 and/or swell greater than or equal to 2.5%), the following requirements apply:

- (a) subsurface drainage pipes must not be allowed to come into contact with such materials; and
- (b) not less than 100 mm of capping material must be provided below the floor of the subsurface drainage trench. The capping material shall be compacted and graded to design level.

Where existing subsurface drains are intercepted, an adequate outlet must be provided for the drain. Existing subsurface drains that become redundant must be removed to ensure that water is not trapped.

## 4. PAVEMENTS AND SURFACING

### 4.1 Concrete Paving of Traffic Islands, Medians, and Incidental Areas

Traffic islands and medians must be paved with concrete for a length of not less than 5 metres from each traffic island nose or median nose. Any section of traffic island or median less than 1.0 metre wide between the back of kerbs, or any incidental area between a footpath and the back of kerb less than 1.0 metre wide, must also be paved with concrete.

Concrete paving within traffic islands, medians and incidental areas must consist of 25 MPa concrete not less than 100 mm thick placed on 75 mm layer of 20 mm Class 4 crushed rock bedding, except for areas within 2 metres of the nose of any traffic island or median, which must instead consist of 25 MPa concrete not less than 150 mm thick placed on 75 mm layer of 20 mm Class 4 crushed rock bedding.

### 4.2 Concrete Paving adjacent to Traffic Barriers

The following areas adjacent to traffic barriers shall be paved with 100 mm thick layer of 25 MPa concrete placed on a 75 mm thick layer of 20 mm Class 4 crushed rock bedding:



- (a) the full width between any overlapping median barriers where the width between the traffic barriers is less than or equal to 2.5 metres;
- (b) the full width between any traffic barrier and adjacent road furniture where the width between the traffic barrier and the road furniture is less than or equal to 2.5 metres. The minimum length of this concrete paving shall extend a minimum of 1 metre beyond each end of the road furniture and any length where such concrete paving is within 3 metres of other concrete paving, shall be made continuous;
- (c) the full width between any traffic barrier and the edge of the sealed pavement where the width between the traffic barrier to the edge of the sealed pavement is less than or equal to 3.0 metres.

The concrete paved area shall be shaped to conform to Austroads Guide to Road Design and VicRoads Supplements to AGRD and Road Design Notes. Where the concrete paving adjoins the sealed carriageway, the paving shall match the level of the adjacent shoulder.

## 5. STRUCTURES

### 5.1 Anti-Graffiti Coating

Anti-graffiti coating must be selected from the following list of approved products:

- Guardian
- Enviroshield 'G'
- Hydron 300
- Vand I prufe 206

### 5.2 Drawing Requirements

General Arrangement drawings for all structures must include a statement of the loads for which the structure has been designed using standard terminology in accordance with AS 5100. Where structural components incorporate post tensioned elements, the drawings must clearly state whether the design is based on the use of bonded or unbonded tendons.

### 5.3 Drainage of Voids in Bridge Superstructures

Provision must be made for drainage of voids in structures (e.g. box-girders, super T Beams, T-Roff beams, voided slabs and voids under footway slabs) to prevent pooling of water within the voids.

### 5.4 Box Girder Superstructures

Provision must be made for access for inspection and maintenance of the voids in box girder structures.

### 5.5 Pedestrian Barriers

Pedestrian barriers on bridges over roads must incorporate a 75 mm minimum height kickboard or concrete plinth to prevent accidental dislodgement of objects from the bridge. The gap between the bottom of the balustrade and the top of the kickboard or concrete plinth must not exceed 50 mm.

### 5.6 Provision for Utility Services

Provision must be made for street lighting and/or incident management systems in bridge structures as follows. Where the structure incorporates concrete parapet barriers, 2 No. 90 mm diameter conduits must be provided in each parapet unit. The conduits must be continuous through all units including barrier units on the approach to and departure from the bridge and terminate in a pit 1000 mm deep by 600 mm diameter at each end of the bridge. Where the barrier system extends beyond the bridge, the cable pits must be positioned so as not to hinder the performance of the barrier system. Conduits must be provided on both sides of bridge structures and all conduits shall be provided with draw wire/string. Where street lighting poles and/or incident management columns are positioned on a bridge structure, provision must be made for conduit connections including cable junction boxes between the poles/columns and the street lighting/incident management system conduits.

#### 5.7 Base Slabs for Crown Unit Culverts and Underpasses

The use of precast concrete base slabs (or full precast box units) is not permitted for culverts, pedestrian or stock underpasses.

