

CLAYTON UTZ

M1 Corridor Redevelopment Deed

Peter Batchelor MP Minister for Transport of the State of Victoria for and on behalf of the Crown in Right of the State of Victoria
the State

CityLink Melbourne Limited

ABN 65 070 810 678

Company

Transurban Infrastructure Management Limited as trustee of the City Link
Trust

ABN 27 098 147 678

Trustee

This consolidated version was prepared by Clayton Utz for internal working purposes incorporating all amendments up to and including the M1 Corridor Redevelopment Deed Third Amending Deed dated 24 May 2010. Neither Clayton Utz, the State, nor VicRoads will accept any liability for any loss or damage which may be incurred by any person acting in reliance upon the information contained in this document. Reference should at all times be made to the official version of the M1 Corridor Redevelopment Deed and the deeds amending the M1 Corridor Redevelopment Deed.

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Parties

Peter Batchelor MP Minister for Transport of the State of Victoria for and on behalf of the Crown in Right of the State of Victoria (the "State")

CityLink Melbourne Limited ABN 65 070 810 678 of Level 43, Rialto South Tower, 525 Collins Street, Melbourne 3000 ("Company")

Transurban Infrastructure Management Limited ABN 27 098 147 678 of Level 43, Rialto South Tower, 525 Collins Street, Melbourne 3000 in its capacity as trustee of the Trust ("Trustee")

Background

- A. The State, the Company and the Trustee are party to the Concession Deed.
- B. In consideration for the Company agreeing to pay to the State the State Revenue Share (calculated in accordance with Annexure A and payable in advance in accordance with clause 6.1 of this Deed), the State agrees, amongst other things, not to pursue (subject to the terms and conditions of this Deed) a claim against the Company under the Concession Deed in relation to the State Road Works or the State Road Upgrade, which claim might otherwise entitle the State to receive an annual payment from the Company equal to the State's share of any additional revenue attributable to the State Road Works or the State Road Upgrade (as determined in accordance with the Concession Deed).
- C. The State will procure the State Road Works and the State Road Upgrade in accordance with this Deed. The City Link Parties will procure the CML Works in accordance with this Deed and the Amended Concession Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed:

"**Access Date**" means 1 August 2006, or any later date as agreed in writing by the parties.

"**Agent**" means ABN AMRO Australia Limited or a replacement agent as appointed under the Master Security Deed.

"**Agreed Lane Closure Schedule**" means Table 1 in Annexure B.

"**Agreed Zone**" means that part of the State Road Upgrade between the westerly oriented ramps to the EastLink Freeway and the railway line immediately west of Williamstown Road.

"**Amended Concession Deed**" means the Concession Deed as amended by the Concession Deed 22nd Amending Deed and any subsequent amending deeds to the Concession Deed.

"**Amended Project Scope and Technical Requirements**" means the Project Scope and Technical Requirements as amended by the Concession Deed 22nd Amending Deed and any subsequent amendments.

"**Appendix**" means the appendix to the Amended Concession Deed.

"**Back Stop Date**" means 1 January 2015, or any later date as agreed in writing by the parties.

"Best for M1 Project" means an optimal balance of:

- (a) minimising traffic disruption and revenue loss;
- (b) maximising early Completion and revenue uplift;
- (c) minimising both the State's and the City Link Parties' construction, social and environmental costs; and
- (d) maximising social and environmental outcomes.

"Bond Rate" means the \$A 10 year Commonwealth Government bond rate as determined by Bloomberg as being the generic rate prevailing at or about 11 am Melbourne time on the relevant date, being for the purposes of clause 15.15, the due date for payment, or if that day is not a Business Day, then on the Business Day which immediately precedes that day. If there is a manifest error in the calculation of the reference bond rate or the rate is not displayed on Bloomberg when required, or if the rate becomes clearly inappropriate, unfair or incapable of application, then the rate to be used will be agreed between the parties in good faith as being representative of the rate at which Australian Government Debt is purchased in capital markets for the duration.

"Business Day" means:

- (a) when used in clause 15.1, a day in the place where the communication is received that is not a Saturday, Sunday or public holiday and on which banks are generally open for business; and
- (b) when used in any other clause, a day in Victoria that is not a Saturday, Sunday or public holiday and on which banks are generally open for business.

"Business Hours" means between 9.00 am and 5.00 pm on a Business Day.

"Calculation Date" has the meaning given in Annexure A.

"Calculation Notice" means the notice referred to in clause 6.1(a).

"City Link Party" means each of the Company and the Trustee.

"Claim" means any claim including claims for payment of money (including damages) at law or in equity including:

- (a) under contract (under the Amended Concession Deed, this Deed or otherwise);
- (b) under statute;
- (c) in tort for negligence or otherwise, including negligent misrepresentation; or
- (d) for restitution.

"CML Works" means the works which the City Link Parties or either of them are required to do under this Deed and the Amended Concession Deed (insofar as it relates to the Southern Link Upgrade).

"CML Works Scope" means the Amended Project Scope and Technical Requirements as they relate, or apply, to the Southern Link Upgrade or the SLU Works.

"Compensable Enhancement" has the meaning given to that term in clause 2.6(g) of the Amended Concession Deed.

"Completion" means in relation to:

- (a) the State, State Road Upgrade Completion; and
- (b) a City Link Party, Southern Link Upgrade Practical Completion.

"Concession Deed" is the deed entitled the "Deed for the Melbourne City Link" between the State, the Company and the Trustee, made with effect as at and from 20 October 1995, as in force immediately prior to the coming into effect of the Concession Deed 22nd Amending Deed.

"Concession Deed 22nd Amending Deed" is the deed entitled the "Melbourne City Link Twenty-second Amending Deed" to be entered into by the State, the Company and the Trustee.

"Construction Expected Commencement Date" means the earlier of 1 April 2007 and the date on which the last planning scheme amendment necessary to enable the necessary land acquisition for the State Road Upgrade comes into effect, or any later date as agreed in writing by the parties.

"Date for M1 Final Completion" means 31 December 2010.

"Date of M1 Final Completion" means the later of the State Road Upgrade Date of Completion and the Southern Link Upgrade Date of Practical Completion.

"Day One Clauses" means clauses 1, 2, 4(c), 5, 13, 14, 15 and 16 of this Deed.

"Deed of Amendment to the Tulla-Calder Deed of Assignment" means the deed so entitled dated on or about the date of this Deed between the State, the Company and the Holding Trustee.

"Default Rate" in respect of an amount means the aggregate of the Bond Rate and 4% per annum.

"EastLink Freeway" means the road currently under construction, which when completed, will connect the Eastern Freeway at Springvale Road to the Ringwood Bypass at Ringwood Street and to the Mornington Peninsula Freeway/Frankston Freeway at Seaford.

"Environment Effects Statement" means an environment effects statement prepared and submitted to the Minister for Planning in accordance with the Environment Effects Act 1978 (Vic).

"Execution Date" means the last date on which this Deed is executed by a party to this Deed.

"First Party" means the first party to achieve Completion.

"Freeway Management System Coordination Agreement" means the agreement so entitled dated on or about the date of this Deed between the Company, the Trustee and the State.

"Functional Change" means a change to one or more of the Functional Requirements but does not include a change to a design speed that is not material.

"Functional Requirements" means the functional performance of the road within the Agreed Zone required by the State Road Works Scope as at the Execution Date, including:

- (a) the number of lanes;
- (b) the number and general location of the ramps;

- (c) the design speeds;
- (d) the reduction in traffic weaving movements between the Burnley and Domain Tunnels and the West Gate Bridge and between Burke Road and High Street Road (including through the installation of ramp signals on the Power Street westbound entry ramp and the Kings Way eastbound entry ramp to Burnley Tunnel, capable of being operated by the Company); and
- (e) the provision of contra flow on the West Gate Bridge.

"Holding Security Trustee" means J.P. Morgan Institutional Services Australia Limited or a replacement security trustee as appointed under the terms of the Holding Security Trust Deed.

"Holding Security Trust Deed" means the deed between, amongst others, Transurban Finance Company Pty Ltd, Transurban Collateral Security Pty Ltd in its capacity as trustee of the Transurban Finance Trust – CityLink and the Holding Security Trustee, dated 28 June 2002.

"Holding Trustee" means Transurban Infrastructure Management Limited ABN 27 098 147 678 in its capacity as trustee and responsible entity of the Transurban Holding Trust.

"IFA Sixteenth Amending Deed" is the deed entitled "City Link and Extension Projects Integration and Facilitation Agreement Sixteenth Amending Deed" to be entered into between the State, the Company, the Trustee and Clepco.

"Interface" means where the Southern Link meets the Monash Freeway.

"Land" means the land identified in Annexure G up to the date when the Amended Concession Deed comes into operation, at which time the "Land" will be as identified in the Southern Link Upgrade Property Schedule.

"Last Party" means the last party to achieve Completion.

"Legislation Expected Commencement Date" means 30 June 2007, or any later date as agreed in writing by the parties.

"Letter of Intent" means the letter of intent relating to the M1 Project signed by the Chief Executive of VicRoads on 17 May 2006 and the Managing Director of the Transurban Group on 16 May 2006.

"Link" has the meaning given in the Concession Deed.

"Master Security Deed" has the meaning given in the Amended Concession Deed.

"M1 Construction Contracts" means either or both of the construction contracts to be entered into by:

- (a) the State (or VicRoads) and one or more construction contractors; and
- (b) the City Link Parties (or either of them) and one or more construction contractors,

for carrying out the M1 Project where that construction contract relates to the State Road Works or the CML Works.

"M1 Corridor Deed of Assignment" means the deed of assignment dated on or about the date of this Deed between the State, the Company and the Holding Trustee.

"M1 Corridor Deed of Guarantee and Indemnity" means the deed of guarantee and indemnity dated on or about the date of this Deed between the State and Transurban Holdings Limited.

"M1 Project" means the State Road Upgrade and the Southern Link Upgrade.

"M1 Project Amending Deeds" means:

- (a) the Concession Deed 22nd Amending Deed; and
- (b) the IFA Sixteenth Amending Deed.

"M1 Project Documents" means:

- (a) this Deed;
- (b) each M1 Project Amending Deed;
- (c) the Freeway Management System Coordination Agreement;
- (d) Twenty-fifth Amending Deed;
- (e) Twenty-seventh Amending Deed;
- (f) IFA Eighteenth Amending Deed;
- (g) each document amending any of the above; and
- (h) each document which is agreed between the parties to this Deed to be an M1 Project Document.