#### 5.8 Reinforced Soil Structures

Reinforced soil structures must not be used for bridges over rivers, creeks or within flood prone areas. Where used, reinforced soil structures at bridge abutments must be designed so that the bridge abutments are independently supported on piles.

#### 5.9 Retaining Walls

Major retaining walls and/or retaining walls associated with bridges must incorporate a drainage system in order to prevent water running down the face of the walls.

#### 5.10 Major Lighting and Sign Structures

Major sign structures must be of a steel plate fabricated box section design and/or circular or rectangular hollow section. The ends of these sections must be sealed by welded capping plates matching the cross sectional dimensions of the sections. Major lighting structures must be of a steel circular section or similar, which may taper with height.

#### 5.11 Pile Integrity Testing

The minimum frequency of Pile Integrity Testing of CFA piles must be 100%.

#### 5.12 Date Plates

Date plates, showing the VicRoads Structure Number and the year in which the structure was completed or when Practical Completion was reached, whichever is the earlier, must be attached to all new bridges and culverts.

The Contractor must supply and affix two date plates to each bridge structure as follows:

One plate shall be fixed on the inner face of the left hand side endpost, or if there is no endpost on the bridge, to the face of the parapet, at the approach end of each bridge, or the Melbourne end of 2-way bridges. Where no endpost or parapet exists the date plate shall be fixed to the top of kerb or on the outer edge of the deck where no kerb exists, at the approach end of each bridge, or the Melbourne end of 2-way bridges. The second date plate shall be fixed on the abutment at the opposite end of each bridge, located in the centre of the abutment approximately 300 mm below the top of the crosshead.

The Contractor must supply and affix one date plate to each major culvert structure as follows:

One plate shall be fixed at the centre of the outer face of the downstream endwall of each major culvert. Where there is a separate culvert for each carriageway or road, a date plate shall be affixed to each major culvert.

### 5.13 Concrete Surface Coating

The Contractor must apply two coats of an approved decorative/anticarbonation coating to exposed concrete surfaces as follows:

Post-tensioned box girder bridges and similar type: —superstructures, piers (with the exception of any **Patterned Columns**), abutments, wingwalls and bridge barriers (with the exception of any **Patterned Barriers**).

T-slab beam bridges and similar type: outer faces of outer beams, exposed areas of decks, piers (with the exception of any **Patterned Columns**), abutments and bridge barriers (with the exception of any **Patterned Barriers**).

Pedestrian/bicycle bridges: —superstructure, piers (with the exception of any **Patterned Columns**), abutments and wingwalls.

The colour of the coating must be in accordance with the landscape and architectural requirements, or if none specified, the colour of the coating must be VicRoads grey.

In this section,

**Patterned Columns** means any or all of the following elements as described or stated in PSR Part K5, section 4 and used anywhere across the Project:

- (a) Precast concrete pier with custom relief
- (b) Concrete pier with relief pattern & anti graffiti coating
- (c) Concrete pier with relief pattern
- (d) Concrete pier with natural finish and relief pattern
- (e) Precast concrete column with pattern anti-graffiti coating
- (f) Precast concrete pier with custom relief

**Patterned Barriers** means any or all of the following elements as described or stated in PSR Part K5, section 4 and used anywhere across the Project:

- (a) Parapet barrier with relief pattern
- (b) Textured precast off white concrete parapet barriers
- (c) Off white barrier with pattern
- (d) Textured precast off white concrete (barriers)
- (e) Off white containment barrier with parapet pattern
- (f) Precast bridge barrier (typ.) with relief pattern
- (g) Precast bridge barrier with custom relief pattern (typ)
- (h) Medium performance level bridge barrier (typ.) with relief pattern
- (i) Medium performance level concrete barriers on structure (typ.) with relief pattern
- (j) High performance level precast bridge barrier with relief pattern

## 5.14 Anti-Graffiti Coating

Anti-graffiti coating must be applied to all exposed concrete surfaces of bridge structures and other concrete surfaces. ~~including but not limited to the full height of piers, outer sides and soffits of bridge superstructures, abutments, wing walls, all exposed faces of retaining walls and all exposed faces of bridge parapets and barriers both on and off the bridge structure.~~ To achieve this requirement:

- (a) subject to section 5.14(c) the coating will be applied to all exposed surfaces to a minimum height of 3m above surrounding reinstated ground levels or accessible footholds;
- (b) notwithstanding section 5.14(a), should the anti-graffiti coating result in a visible difference in the appearance of the substrate, then the entire exposed area of the concrete element will be coated to achieve visual consistency (including, as the case may be, the full height of piers, outer sides and soffits of bridge girders, abutments, wing walls, exposed faces of retaining walls and exposed faces of bridge parapets and barriers both on and off the bridge structure); and
- (c) concrete noise wall panels are to have anti-graffiti coating applied to all exposed surfaces for the full height of the noise walls.