"M1 Termination Event" means those events described in clause 10.

"Monash Freeway" means the section of freeway extending east of the Southern Link lease boundary (as that boundary is delineated from time to time) to Princes Highway, Beaconsfield.

"Net Present Value of the Uplift Net All Costs" has the meaning given in Annexure A.

"PLT" has the meaning given in clause 5.1(a).

"Project" has the meaning given in the Concession Deed.

"Reimbursable Costs" means all reasonable costs and expenses incurred by the Company and the Trustee:

- (a) in relation to the design and construction of the Southern Link Upgrade up to the date of the Termination Notice;
- (b) immediately following date of the Termination Notice in order to ensure that the Southern Link Upgrade can be (at the sole discretion of the Company and the Trustee):
 - (i) demolished and reinstated to a condition no worse than that which applied prior to commencement of the Southern Link Upgrade (and in a manner which does not adversely affect the safe operation of the Link);
or

- (ii) designed and constructed in accordance with the SLU Proprietary Documentation as agreed under clause 2.2(b) of the IFA Sixteenth Amending Deed.

"Relevant Circumstances" means the execution, delivery and performance of the M1 Project Documents and each of the transactions contemplated by each of them.

"Required Legislation" means an amendment to the Melbourne City Link Act 1995 (Vic) such that the legislative environment in which the CML Works are performed and the Southern Link Upgrade is operated (including the rights, obligations, powers and risks of the City Link Parties) is the same as that which prevailed during the design and construction phase of the Link, or as otherwise agreed by the parties.

"Revenue Loss" has the meaning given in Annexure A.

"Scope of Works" means in relation to:

- (a) the State, the State Road Works Scope and the scope of the State FMS Works; and
- (b) a City Link Party, the CML Works Scope.

"Security Trustee" means ANZ Capel Court Limited or a replacement security trustee as appointed under the Security Trust Deed.

"Security Trust Deed" has the meaning given in the Amended Concession Deed.

"Southern Link" has the meaning given in the Amended Concession Deed.

"Southern Link Upgrade" has the meaning given in the Amended Concession Deed.

"Southern Link Upgrade Date of Practical Completion" has the meaning given in the Amended Concession Deed.

"Southern Link Upgrade Practical Completion" has the meaning given in the Amended Concession Deed.

"Southern Link Upgrade Property Schedule" has the meaning given in the Amended Concession Deed.

"Southern Link Upgrade Specified Imperfection" has the meaning given in the Amended Concession Deed.

"Stage 1 FMS Completion" has the meaning given in the Freeway Management System Coordination Agreement.

"State FMS Works" means the works required to be completed by the State under the Freeway Management System Coordination Agreement to achieve Stage 1 FMS Completion.

"State Revenue Share" means the amount calculated in accordance with Annexure A.

"State Road Upgrade" means the upgrade of the Monash Freeway and West Gate Freeway by the State as described in this Deed.

"State Road Upgrade Completion" is when either:

- (a) the:

- (i) State Road Works have been completed consistent with the State Road Works Scope except for minor omissions or minor defects which do not adversely affect the use of the State Road Upgrade by the public for the continuous passage of vehicles or the safety of that use;
 - (ii) commissioning of the State Road Works has taken place; and
 - (iii) State FMS Works have been completed; or
- (b) the State provides a notice under clause 8.3(k) deeming that State Road Upgrade Completion has been achieved.

"State Road Upgrade Date of Completion" means the date on which State Road Upgrade Completion is achieved as:

- (a) agreed between the parties in accordance with clause 8.2;
- (b) certified by the State Road Works Certifying Engineer in accordance with clause 8.2; or
- (c) notified by the State under clause 8.3(k).

"State Road Works" means the works which the State is required to do under this Deed.

"State Road Works Certifying Engineer" means the person appointed by the parties under clause 7(a).

"State Road Works Scope" means Annexure C as amended in accordance with this Deed.

"Sunset Date" means, subject to clause 11, 30 June 2011.

"Swan Street Bridge Deed of Release and Settlement" means the deed of settlement dated on or about the date of this Deed between the parties to this Deed and Transfield Obayashi Joint Venture.

"Target Project Milestones" means the milestones set out in Annexure F.

"Termination Notice" means a notice given under clause 10(b).

"Tolling System" has the meaning given in the Amended Concession Deed.

"Traffic Management Procedures" means the procedures and arrangements set out in Annexure B.

"Trust Road" has the meaning given in the Concession Deed.

"VicRoads" means the Roads Corporation, a statutory corporation established under the *Transport Act 1983* (Vic), trading as "VicRoads".

"West Gate Freeway" has the meaning given in the Amended Concession Deed.

1.2 Concession Deed Definitions

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

1.3 Interpretation

In this Deed:

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

and unless the context indicates a contrary intention:

- (b) **"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;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;
- (h) 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" in any form is not a word of limitation;
- (j) a reference to "\$" or "dollar" is to Australian currency; and
- (k) a reference to "Post-Project Traffic Growth Profile" is a reference to the profile set out in Table 1 of Annexure A as at the Execution Date, or as otherwise agreed by the parties or determined in accordance with clause 8.3.

1.4 Trustee's Capacity

Clauses 1.12, 1.13 and 1.14 of the Concession Deed (other than clauses 1.12(e) and (f)) are deemed to be incorporated into, and form part of this Deed, subject to:

- (a) a reference to "Project Document" in those clauses being read as a reference to "M1 Project Document"; and
- (b) a reference in clause 1.14(b) of the Concession Deed to particular representations and warranties being read as a reference to the corresponding representations and warranties given under clause 13.3(b) of this Deed.

2. Conditions Precedent

2.1 Specific

Subject to clauses 2.2 and 2.5, it is a condition precedent to the operation of this Deed that:

- (a) the M1 Project Amending Deeds have each been executed by each of the parties to them and the State has notified the Company that the conditions precedent (other than any conditions relating to the coming into effect of this Deed) have been satisfied or waived;
- (b) the Swan Street Bridge Deed of Release and Settlement has been executed by each of the parties to it and the State has notified the Company that the conditions precedent (other than any conditions relating to the coming into effect of this Deed) have been satisfied or waived;
- (c) the Freeway Management System Coordination Agreement has been executed by each of the parties to it and the State has notified the Company that the conditions precedent (other than any conditions relating to the coming into effect of this Deed) have been satisfied or waived;
- (d) the Deed of Amendment to the Tulla-Calder Deed of Assignment has been executed by each of the parties to it and the State has notified the Company that the conditions precedent (other than any condition relating to the coming into effect of this Deed) have been satisfied or waived;
- (e) the M1 Corridor Deed of Assignment has been executed by each of the parties to it and the State has notified the Company that the conditions precedent (other than any condition relating to the coming into effect of this Deed) have been satisfied or waived;
- (f) the M1 Corridor Deed of Guarantee and Indemnity has been executed by each of the parties to it and the State has notified the Company that the conditions precedent (other than any condition relating to the coming into effect of this Deed) have been satisfied or waived;
- (g) each of the State and the Company has received evidence in form and substance satisfactory to it that:
 - (i) the Agent has consented to the Company entering into this Deed and granting the waivers and indulgences set out in clause 9 of this Deed;
 - (ii) the Agent has consented to the Company entering into the Freeway Management System Coordination Agreement and granting the waivers and indulgences set out in that agreement;
 - (iii) the Agent has consented to the Company and the Trustee being involved in or conducting business other than business which forms part of the Project; and
 - (iv) the Agent has consented to the Company using or permitting the use of the Link or any part of it for a purpose other than public roads;
 - (v) the Agent has consented to either or both of the Company's and the Trustee's property used to facilitate or enable the operation, maintenance or repair of the Link or any part of it (including the Tolling System) being used for another purpose; and

- (vi) each of the Agent and the Security Trustee has waived any breach of, or misrepresentation under, the Security Trust Deed (and any other finance document) and any Event of Default or Potential Event of Default under the Security Trust Deed (and any other finance document) arising as a result of, or in relation to, the City Link Parties carrying out the activities contemplated by this Deed; and
- (h) VicRoads and the Company have documented in writing the performance of the State Road Works as a “Relief Event” for the purposes of the Incident Response Services Agreement between VicRoads and the Company dated 10 June 2005 in a form and substance satisfactory to each of them.

2.2 Notice of Satisfaction

The State must notify the Company when either the State considers that the conditions outlined in clause 2.1 have been satisfied or the State has waived its right to require satisfaction of those conditions. Similarly, the Company must notify the State when it either considers that the conditions outlined in clause 2.1 have been satisfied or the Company has waived its right to require satisfaction of those conditions.

2.3 Delegate

- (a) The State appoints, and the City Link Parties accept the appointment of, the Chief Executive, VicRoads to perform the State's functions, rights and powers under this Deed.
- (b) The appointment of the Chief Executive, VicRoads under clause 2.3(a) does not otherwise limit or affect the State's obligations or liability under this Deed.

2.4 Operative Date

Subject to clause 2.5, this Deed takes effect on the date on which the last notice given under clause 2.2 is given.

2.5 Day One Clauses

The Day One Clauses become operative on, and take effect from, the Execution Date.

2.6 Consents given by State

In respect of the arrangements set out in this Deed and the Freeway Management System Coordination Agreement, the State approves:

- (a) in accordance with clause 14.3(a)(i) of the Concession Deed, of the Company carrying on business other than the Project;
- (b) in accordance with clause 14.3(a)(ii) of the Concession Deed, of the Company acquiring or holding property or incurring liabilities for purposes other than the Project;
- (c) in accordance with clause 14.3(b)(i) of the Concession Deed, of the Trustee (in its capacity as trustee of the Trust) carrying on business other than the design, construction and financing of the Trust Road;
- (d) in accordance with clause 14.3(b)(ii) of the Concession Deed, of the Trustee (in its capacity as trustee of the Trust) acquiring or holding property or incurring liabilities for purposes other than its business or the Project;

- (e) in accordance with clause 9.4(c)(i) of the Concession Deed, of the Company using or permitting the use of the Link or any part of it for a purpose other than public roads; and
- (f) in accordance with clause 9.4(c)(ii) of the Concession Deed, of either or both of the Company's and Trustee's property used to facilitate or enable the operation, maintenance or repair of the Link or any part of it (including the Tolling System) being used for another purpose.

2.7 Concession Deed 22nd Amending Deed

- (a) The parties must use their best endeavours to negotiate and agree the Concession Deed 22nd Amending Deed by 31 July 2006.
- (b) The parties agree that they will each work in good faith to satisfy each of the conditions in clause 2.1 by 31 July 2006.

3. Company Obligations

The parties acknowledge that the City Link Parties will:

- (a) design and construct the Southern Link Upgrade in accordance with the CML Works Scope; and
 - (b) perform the CML Works,
- in accordance with this Deed and the Amended Concession Deed.

4. State Obligations

The State must:

- (a) subject to clause 8.3, procure the design and construction of the State Road Upgrade consistent with the State Road Works Scope;
- (b) procure the design and construction of the State Road Upgrade:
 - (i) in respect of works that are to be operated and maintained by the State upon State Road Upgrade Completion, in a manner and to a level similar to that afforded to other freeways in Victoria (other than the EastLink Freeway or any other privately owned or operated freeway in Victoria); and
 - (ii) in respect of works that are to be operated and maintained by the Company upon State Road Upgrade Completion, to a standard consistent with that which would apply to the CityLink Parties under the Amended Concession Deed, if those works were designed and constructed by the CityLink Parties; and
- (c) use its best endeavours to:
 - (i) promptly inform the City Link Parties of any proposal to design and construct the State Road Upgrade in a way that is not consistent with the State Road Works Scope except where such a change is not material;
 - (ii) diligently pursue the granting of access to those parts of the Land reasonably requested by the City Link Parties for the purpose of the City

Link Parties (or their agent or contractor) carrying out preliminary activities and investigations, including land surveys and geotechnical investigation, for the purposes of the CML Works; and

- (iii) advise the City Link Parties as soon as practically possible whether an Environment Effects Statement is required for either or both of the State Road Works and the CML Works.

5. Project Leadership Team

5.1 Establishment of PLT

- (a) A project leadership team ("**PLT**") is established to act as a forum for coordination of aspects of the M1 Project that impact on the interests of the parties.
- (b) The PLT will comprise equal numbers of State and Company representatives. Each representative will be entitled to one voting right.
- (c) Other persons may be invited to attend a meeting of, or present to, the PLT but only if agreed between the parties at least 3 Business Days prior to the relevant meeting of the PLT.
- (d) The role of chairman of the PLT will alternate between the State and the Company on a six monthly basis unless otherwise agreed in writing by the parties. The chairman will be responsible for managing PLT meetings.

5.2 Meetings of PLT

- (a) The PLT will meet at least once a month (unless otherwise agreed in writing by the parties) at a time and place to be determined by the PLT until the State Revenue Share is paid or any other date as agreed in writing by the parties.
- (b) The PLT will not have the power to bind the parties to this Deed.
- (c) Subject to clause 8.6(b), the PLT must consider all matters before it on a Best for M1 Project basis.
- (d) The PLT may, if required, establish sub-groups including sub-groups relating to the Traffic Management Procedures, co-ordination, programming and sequencing, communications, media and joint project branding and the freeway management system. Each sub-group must report to the PLT at least once a month or such other frequency as may be agreed by the PLT.
- (e) Each party must use its best endeavours to ensure that its construction contractor(s) provides monthly reports to the PLT, which reports must include information as to the progress of the construction activities, forecast programming, delays, problems, communications with stakeholders and any foreseeable and anticipated risks.

6. State Revenue Share

6.1 State Revenue Share

- (a) Promptly upon a party calculating the State Revenue Share in accordance with Annexure A, that party may notify the other party of such amount ("**Calculation Notice**").

- (b) Within 90 days of the receipt of the Calculation Notice, the State Revenue Share must, subject to clause 6.1(c), be paid as follows:
- (i) if the State Revenue Share is an amount greater than \$0, by the Company to the State; or
 - (ii) if, as a result of the application of clause 8.3, the State Revenue Share is an amount less than \$0, by the State to the Company.
- (c) If the Company or the State disputes the amount set out in the Calculation Notice, the payer must nevertheless pay any undisputed amount of the State Revenue Share in accordance with clause 6.1(b), but is not required to pay the disputed amount of the State Revenue Share unless and until the disputed amount is agreed or determined under clause 14 to have been due and payable by that party.
- (d) For the avoidance of doubt, any disputed amount not paid in accordance with clause 6.1(b) that is subsequently agreed or determined under clause 14 to have been payable will attract interest in accordance with clause 15.15 from the date which is 90 days after the receipt of the Calculation Notice, except where the disputed amount relates to:
- (i) Functional Change Revenue Loss (as defined in clause 4.5(a) of Annexure A);
 - (ii) the “Post-Project Traffic Growth Profile”; or
 - (iii) the responsibility for Revenue Loss for the purposes of clause 8.5 and clauses 4.3 and 4.4 of Annexure A,
- in which case reference to the Default Rate in clause 15.15 will be read as a reference to the Bond Rate.
- (e) For the avoidance of doubt, where both parties issue a Calculation Notice under clause 6.1(a), the later of the two Calculation Notices will be disregarded for the purposes of this clause 6.

6.2 Early Termination

If the Amended Concession Deed is terminated by the City Link Parties under clause 15.5 of that deed, the State must pay to the Company an amount in respect of reimbursement of all or part of the State Revenue Share paid by the Company under clause 6.1 as agreed by the parties at the time the Amended Concession Deed is terminated.

6.3 Mutual acknowledgement

Each party acknowledges and agrees that nothing in the Relevant Circumstances constitutes a representation, agreement or acknowledgement by any party that the State Road Upgrade or the Southern Link Upgrade do or do not constitute a Compensable Enhancement or that any other works undertaken in the future of a similar nature or effect as the State Road Upgrade or the Southern Link Upgrade would or would not constitute a Compensable Enhancement.

7. State Road Works Certifying Engineer

- (a) The parties will, in relation to the State Road Works, jointly select and engage a State Road Works Certifying Engineer to act as an independent expert and to exercise the functions conferred on the State Road Works Certifying Engineer under this Deed.

- (b) If the parties are unable to agree on the identity of the State Road Works Certifying Engineer within one month of commencing the selection process, either party may refer the matter to the President, the Institution of Engineers, Australia, who will appoint the State Road Works Certifying Engineer in accordance with clause 7(c).
- (c) The State Road Works Certifying Engineer must possess the qualifications set out, and must be selected in accordance with the process, in Annexure E.
- (d) The functions of the State Road Works Certifying Engineer will be:
 - (i) if requested by the State under clause 8.2(d), to certify achievement of State Road Upgrade Completion in accordance with clause 8.2(e);
 - (ii) if clause 8.3(f) applies, to certify whether a change to the State Road Works Scope is a Functional Change in accordance with clause 8.3(g);
 - (iii) if clause 8.3(k) applies, to certify whether the Functional Requirements have been met in accordance with clause 8.3(l);
 - (iv) if required by the parties, to resolve disputes referred by the PLT; and
 - (v) if requested by a party, to consider any matter of concern raised by the that party in relation to the design or construction of the State Road Upgrade.
- (e) The parties acknowledge that:
 - (i) the same entity as that appointed under the Amended Concession Deed (in the role of SLU Certifying Engineer) may be selected to perform the role of State Road Works Certifying Engineer; and
 - (ii) a separate independent expert may be appointed to perform the functions of the certifying engineer under the Freeway Management System Coordination Agreement.
- (f) The costs of the State Road Works Certifying Engineer will be borne by the parties as follows:
 - (i) in respect of the functions performed by the State Road Works Certifying Engineer under clauses 7(d)(i), 7(d)(ii), 7(d)(iii) and 7(d)(iv), the costs will be shared equally between the State and the Company; and
 - (ii) in respect of other requests of the State Road Works Certifying Engineer made by a party, that party will bear 100% of the costs.
- (g) The liability and responsibility of the State under this Deed for the design and construction of the State Road Upgrade will not be affected by the State Road Works Certifying Engineer making or giving or failing to make or give any opinion, comment, notice or recommendation in relation to the matters set out in clause 7(d).
- (h) The State must procure that the State Road Works Certifying Engineer has sufficient access to the State Road Works to enable the State Road Works Certifying Engineer to perform its functions.

8. Completion of the works

8.1 Progress of the works

- (a) Both the State and the City Link Parties intend, but are not obliged, to commence their respective works on the Construction Expected Commencement Date. If one of the parties forms the view that it will not be able to commence its works on the Construction Expected Commencement Date, or if a party wishes to commence its works prior to or after the Construction Expected Commencement Date, the parties will consult with one another to discuss any proposed variation of the Construction Expected Commencement Date.
- (b) Subject to clause 9, each of the State and the City Link Parties intends, but is not obliged, to achieve:
 - (i) in the case of the State, State Road Upgrade Completion; and
 - (ii) in the case of the City Link Parties, Southern Link Upgrade Practical Completion,by the Date for M1 Final Completion.
- (c) Each of the State and the City Link Parties:
 - (i) intends, but is not obliged, to meet the applicable Target Project Milestones; and
 - (ii) will keep the other informed and consult with each other as to the progress of the relevant works, the achievement of the Target Project Milestones, and the date on which State Road Upgrade Completion or Southern Link Upgrade Practical Completion (as applicable) is expected to be achieved.
- (d) The State and the City Link Parties will:
 - (i) encourage and facilitate an open, honest and efficient sharing of resources;
 - (ii) seek to resolve any issues or disputes in a timely and pro-active manner; and
 - (iii) seek to establish a co-operative framework between the City Link Parties (including the City Link Parties' agents and contractors), the State, and the State's agents, employees and contractors (including VicRoads) for completion of the State Road Works and the CML Works.