## 5.15 Protective Coating of Structural Steelwork

Unless otherwise specified, all structural steelwork shall be hot-dip galvanized in accordance with AS/NZS 4680. Surface preparation for the hot-dip galvanized coating shall be in accordance with AS/NZS 4680.

If the steelwork is unable to be hot-dip galvanized, the Contractor shall propose an alternative treatment for the painted application of a zinc primer. The surface preparation for zinc primers shall be in accordance with AS 1627.4, Class 3, and surface profile height shall be in the range 0.035 to 0.065 mm. Unless otherwise specified, painted coating materials shall comply with the appropriate Australian Paint Approval Scheme (APAS) specification.

Suitable zinc primers, and their use, include:

- inorganic zinc silicate primer (as finish coat);
- organic zinc rich primer coating (prior to top-coating only);
- zinc-pigmented moisture cure urethane primer (prior to top-coating only); and
- zinc metal system (as finish coat or prior to top-coating).

Powder coating shall not be used as a permanent coating for external use.

## 5.16 Bridge Deck Drainage During Construction

The Contractor shall provide for drainage of the bridge decks at all times during construction so that water does not flow over the edges of the structures onto any carriageway.

## 6. SIGNING AND PAVEMENT MARKING

### 6.1 Provision for Signage for all Road Users

All signing and pavement markings must provide clear and unambiguous direction and delineation for all users including motorists, cyclists and pedestrians of all roads, shared paths and footpaths.

## 6.2 Lateral Position of Signs

Where full width gantry structures are provided, each sign must be positioned so that it is centred over the traffic lane to which it applies.

For cantilever mounted signs located on the left side of the road, the centre of the sign must be located to the right of, or directly over, the edge line except that it may be located between the edgeline and a point no more than 3 metres to the left of the edgeline provided that:

- there are no obstructions to visibility of the sign from any approach lane from 320 metres in advance of the sign; and
- there are not more than 3 lanes approaching the sign

## 6.3 Lighting of Major Signs

All signs on all gantry and cantilever support structures must be lit. The associated provision must include service pits (electrical and communications) adjacent to the outer (verge) footings, 1 x 100 mm communications conduit extending from the pit into the support structure, and 2 x 100 mm electrical conduits extending from the pit into the support structure. All conduits must have bend radii not smaller than 300 mm, must enter the structure through the footing, and galvanised draw wires must be provided from the pit to the top of the structure in all conduits.

## 6.4 Long Life Pavement Marking

Long life pavement marking must be used for all pavement markings that form part of the permanent works.

## 6.5 New Pavement Markings

Temporary pavement markings (i.e. required for the works in progress but not forming part of the permanent works) must not be placed on final asphalt surface.

# 7. **TRAFFIC BARRIERS**

## 7.1 Concrete Traffic Barriers

Concrete barriers must be embedded a minimum depth of 50 mm into the dense graded asphalt layer immediately beneath the wearing course layer to laterally restrain the barrier. The 50 mm embedment requirement does not include the thickness of wearing course layer.

## 7.2 Wire Rope Safety Barriers

A concrete maintenance strip must be provided beneath all wire rope safety barrier.

## 7.3 Guardfence

A concrete maintenance strip must be provided beneath all guardfence.

# 8. **NOISE ATTENUATION**

## 8.1 Noise Wall Installation Requirements

If a noise wall crosses an open drain, channel or swale, the design must satisfy the following requirements:

- (a) the acoustic properties of the finished noise wall must satisfy the requirements of VicRoads Traffic Noise Reduction Policy and the design
- (b) the design shall as far as possible avoid placing structural posts in the open drain, channel or swale
- (c) noise wall posts shall have adequate strength to resist the pressure of flowing water
- (d) the noise wall panels shall be of sufficient height to give a minimum freeboard of 300 mm above the predicted 100 year flood level
- (e) post foundations shall be designed for the appropriate site conditions
- (f) structural components shall be sufficiently durable for the degree of exposure in the open drain, channel or swale