8.2 State Road Upgrade Completion

- (a) At least 10 Business Days prior to the date the State reasonably expects that State Road Upgrade Completion will be achieved, the State must notify the City Link Parties.
- (b) The State must provide the City Link Parties with the following documentation at the same time the notice under clause 8.2(c) is provided:
 - (i) in respect of works that are to be operated and maintained by the State upon State Road Upgrade Completion:

- A. a design consultant's certificate (if any) in relation to the State Road Upgrade;
 - B. a schedule of the most recent "for construction drawings" and any available "as constructed drawings" (with copies to be provided to the Company as reasonably requested);
 - C. a schedule of road safety audits for sections adjacent to the Link (with copies to be provided to the Company as reasonably requested); and
 - D. a schedule of minor defects and outstanding works to be completed for areas adjacent to the Link; and
- (ii) in respect of works that are to be operated and maintained by the Company upon State Road Upgrade Completion, relevant documentation to a standard consistent with that which applies to the City Link Parties for CML Works under the Amended Concession Deed.
- (c) The State must notify the City Link Parties when it considers that State Road Upgrade Completion has been achieved.
- (d) If within 5 Business Days of receiving a notice under clause 8.2(c), the City Link Parties do not advise the State in writing that they agree State Road Upgrade Completion has been achieved, the State may then request the State Road Works Certifying Engineer to determine whether State Road Upgrade Completion has been achieved.
- (e) The State Road Works Certifying Engineer will review the State Road Works and notify the State and the City Link Parties within 5 Business Days of receipt of the request under clause 8.2(d) whether State Road Upgrade Completion has been achieved or, if not, what further work is required to achieve State Road Upgrade Completion. The determination of the State Road Works Certifying Engineer under this clause 8.2(e) will be final and binding on the parties and not subject to objection or reference to arbitration, including under clause 14.
- (f) Without limitation, the parties acknowledge that the State may open parts of the State Road Works to traffic on a progressive basis, and in doing so accepts the risk that such parts of the State Road Works may not be adequate to enable State Road Upgrade Completion to be achieved when reviewed under clause 8.2(d) or 8.2(e).
- (g) The State acknowledges and agrees that agreement by the City Link Parties that State Road Upgrade Completion has been achieved does not constitute approval by a City Link Party of the State's performance of the State Road Works or evidence that all or any of the State's obligations under this Deed have been satisfied.

8.3 State Road Works Scope

- (a) The parties acknowledge that prior to the Construction Expected Commencement Date:
- (i) the State has the power and the right to amend the State Road Works Scope to the extent that such an amendment is reasonably necessary as a result of restrictions on the State's ability to deal with land or secure any necessary approvals; and

- (ii) a purported change to the State Road Works Scope that is a Functional Change will not be effective unless the State has complied with clause 8.3(b).
- (b) If the State makes, or proposes to make, a change to the State Road Works Scope in accordance with clause 8.3(a) at any time before the Construction Expected Commencement Date and that change could reasonably be considered to be a Functional Change, the State must give written notice to the City Link Parties setting out details of the change. Within 7 Business Days of receipt of the notice by the City Link Parties, the parties will meet to discuss the effect of the change.
- (c) If:
 - (i) within 30 Business Days of the first meeting under clause 8.3(b) the parties do not reach agreement on the effect of the change, including agreeing on a revised “Post-Project Traffic Growth Profile” which will replace the profile currently set out in Table 1 of Annexure A; and
 - (ii) the City Link Parties reasonably consider that the change is a Functional Change,the City Link Parties may within 60 Business Days of the first meeting, terminate this Deed in accordance with clause 10.
- (d) If the City Link Parties do not terminate this Deed in accordance with clause 8.3(c) within 60 Business Days of the meeting referred to in clause 8.3(b), the City Link Parties will, subject to any agreement reached between the parties, be deemed to have forever waived:
 - (i) any Claim that the change to the State Road Works Scope caused a decrease in the Net Present Value of the Uplift Net All Costs for the purposes of the calculation of the State Revenue Share; and
 - (ii) their right to terminate this Deed in accordance with clause 8.3(c) in connection with that Functional Change.
- (e) The City Link Parties acknowledge that, after the Construction Expected Commencement Date:
 - (i) the State has the power and the right to design and construct the State Road Upgrade in whatever manner it sees fit including designing or constructing the State Road Upgrade in a way which is not consistent with the State Road Works Scope; and
 - (ii) a purported change to the State Road Works Scope that is a Functional Change will not be effective unless the State has complied with clause 8.3(f).
- (f) If the State makes, or proposes to make, a change to the State Road Works Scope after the Construction Expected Commencement Date and that change could reasonably be considered to be a Functional Change, the State must give written notice to the City Link Parties and the State Road Works Certifying Engineer setting out details of the change.
- (g) Within 14 Business Days of receiving the details of the change, the State Road Works Certifying Engineer must review the change and notify the State and the City Link Parties in writing whether the change is a Functional Change.

- (h) If the State Road Works Certifying Engineer notifies the State and the City Link Parties that the change is a Functional Change then for the purposes of calculating the State Revenue Share:
 - (i) clause 4.5 of Annexure A will apply; and
 - (ii) the parties will meet to agree on a revised “Post-Project Traffic Growth Profile” which will replace the profile currently set out in Table 1 of Annexure A.
- (i) If the parties cannot agree on the revised “Post-Project Traffic Growth Profile” or the Functional Change Revenue Loss (under clause 4.5(a) of Annexure A) within 90 Business Days of receiving notification from the State Works Certifying Engineer under clause 8.3(g), either party may refer the matter to dispute resolution in accordance with clause 14.
- (j) If the State Road Works Certifying Engineer notifies the State and the City Link Parties that the change is not a Functional Change then the City Link Parties will not be entitled to make any Claim that the change caused a decrease in the Net Present Value of the Uplift Net All Costs for the purposes of the calculation of the State Revenue Share.
- (k) Despite any other clause in this Deed, the State may at any time by notice to the City Link Parties and the State Road Works Certifying Engineer deem State Road Upgrade Completion to have been achieved.
- (l) Within 14 Business Days of receiving a notice under clause 8.3(k), the State Road Works Certifying Engineer will inspect the State Road Works and notify the State and the City Link Parties whether the Functional Requirements have been met.
- (m) If the State Road Works Certifying Engineer notifies the State and the City Link Parties that the Functional Requirements have not been met, then for the purposes of calculating the State Revenue Share:
 - (i) clause 4.5 of Annexure A will apply; and
 - (ii) the parties will meet to agree on a revised “Post-Project Traffic Growth Profile” which will replace that currently set out in Table 1 of Annexure A.
- (n) If the parties cannot agree on the revised “Post-Project Traffic Growth Profile” or the Functional Change Revenue Loss (under clause 4.5(a) of Annexure A) within 90 Business Days of receiving notification from the State Road Works Certifying Engineer under clause 8.3(l), either party may refer the matter to dispute resolution in accordance with clause 14.
- (o) If the State Road Works Certifying Engineer notifies the State and the City Link Parties that the Functional Requirements have been met, then the City Link Parties will not be entitled to make any Claim that the deeming of State Road Upgrade Completion caused a decrease in the Net Present Value of the Uplift Net All Costs for the purposes of calculating the State Revenue Share.

8.4 Interface

- (a) The parties acknowledge in respect of the Interface that:

- (i) if the State Roads Works at the Interface are completed prior to completion of the CML Works at the Interface, the construction contractor engaged by the relevant CityLink Party may be engaged by the State to enter onto the Monash Freeway at the Interface; and
- (ii) if the CML Works at the Interface are completed prior to completion of the State Road Works at the Interface, the State may under clause 2.4 of the Amended Concession Deed enter onto the Link at the Interface,

to integrate the State Roads Works and the CML Works at the Interface.

- (b) To give effect to the arrangement in clause 8.4(a)(i), the parties agree and acknowledge that each City Link Party must:
 - (i) as part of requesting a tender price from its construction contractor(s), request that the construction contractor(s) provide a reasonable separate fixed price for the integration of the CML Works with the State Road Works at the Interface; and
 - (ii) ensure that a provision is included in the agreement between the construction contractor(s) and the City Link Party, which requires the construction contractor, at the relevant City Link Party's discretion, to enter into a separate agreement with the State to carry out those Interface works for the price referred to in clause 8.4(b)(i).

8.5 Sunset Date

- (a) If either or both of State Road Upgrade Completion or Southern Link Upgrade Practical Completion is not achieved by the Sunset Date, the liability of the parties for any Revenue Loss after the Sunset Date as determined in accordance with Annexure A will be as follows:
 - (i) if both parties have not achieved Completion by the Sunset Date, but one party has achieved Completion earlier than the other, then subject to clause 8.5(a)(iii):
 - A. the Last Party will be wholly responsible for any Revenue Loss from the date the First Party achieved Completion to the date the Last Party achieved Completion; and
 - B. both parties will be equally responsible for any Revenue Loss from the Sunset Date to the date the First Party achieved Completion;
 - (ii) if only one of the parties has not achieved Completion by the Sunset Date, then, subject to clause 8.5(a)(iii), that party will be wholly responsible for any Revenue Loss from the Sunset Date to the date that party achieved Completion; and
 - (iii) if one party ("**Delayed Party**") has been delayed by another ("**Responsible Party**") in achieving Completion, and the Delayed Party is responsible for Revenue Loss in accordance with clause 8.5(a)(i) or (ii) then:
 - A. the Delayed Party will be relieved of its responsibility for the Revenue Loss from the date the Delayed Party achieved Completion to the date the Delayed Party would have

achieved Completion if it had not been delayed by the Responsible Party ("**Relevant Period**");

- B. the Responsible Party will be wholly responsible for the Revenue Loss for the Relevant Period (excluding any Revenue Loss before the Sunset Date); and
 - C. for the purposes of determining which party is responsible for Revenue Loss in accordance with clause 8.5(a)(i) or (ii), other than the Revenue Loss referred to in clause 8.5(a)(iii)A and B, the date that the Delayed Party achieved Completion will be adjusted by the Relevant Period, so that the adjusted date will be the date the Delayed Party would have achieved Completion if it had not been delayed by the Responsible Party.
- (b) For the purposes of clause 8.5(a), the following are deemed to be delays caused by the State:
- (i) variations to the CML Works initiated by the State under the Amended Concession Deed;
 - (ii) changes in State Law (as described in the Appendix to the Amended Concession Deed);
 - (iii) any delay caused by pollution or contamination discovered within, under, or on the Land which existed at the Execution Date and was not caused (whether directly or indirectly) by the City Link Parties; and
 - (iv) work undertaken to rectify a Southern Link Upgrade Specified Imperfection.
- (c) The parties agree and acknowledge that if one party delays another in the Completion of their respective works, the party delayed will not be entitled to any delay, disruption, prolongation or any other costs, expenses or damages associated with the delay.
- (d) For the purposes of this clause 8.5, the Company and the Trustee will be treated as a single party.
- (e) For the purposes of clause 8.5(a):
- (i) if a determination is made by:
 - A. the Minister for Planning that the M1 Project, Southern Link Upgrade or the CML Works must be subject to an Environment Effects Statement; and/or
 - B. the Minister for the Environment that the M1 Project, Southern Link Upgrade or the CML Works must be subject to the Environment Protection and Biodiversity Conservation Act 1999 (Cth),

the party whose works or acts or omissions caused the determination to be made will be deemed to have delayed the other party to the extent that the other party is delayed in achieving Completion as a result of the determination being made; and

- (ii) an act or omission of the Minister for Planning, his/her agents, appointees or representatives in connection with the matters referred to in clause 8.5(e)(i) will not be treated as an act or omission of the State.
- (f) Without limiting the parties' obligations under this Deed, the parties acknowledge and agree that for the purposes of this clause 8.5 only, State Road Upgrade Completion and Southern Link Upgrade Practical Completion are each deemed to have occurred on the Sunset Date.

8.6 Maximising Traffic Flow

- (a) The parties must comply with the Traffic Management Procedures in performing their obligations in respect of the State Road Works (in the case of the State) and the CML Works (in the case of the City Link Parties), except to the extent that any non-compliance with the Traffic Management Procedures has been agreed between the State and the City Link Parties.
- (b) The parties agree to use their best endeavours to consult and co-operate with each other in relation to lane closures in order to produce a result that, to the extent reasonably practicable, maximises traffic flow during construction on the Link and the general road transport network.
- (c) The parties acknowledge and agree that in relation to work performed by the State under a notice issued in accordance with clause 2.4(d) of the Amended Concession Deed:
 - (i) if the State complies with the Traffic Management Procedures, then the State will be deemed to have discharged its obligations under clause 2.4(e)(i) of the Amended Concession Deed; and
 - (ii) if the City Link Parties comply with the Traffic Management Procedures, then they will be deemed to have discharged their obligations under clause 2.4(e)(ii) of the Amended Concession Deed,to the extent only that those obligations relate to the performance of the State Road Works up to the time of State Road Upgrade Completion.
- (d) Without limiting clauses 8.6(a), 8.6(b) and 8.6(c), each of the State and the City Link Parties must:
 - (i) ensure that its respective M1 Construction Contracts contain provisions requiring the construction contractor to comply with the Traffic Management Procedures; and
 - (ii) use its best endeavours to ensure that the relevant construction contractors comply with their obligations under the relevant M1 Construction Contracts, to the extent that those obligations require compliance with the Traffic Management Procedures.
- (e) If, in performing their obligations in respect of the State Road Works (in the case of the State) and the CML Works (in the case of the City Link Parties), a party does not comply with the Agreed Lane Closure Schedule, and that non-compliance is not the subject of an agreement under clause 8.6(a), that party must, as a sole and exclusive remedy for that departure (subject to clause 8.6(g)), pay in accordance with clause 8.6(f) compensation to the other party calculated in accordance with the clauses, steps and tables set out in Annexure B from clause 6 of Annexure B to the end of Annexure B.

- (f) At the end of each financial year from the Execution Date to the financial year in which the last party achieved Completion, the amounts payable between the parties under clause 8.6(e) will be aggregated and then set-off against each other so that one payment is made between the parties under clause 8.6(e) in each financial year, which must be made within 60 Business Days of the end of the financial year.
- (g) Where:
- (i) clause 8.6(e) has applied in relation to the State's performance of its obligations; and
 - (ii) if the aggregate compensation payable by the State referred to in clause 8.6(e) expressed in future value as at the Calculation Date was subtracted from the State Revenue Share (after all adjustments to the State Revenue Share under Annexure A), the State Revenue Share would be less than zero,
- then, the difference between the compensation referred to in clause 8.6(e) expressed in future value as at the Calculation Date and the State Revenue Share must be subtracted from the State Revenue Share.
- (h) The parties acknowledge that the process for determining the cost of additional lane closures described in Annexure B will determine the total cost of an additional lane closure to the parties so when calculating the amount of compensation payable under clause 8.6(e) the total amount determined pursuant to Annexure B must be halved.
- (i) The parties acknowledge and agree that the rates of compensation provided in Annexure B in respect of non-compliance with the Agreed Lane Closure Schedule represent a genuine pre-estimate of the loss that will be suffered by a party in respect of non-compliance with the Agreed Lane Closure Schedule by another party.

8.7 Required Works

- (a) Notwithstanding any other provision of this Deed, and subject to the parties agreeing the allocation of cost under clause 8.7(b) where the Required Works are not within the Performing Party's Scope of Works, where the Scope of Works of a party (the "**Dependent Party**") as at the Execution Date or as subsequently amended with the approval of the other parties, is such that in order for the Dependent Party to achieve Completion it requires another party (the "**Performing Party**") to carry out works on the Performing Party's land in relation to lane control mechanisms or signage (the "**Required Works**"), the Performing Party must:
- (i) not change their Scope of Works to delete or change the Required Works;
 - (ii) carry out the Required Works and must not deem Completion to have been achieved unless and until the Required Works have been completed in accordance with this Deed; and
 - (iii) bear the cost of carrying out the Required Works to the extent that the Required Works are within the Performing Party's Scope of Works.
- (b) Where the Required Works are not within the Performing Party's Scope of Works, the parties will negotiate in good faith to agree an appropriate allocation of the cost of those works between the parties.

- (c) The parties acknowledge and agree that clause 8.7(a) is not intended to be used by a Dependent Party to shift costs to a Performing Party that would otherwise be borne by the Dependent Party.

8.8 Not used

9. Risk allocation and liability

9.1 Concession Deed risk allocation to apply

Subject to clause 9.3(a), each of the parties releases and agrees not to sue each other party in respect of any Claim against that other party arising out of the Relevant Circumstances other than a Claim:

- (a) subject to this clause 9, arising under the Amended Concession Deed;
- (b) for payment of an amount expressly provided for under this Deed;
- (c) in respect of loss, destruction or damage to real or personal property or injury to, or disease or death of, persons; or
- (d) in relation to a breach of clause 4(b)(ii).

9.2 No Claims

- (a) The State releases and agrees not to sue the City Link Parties in respect of any Claim against the City Link Parties that all or part of:
 - (i) the State Road Works;
 - (ii) the State Road Upgrade; or
 - (iii) any other circumstance or event that occurs or takes place between the Execution Date and the Calculation Date which relates to the road transport network,constitute a Compensable Enhancement.
- (b) Each party releases and agrees not to sue each other party under or arising out of:
 - (i) any failure to achieve State Road Upgrade Completion or Southern Link Upgrade Practical Completion by the Date for M1 Final Completion, except to the extent provided in clause 8.5; or
 - (ii) the performance or efficacy of the State Road Works Scope or the CML Works Scope in generating traffic usage, except to the extent otherwise provided for in clause 8.3.
- (c) Each City Link Party releases and agrees not to sue the State in respect of any Claim against the State:
 - (i) under or arising out of the State Road Works not meeting the requirements of the State Works Scope, except to the extent provided in clauses 4(b)(ii) or 8.3; or
 - (ii) except to the extent otherwise provided for in clauses 8.3, 8.5, 8.6, 9.2(d), 9.2(e) and 9.2(h) in relation to:

- A. the level or timing of revenues, including tolling and fee revenue; or
- B. the ability of a City Link Party to repay the Project Debt; or
- C. 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 a City Link Party whatsoever and howsoever arising,

arising out of, in relation to or in connection with:

- D. the design, construction or completion of the State Road Upgrade in accordance with the State Road Works Scope (as amended from time to time, provided that the State has complied with the requirements of this Deed (if any) in respect of such amendment) provided that the subject matter of those Claims arose during the design, construction or completion of the M1 Project;
- E. the management or operation of the State Road Works (including the management or operation of the interface between the State Road Upgrade and the Link) during the design, construction or completion of the State Road Works; or

(iii) except to the extent otherwise provided for in clauses 8.3, 8.5, 8.6, 9.2(d), 9.2(e), 9.2(f) and 9.2(h):

A. in relation to the level or timing of:

- 1) costs or losses arising as a result of any increase or decrease in traffic on the Link; or
- 2) maintenance costs,

during the construction or completion of the State Road Upgrade in accordance with the State Road Works Scope (as amended from time to time, provided that the State has complied with the requirements of this Deed (if any) in respect of such amendment); and

B. subject to clause 9.2(f), in relation to the level or timing of operating expenditure or capital expenditure incurred by a City Link Party to the extent resulting from any increase in traffic on the Link arising out of the M1 Project.

For the avoidance of doubt, clause 9.2(c) is not a release or agreement not to sue in respect of any Claim against the State arising out of, in relation to or in connection with any impact of the State Road Upgrade or the State Road Works on the structural integrity of the Link (including any structural failure).

(d) The release and agreement not to sue in respect of any Claim against the State in clause 9.2(c)(ii) does not apply to any Claim a City Link Party may have under the Amended Concession Deed insofar as:

(i) a breach of clause 4(b); or

- (ii) notwithstanding clause 8.6(e), a failure to diligently pursue maintaining (including incident management), restoring and repairing a Ramp in a manner and to a level similar to that afforded to other freeways,

constitutes an Appendix Event under item 3(b) of the Appendix to the Amended Concession Deed.

"Ramp" in this clause means:

- (iii) subject to subparagraph (iv) below, a ramp on the Monash Freeway or the West Gate Freeway between Williamstown Road and Jacksons Road other than the ramps which are constructed on the land leased to either of the City Link Parties (including without limitation any ramp connecting the West Gate Freeway and Bolte Bridge); and
 - (iv) the Kings Way eastbound entry ramp to Burnley Tunnel.
- (e) The release and agreement not to sue in respect of any Claim against the State in clauses 9.2(c)(ii) and 9.2(c)(iii) does not apply to any Claim to the extent that it arises out of the exercise by the State of its power to vary the State Road Works Scope where that variation constitutes an Appendix Event under items 3(c), 3(d) or 3(e) of the Appendix to the Amended Concession Deed.
 - (f) The release and agreement not to sue in respect of any Claim against the State in clause 9.2(c)(iii)B is limited to and applies only to any Claims against the State in its capacity as manager of the State Road Works or in its capacity as party to the M1 Project Documents or the Project Documents.
 - (g) For the avoidance of doubt, the State Road Upgrade does not include the possible connection to the West Gate Freeway at Hyde St, and neither party waives any Claim it may have under the Amended Concession Deed or otherwise in respect of any such future connection.
 - (h) The release and agreement not to sue in respect of any Claim against the State in clauses 9.2(c)(ii) and (iii) does not apply to any Claim a City Link Party may have in respect of loss, destruction or damage to real or personal property or injury to, or disease or death of, persons, except where:
 - (i) that Claim is a Claim under the Amended Concession Deed or this Deed; and
 - (ii) this clause 9 does not otherwise preserve a City Link Party's rights in respect of that Claim.

9.3 Releases deemed not given

- (a) Upon the giving of a Termination Notice, the waivers, agreements and acknowledgements given by the State and the City Link Parties under clauses 9.1 and 9.2 will be deemed not to have been given and the parties will be returned to the position they would have been in had such waivers, agreements and acknowledgements not been given.
- (b) For the avoidance of doubt, the State and the City Link Parties each acknowledges that no party may, as a defence to a claim by another party that is made after the waivers, agreements and acknowledgements referred to in clause 9.3(a) are deemed not to have been made, argue that the claim is time barred or is invalid because it has not been made within any relevant time frame or use any similar defence.

9.4 Failure to comply with Traffic Management Procedures

- (a) Subject to clause 9.4(b), each of the City Link Parties and the State releases and agrees not to sue the other in respect of any Claim arising out of a failure by the other party to comply with the Traffic Management Procedures or a failure to comply with clause 8.6.
- (b) Clause 9.4(a) does not apply in respect of any Claim the Company or the State may have for payment of an amount under clause 8.6(e).

10. Termination Events

- (a) Each of the following is an M1 Termination Event:
 - (i) the Concession Deed 22nd Amending Deed is revoked by either House of Parliament;
 - (ii) the occurrence of any one or more of or a combination of:
 - A. fire, flood (not including a flood which would not have occurred had the relevant works been entirely designed and constructed to address floods at a level which might at the Execution Date be expected to occur once in every 50 years), hurricane, explosion, earthquake, natural disaster, sabotage, act of a public enemy, war (declared or undeclared), revolution, radioactive contamination or toxic or dangerous chemical contamination, riot, civil commotion or blockade; or
 - B. any event which is beyond the reasonable control of the State or the City Link Parties (as applicable),

which causes the State or the City Link Parties (as applicable) to be unable to perform their obligations under this Deed or the Amended Concession Deed (to the extent the event affects the City Link Parties) for an uninterrupted period of 6 months, or any lesser period that makes the State Road Upgrade or the Southern Link Upgrade (as the case may be) no longer economically viable, and where that cause could not have been prevented, overcome or remedied by the exercise of a standard of care and diligence consistent with that of a prudent person undertaking the obligation without that prudent person having any expectation of relief from performing that obligation, including the expenditure of all reasonable sums of money;
 - (iii) if by the Back Stop Date, any one of the following has not occurred:
 - A. the Required Legislation has not become operative or
 - B. the necessary construction licenses in relation to the Land have not been granted;
 - (iv) the Amended Concession Deed is terminated;
 - (v) an election is made by the City Link Parties to terminate this Deed under clause 8.3(c);
 - (vi) the Required Legislation is not operative by the Legislation Expected Commencement Date;

- (vii) the events described in clause 11.1(b) have occurred and that final assessment requires a change to a Scope of Works that results in a material increase in cost; or
- (viii) the events described in clause 11.1(c) have occurred and that final assessment requires a change to a Scope of Works that results in a material increase in cost.

(b) If an M1 Termination Event referred to in:

- (i) clause 10(a)(i), 10(a)(ii), 10(a)(iii), 10(a)(iv), 10(a)(vi), 10(a)(vii) or 10(a)(viii) occurs, the State or a City Link Party; or
- (ii) clause 10(a)(v) occurs, the City Link Parties,

may by notice to the other parties terminate this Deed ("**Termination Notice**") and upon the giving of such a Termination Notice this Deed will terminate and the parties will have no further rights or obligations under or in relation to this Deed and the waivers, releases, agreements and acknowledgements given by the parties (other than the approvals given by the State under clause 2.6, to the extent those approvals relate to the period up to the termination of this Deed) will be deemed not to have been given and the parties will be returned to the position they would have been in had such waivers, releases, agreements and acknowledgements (other than the approvals given by the State under clause 2.6, to the extent those approvals relate to the period up to the termination of this Deed) not been given and, subject to clause 10(c), each party will bear its own costs and expenses associated with the M1 Project.

(c) If as a consequence of an M1 Termination Event referred to in clause 10(a)(ii) that affects the State, the State issues a Termination Notice under clause 10(b):

- (i) the Company may within 20 Business Days of such termination issue a notice to the State specifying the amount of Reimbursable Costs incurred by the Company and the Trustee;
- (ii) following receipt of a notice under sub-paragraph (i), the State and the Company shall consult in good faith in an endeavour to agree:
 - A. the amount of the Reimbursable Costs;
 - B. the present value of the amount of additional revenue (such valuation to take into account the concept of 'revenue' identified at clause 3.1(d)(i) of the Amended Concession Deed) ("**Additional Revenue**") generated or likely to be generated by the Project and the ESEP Project over and above the Base Revenue (as defined in Annexure A) during the Concession Period;
- (iii) the amount of Additional Revenue will be deducted from the amount of Reimbursable Costs (provided that if the amount of Additional Revenue is a negative number, such amount shall be treated as being zero for the purposes of this clause);
- (iv) if no agreement is reached between the State and the Company as to the amount of Reimbursable Costs or Additional Revenue within 20 Business Days of the notice from the Company, any party may refer the matter for expert determination under Article 16; and

- (v) if the result of the calculation in sub-paragraph (iii) is positive, the State shall pay to the Company an amount equal to such amount within 20 Business Days of the date on which the last of the Reimbursable Costs and Additional Revenue amounts was agreed or determined.

11. Extension to Sunset Date

11.1 Extension to Sunset Date

If:

- (a) the Required Legislation becomes operative after the Legislation Expected Commencement Date and neither party exercises its rights under clause 10(b);
- (b) it is determined by the Minister for Planning that the M1 Project, Southern Link Upgrade or the CML Works must be subject to an Environment Effects Statement, and both:
 - (i) the panel appointed by the Minister for Planning under the Environmental Effects Act 1978 (Vic) has provided the requisite panel report and recommendations to the Minister for Planning; and
 - (ii) the Minister for Planning's final assessment (based on the panel report and recommendations) of the M1 Project, Southern Link Upgrade or the CML Works,

are completed after the Construction Expected Commencement Date and neither party exercises its rights under clause 10(b);
- (c) it is determined by the Minister for the Environment that the M1 Project, Southern Link Project or the CML Works are subject to the Environment Protection and Biodiversity Conservation Act 1999 (Cth) and the Minister for the Environment's final assessment of the M1 Project, Southern Link Upgrade or the CML Works is completed in accordance with the requirements of the Environment Protection and Biodiversity Conservation Act 1999 (Cth) after the Construction Expected Commencement Date and neither party exercises its rights under clause 10(b);
- (d) the necessary construction licences in relation to the Land are granted after the Construction Expected Commencement Date;
- (e) clause 10(a)(ii) applies and neither party exercises its rights under clause 10(b);
- (f) the access contemplated by clause 4(c)(ii) is not provided by the Access Date; or
- (g) the State or the City Link Parties are delayed in achieving Completion by:
 - (i) industrial action (not caused directly or indirectly by the party delayed or its construction contractor(s)); or
 - (ii) a court or tribunal making or issuing a decision which prevents or delays the State or the City Link Parties from constructing their respective works except where the decision is caused by or results from the delayed party acting in breach of the M1 Project Documents or from an event or circumstance the occurrence or existence of which reflects the crystallisation of a risk accepted (or the responsibility for which has been accepted) by the delayed party under the M1 Projects; or

- (iii) an event listed in item 7 of the Appendix to the Amended Concession Deed in so far as it applies to the Land,

then, subject to clause 11.2, the Sunset Date will be extended by a period equivalent to the period:

- (h) in the case of subclause (a), between the Legislation Expected Commencement Date and the date the Required Legislation becomes operative;
- (i) in case of sub clauses (b), (c) or (d), between the Construction Expected Commencement Date and the date on which the last of the outcomes referred to in (b), (c) and (d) above is achieved;
- (j) in the case of sub clause (e), during which the State, the City Link Parties or their respective contractor(s) (as applicable) are unable to perform their obligations under this Deed, the Amended Concession Deed or a M1 Construction Contract;
- (k) in the case of sub clause (f), between the Access Date and the date on which access is provided in accordance with clause 4(c)(ii); and
- (l) in the case of sub clause (g), during which the State or the City Link Parties (as applicable) are solely delayed by an event listed in sub clause (g).

11.2 Concurrent Delays

If more than one of the causes of delay in clause 11.1 applies at the same time or during the same period or a cause of delay is in any way concurrent or overlaps with another cause of delay in clause 11.1, any extension to the Sunset Date in accordance clause 11.1 must take into account that concurrency or overlap and the combined (and not separate) effect of the delay that resulted from the two or more causes. For the avoidance of doubt, and for the purposes of calculating an extension to the Sunset Date, where there are concurrent or overlapping delays under clause 11.1 those delays may not be aggregated.

12. Project Branding, Publicity and Signage

12.1 Branding and Publicity

- (a) In recognition of the roles played by the State and the City Link Parties in planning and delivery of the M1 Project, the M1 Project, the State Road Works and the CML Works will be jointly branded.
- (b) The State and the City Link Parties will jointly develop an education and publicity strategy for communicating to the Victorian community in relation to the M1 Project.

12.2 Signage

Subject to clause 12.1, signage on the State's road network in relation to the State Road Works will be done in the same manner (including as to size and position) as for joint Federal and State funded projects.

13. Representations and Warranties

13.1 Legally binding obligation

Each party represents and warrants to the others that this Deed constitutes a legally binding obligation enforceable in accordance with its terms.

13.2 State representation and warranties

The State represents and warrants to the CityLink Parties that:

- (a) it has the power to execute and deliver and perform all obligations under this Deed and all necessary action has been taken to authorise its delivery and performance;
- (b) it enters into this Deed as a commercial rather than a public or governmental act; and
- (c) it is not entitled to claim immunity from legal proceedings for itself on the grounds of sovereignty or otherwise under a law or in a jurisdiction where an action may be brought for the enforcement of any of the obligations under this Deed.

13.3 Company and Trustee representations and warranties

- (a) Each of the Company and the Trustee (in its capacity as trustee of the Trust) represents and warrants to the State that:
 - (i) it has the power to execute and deliver and perform its obligations under this Deed;
 - (ii) all necessary corporate and other action has been taken to authorise that execution, delivery and performance; and
 - (iii) nothing in the Relevant Circumstances contravenes its constituent documents or any law or obligation by which it is bound.
- (b) The Trustee represents and warrants (in its capacity as trustee of the Trust only) that:
 - (i) the Trust subsists and is properly constituted;
 - (ii) it is the sole trustee of the Trust and no action has been taken or threatened to remove or replace it as trustee of the Trust or to appoint an additional trustee of the Trust;
 - (iii) the copy of the Trust Deed provided to the State prior to the date of this Deed is a true and complete copy of the instrument of which it purports to be a copy and contains full particulars of the terms of the Trust and of the rights and entitlements of the holders of Units;
 - (iv) each M1 Project Document to which it is (or to which it is intended to be) a party is (or is capable of being), entered into by it as trustee of the Trust in the due and proper administration of the Trust;
 - (v) it has, as trustee of the Trust, full power and authority to enter into and perform its obligations under each such document;

- (vi) it has an unconditional right to be indemnified in full out of the assets held by it as trustee of the Trust in respect of obligations incurred by it as trustee of the Trust and no action has been taken to limit or restrict that right;
- (vii) it is not in default of its obligations as trustee of the Trust;
- (viii) it is not, as trustee of the Trust, involved in, and does not conduct, any business other than the business related to the Project and the M1 Project;
- (ix) the rights of the State under the M1 Project Documents have priority over the rights of any holder of Units;
- (x) no assets held by or on its behalf as trustee of the Trust have been resettled or distributed or otherwise disposed of (except insofar as the distribution or disposition is permitted under the Trust Deed and does not result in a contravention of the M1 Project Documents); and
- (xi) the property charged by the Trustee pursuant to the Deed of Charge and the Trustee's rights and interest in the Project Documents and the M1 Project Documents comprise all the property the subject of the Trust and do not include or affect property not the subject of the Trust.

13.4 Times for making representations and warranties

The representations and warranties contained in this clause 13 are made and given on the date of this Deed and are taken to be repeated on the day on which all of the conditions precedent set out in clause 2 are satisfied or waived (as applicable).

14. Dispute resolution

14.1 Dispute mechanism

Any dispute or difference of any kind whatsoever between the parties in connection with or arising out of this Deed or any dispute or difference that either party has with the certification or a decision by a third party engaged to perform a function under this deed ("**Dispute**") must be resolved by reference to the dispute mechanism set out in this clause and a party must not start court proceedings (except proceedings seeking urgent injunctive relief) in respect of the Dispute unless it has complied with this clause.

14.2 Disputes

A Dispute will be deemed to arise when one party serves on the other party a notice ("**Dispute Notice**"):

- (a) stating the nature of the Dispute;
- (b) providing brief particulars of the facts and circumstances relied upon by the party serving the Dispute Notice; and
- (c) nominating an authorised representative ("**Authorised Representative**") to settle the Dispute on its behalf (as the case may be).

Within five Business Days after the service of a Dispute Notice, the other party must nominate in writing an Authorised Representative to settle the Dispute on its behalf (as the case may be).

14.3 Negotiation

Following the service of the Dispute Notice, the Authorised Representatives of the parties must meet, and negotiate in good faith to seek to resolve the Dispute.

14.4 Process of dispute

- (a) If the Authorised Representatives are unable to resolve the Dispute within 45 Business Days after the service of the Dispute Notice (or any longer period agreed between the parties), the Dispute will be referred to arbitration by a written notice by any party to the other party.
- (b) Arbitration pursuant to this clause will be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce current at the time of the reference to arbitration and as otherwise set out in this clause. However, nothing in this clause is intended to modify or vary the rights of appeal contained in Section 38 of the Commercial Arbitration Act 1984 (Vic).
- (c) The parties agree that:
 - (i) they have entered into the arbitration agreement under paragraph (a) for the purposes of achieving a just, quick and cheap resolution of any dispute or difference;
 - (ii) any arbitration conducted pursuant to this clause will not mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitrator;
 - (iii) in conducting the arbitration, the arbitrator must take into account the matters set out in subparagraphs (i) and (ii); and
 - (iv) for the purposes of the resolution of any dispute or difference relating to any matter under clauses 8.3(i) or 8.3(n), the dispute or difference will be decided or determined in accordance with considerations of general justice and fairness, and the provisions of section 22(1) of the Commercial Arbitration Act 1984 (Vic) or other provisions of similar effect are excluded.
- (d) One arbitrator will be appointed.
- (e) All evidence in chief will be in writing unless otherwise ordered by the arbitrator.
- (f) Discovery will be governed by the substantive and procedural rules and practices in respect of disclosure adopted by the Federal Court of Australia at the time of arbitration. Otherwise, the proper law of the arbitration is the law of this Deed.
- (g) The oral hearing will be conducted as follows:
 - (i) the oral hearing will take place in Melbourne and all outstanding issues must be addressed at the oral hearing;
 - (ii) the date and duration of the oral hearing will be fixed by the arbitrator at the first preliminary conference. The arbitrator must have regard to the principles set out in clause 14.4(c) 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 will be conducted on a stop clock basis with the effect that the time available to the parties will be split equally between the parties so that each party will have 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 the oral hearing, each party will give written notice of those witnesses (both factual and expert) of the other party that it wishes to attend the hearing for cross examination; and
 - (vi) in exceptional circumstances, the arbitrator may amend the date of hearing and extend the time for the oral hearing set under subparagraph (iii).
- (h) Unless otherwise ordered, each party may only rely upon one expert witness in respect of any recognised area of specialisation.

15. General

15.1 Notices

All communications (including notices, consents, approvals, requests and demands) under or in connection with this Deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

State

Name: Chief Executive

Address: 60 Denmark Street, Kew, Victoria 3101

Fax: (03) 9854 2204

For the attention of: Manager, City Link

Company

Name: CityLink Melbourne Limited

Address: Level 43, Rialto South Tower, 525 Collins Street, Melbourne Victoria 3000

Fax: (03) 9649 7380

For the attention of: Company Secretary

- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 15.1(b); and
- (e) are taken to be received by the addressee:
 - (i) (in the case of prepaid 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;
 - (ii) (in the case of fax) at the local time (in the place that fax is received) that then equates to the time that fax is sent as shown on the transmission report produced by the machine from which that fax is sent confirming transmission of that fax in its entirety, unless that local time is outside Business Hours, when that communication is taken to be received at 9.00 am on the next Business Day; and
 - (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 15.1(b), unless that delivery is made outside Business Hours, when that communication is taken to be received at 9.00 am on the next Business Day.

15.2 Governing law

This Deed is governed by and must be construed according to the law applying in Victoria.

15.3 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 15.3(a).

15.4 Amendments

This Deed may only be varied by a document signed by or on behalf of each party.

15.5 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Deed 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, power or remedy provided by law or under this Deed.
- (b) A waiver or consent given by a party under this Deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Deed operates as a waiver of another breach of that term or of a breach of any other term of this Deed.

15.6 Provisions in full force

The parties agree that each provision of the Amended Concession Deed remains in full force and effect in accordance with its terms.

15.7 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed.

15.8 Consents

A consent required under this Deed from a party may not be unreasonably withheld by that party, unless this Deed expressly provides otherwise.

15.9 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of each other party.

15.10 Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Deed, and all together constitute one Deed.

15.11 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Deed, except for representations or inducements expressly set out in this Deed.
- (b) Each party acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this Deed.

15.12 Expenses

Except as otherwise provided in this Deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Deed.

15.13 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this Deed.

15.14 No partnership or joint venture

No Relevant Circumstance nor any other document relevant to the M1 Project creates a partnership, joint venture or fiduciary relationship between the parties.

15.15 Interest for non payment

If a party does not pay any amount that is due and payable to the other party under this Deed by the due date, that party will pay to the other party on demand interest on that amount at the Default Rate from the due date for payment until payment is made in full. Interest so payable will be calculated with daily rests and capitalising periodically, with the period being selected by the non-defaulting party but not being more frequent than monthly. A capitalised amount will be due for payment on the date it is capitalised and will bear interest under this clause until paid in full.

15.16 No deduction for Taxes and no set-off or counterclaim

All payments by the State and the City Link Parties under this Deed will be:

- (a) free of any set-off or counterclaim;
- (b) in immediately available funds; and
- (c) without deduction or withholding for any present or future Taxes, unless in relation to the Company, the Company is compelled by law to deduct or withhold the same, in which event the Company will pay to the State any additional amount necessary to enable the State to receive, after all deductions and withholdings for Taxes, a net amount equal to the full amount which would otherwise have been payable had no such deduction or withholding been required to be made.

16. GST

- (a) In addition to any other consideration, the recipient of a Taxable Supply made under or in connection with this Deed (the "**Recipient**") must pay to the party making the Taxable Supply (the "**Supplier**") an amount on account of the amount of GST payable by the Supplier in respect of the Taxable Supply equal to that other consideration payable for the Taxable Supply multiplied by the rate at which GST is imposed on the Taxable Supply. This subclause does not apply if the consideration specified for the Taxable Supply is expressly agreed to be GST inclusive.
- (b) If the amount paid by the Recipient to the Supplier in respect of GST (whether because of an Adjustment or otherwise):
 - (i) is more than the GST on the Taxable Supply, then the Supplier shall refund the excess to the Recipient;
 - (ii) is less than the GST on the Taxable Supply, then the Recipient shall pay the deficiency to the Supplier.
- (c) The Recipient is not obliged to pay any amount in respect of GST to the Supplier unless and until the Supplier issues a Tax Invoice to the Recipient in respect of the Taxable Supply. If an Adjustment has occurred, the Supplier must issue an Adjustment Note to the Recipient.
- (d) The amount of a party's entitlement under this Deed to recovery or compensation for any of its costs, expenses or liabilities is reduced by the Input Tax Credits to

which that party (or the Representative Member of a GST Group of which the party is a member) is entitled in respect of such costs, expenses or liabilities.

- (e) In this Deed, amounts which are calculated by reference to revenue or profits are calculated on the GST-exclusive component of that revenue or those profits unless expressly provided to the contrary.
- (f) For the purposes of this clause:
 - (i) "**GST**" has the same meaning as in the GST Law and includes any related additional tax, penalty tax, fine, interest or other charge.
 - (ii) "**GST Law**" has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*;
 - (iii) "**Adjustment**", "**Adjustment Note**", "**GST**", "**GST Group**", "**Input Tax Credits**", "**Representative Member**" and "**Tax Invoice**" have the meanings given to them in the GST Law; and
 - (iv) "**Taxable Supply**" has the meaning given to it in the GST Law, excluding section 84-5 of *A New Tax System (Goods and Services Tax) Act 1999*.

Signed as a Deed.

Signed sealed and delivered by **Peter Batchelor MP, Minister for Transport of the State of Victoria** for and on behalf of the **Crown in Right of the State of Victoria** in the presence of:

Signature

Signature of Witness

Name of Witness in full

The Common Seal of CityLink Melbourne Limited ABN 65 070 810 678 was affixed in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Signed sealed and delivered for and on behalf of **Transurban Infrastructure Management Limited ABN 27 098 147 678** by its Attorney under a Power of Attorney dated _____, and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature of Witness

Name of Witness in full

Signature of Attorney

Name of Attorney in full

Annexure A - Calculation of State Revenue Share

The following methodology will be used to determine the value of the M1 Project revenue uplift to which the State will be entitled (“**State Revenue Share**”).

1. Interpretations

For the purposes of determining the State Revenue Share under this Annexure A, the following definitions and interpretations apply:

- 1.1 A reference to annual revenues is for full financial years ending 30 June, except for the financial year 2034 where the year will be deemed to have ended on 13 January 2034.
- 1.2 A reference to a year in this regime is a reference to a financial year ending 30 June.
- 1.3 A reference to an amount of revenue in this Annexure A is in nominal dollars excluding Goods and Services Tax.
- 1.4 The discount rate or investment rate (as applicable) used for determination of present or future values is 10.7%.
- 1.5 All present values are to be calculated to 30 June 2006.
- 1.6 “**Calculation Date**” means 30 June 2014.

2. Uplift

The Annual Base Toll Revenue (“**Base Revenue**”) as defined in column 2 of Table 1 will be subtracted from the Annual Post M1 Project Completion Toll Revenue (“**Resultant Revenue**”) in each year from 2007 to 2034 to give the Annual M1 Project Toll Revenue (“**Uplift**”). The Uplift will be the only revenue attributable to the M1 Project.

The Resultant Revenue will be determined as follows:

- 2.1 in each year from and including 2007 to the Calculation Date, the Resultant Revenue will be the aggregate toll revenue of the Company and Clepco as shown in the Project and ESEP Project accounts using the Statement of Financial Performance for each of these years;
- 2.2 in each year from Calculation Date to and including 2033, the Resultant Revenue will be determined by multiplying the Resultant Revenue in each previous year by the Post-Project Traffic Growth Profile percentage shown in column 3 of Table 1 for the year and then by the Toll Escalation shown in column 4 of Table 1 for the year; and
- 2.3 in 2034, the Resultant Revenue will be determined by multiplying the Resultant Revenue in the previous year by the Post-Project Traffic Growth Profile percentage shown in column 3 of Table 1 for 2034 and then by the Toll Escalation for 2034 as shown in column 4 of Table 1, adjusted pro-rata to account for the defined end date of 13 January 2034.

3. Deduction for Annual Costs and Investment Costs

The present value of Uplift after adjustments for costs will be determined in the following manner:

- 3.1 the Uplift in each year will be determined in present value and then aggregated (“**Net Present Value of the Uplift**”); then
- 3.2 the Net Present Value of the Uplift will be reduced by an amount of \$38.9 million being the Other Annual Costs in present value and by \$155.3 million being the Company's Total Investment Costs (subject to any adjustment in accordance with clauses 6 and 7 of this

Annexure) including construction and project costs in present value. The resultant number is the “Net Present Value of the Uplift Net All Costs”.

4. Calculation of State Revenue Share

4.1 The State Revenue Share is equal to the Net Present Value of the Uplift Net All Costs multiplied by 50% and then expressed in future value at the Calculation Date as adjusted by clauses 4.3, 4.4 and 4.5 of this Annexure (where applicable).

4.2 Subject to clauses 4.3, 4.4 and 4.5 of this Annexure and clause 8.6(g) of this Deed, the State Revenue Share will not be less than zero.

4.3 Where clause 8.5 of this Deed applies and a party is wholly responsible for the Revenue Loss for a period of time determined under clause 8.5, 50% of the Revenue Loss for the relevant period will be:

- (a) added to the State Revenue Share if a City Link Party is the party wholly responsible for the Revenue Loss for the relevant period; or
- (b) subtracted from the State Revenue Share if the State is the party wholly responsible for the Revenue Loss for the relevant period.

4.4 Where:

- (a) clause 8.5 of this Deed applies and the parties are equally responsible for the Revenue Loss for a period of time determined under clause 8.5 and Functional Change Revenue Loss (as defined in clause 4.5(a) of this Annexure) has been suffered or is likely to be suffered by reason of a Functional Change; or
- (b) clause 4.3 of this Annexure applies,

and if 50% of that Revenue Loss was subtracted from the State Revenue Share (in respect of sub clause (a), prior to, and in respect of sub clause (b), after, all other adjustments to the State Revenue Share under this Annexure), the State Revenue Share would be less than zero, then the difference between 50% of that Revenue Loss and the greater of the State Revenue Share and zero, must be subtracted from the State Revenue Share.

4.5 Where this clause 4.5 applies in respect of a Functional Change:

- (a) the parties will meet to agree on the loss in tolling revenue (after excluding any GST that would have been payable by the Company in respect of such revenue) (net of additional expenses which are not likely to be incurred as a result of the loss of that revenue) suffered, or likely to be suffered, by the Company by reason of that Functional Change in the financial year that the Functional Change occurs and each year thereafter until 2034 (the “**Functional Change Revenue Loss**”);
- (b) the Functional Change Revenue Loss must be determined in present value and then aggregated. For the avoidance of doubt, the calculation of the Functional Change Revenue Loss will have regard to the effect on revenue of the change in the “Post-Project Traffic Growth Profile” as a result of the Functional Change; and
- (c) the Functional Change Revenue Loss will be subtracted from the Net Present Value of the Uplift Net All Costs prior to calculation of the State Revenue Share under clause 4.1 of this Annexure and to the extent that this results in a Net Present Value of the Uplift Net All Costs being a negative number the State Revenue Share will be 100% of that negative amount.

4.6 The Revenue Loss for any time period is any shortfall between the Resultant Revenue and the Base Revenue for each year (or part of a year) in which that period of time occurred each adjusted on a pro-rata basis for the start and end of the relevant time period, determined in present value and then aggregated and expressed in future value at the Calculation Date.

5. **Adjustment of Tulla-Calder Upgrade Revenue Consideration**

- (a) If:
- (i) the Date of M1 Final Completion occurs prior to the Calculation Date (as defined in the Tulla-Calder Redevelopment Deed); and
 - (ii) the Revenue Sharing Adjustment Amount calculated in accordance with the Tulla-Calder Redevelopment Deed is greater than \$0,

the Uplift calculated in accordance with clause 2 of this Annexure A will be adjusted in accordance with this clause 5 of this Annexure A to give an “Adjusted Uplift”.

- (b) The Adjusted Uplift will be determined as follows:
- (i) The Uplift for the first full financial year following the Ramp Up Period (as defined in the Tulla-Calder Redevelopment Deed) will be calculated in accordance with clause 2 of this Annexure A to give the “Duplicated Uplift”.
 - (ii) The parties will determine the proportion of the first full financial year following the Ramp Up Period (as defined in the Tulla-Calder Redevelopment Deed) which corresponds to the period by which the Date of M1 Final Completion precedes the Calculation Date (as defined in the Tulla-Calder Redevelopment Deed).
 - (iii) The Duplicated Uplift will be multiplied by the proportion referred to in clause 5(b)(ii) of this Annexure A and the resulting amount, provided it is greater than \$0, will be multiplied by 5% to give the “Proportioned Duplicated Uplift”.
 - (iv) The Adjustment to Revenue Consideration will be calculated by:
 - Applying: (a) the Toll Escalation shown in Column 4 of Table 1; and (b) the Annual Traffic Escalation Rate in Table 4 of Annexure A of the Tulla-Calder Redevelopment Deed to Proportioned Duplicated Uplift - to calculate yearly revenues to the end of the Concession Period; and
 - The yearly revenue to the end of the Concession Period calculated above are to be discounted to present value.
 - (v) The Adjustment to Revenue Consideration will be subtracted from the Uplift calculated in accordance with clause 2 of this Annexure A to give the Adjusted Uplift.
- (c) For the purpose of the calculation in clause 3 of this Annexure A, the Adjusted Uplift will be substituted for the Uplift.

6. Additional costs arising from EES

If an Environment Effects Statement is required and both parties agree that it, or a change required as a result of the Environment Effects Statement, will result in additional costs, changes in the CML Works Scope and/or changes in the program which increase the cost of the CML Works, the increased costs agreed or determined in accordance with clause 14 will be added to the amount of the Company's Total Investment Costs referred to in clause 3.2 of this Annexure A.

7. Adjustment of costs for Land acquisition

- (a) The calculation of the State Revenue Share assumes that the actual cost of acquiring Land for the CML Works, which is not Crown land or land owned by a public body, will be \$5 million. If the actual cost of acquiring that Land for the CML Works is less or greater than \$5 million, the amount of the Company's Total Investment Costs referred to in clause 3.2 of this Annexure A will be adjusted accordingly.
- (b) The cost of acquiring or making available Land which is Crown land or land which is owned by a public body will be borne by the State.

Table 1

Financial Year (ending 30 June)	Annual Base Toll Revenue (nominal dollars excluding GST)	Post-Project Traffic Growth Profile	Toll Escalation
2008	\$342,628,678		104.40%
2009	\$366,310,428		104.40%
2010	\$391,581,647		104.40%
2011	\$418,943,333	100%	104.50%
2012	\$448,127,763	100%	104.50%
2013	\$479,298,410	100%	104.50%
2014	\$512,562,079	102.59%	104.50%
2015	\$548,080,709	102.41%	104.50%
2016	\$574,816,086	102.54%	102.50%
2017	\$602,737,777	102.51%	102.50%
2018	\$632,015,765	102.49%	102.50%
2019	\$662,715,931	102.45%	102.50%
2020	\$694,907,357	102.42%	102.50%
2021	\$727,950,202	102.29%	102.50%
2022	\$761,818,085	102.18%	102.50%
2023	\$796,480,808	102.08%	102.50%

Financial Year (ending 30 June)	Annual Base Toll Revenue (nominal dollars excluding GST)	Post-Project Traffic Growth Profile	Toll Escalation
2024	\$831,904,292	101.97%	102.50%
2025	\$868,050,533	101.88%	102.50%
2026	\$904,877,577	101.78%	102.50%
2027	\$942,339,509	101.68%	102.50%
2028	\$980,386,467	101.55%	102.50%
2029	\$1,019,969,570	101.53%	102.50%
2030	\$1,061,150,842	101.53%	102.50%
2031	\$1,103,994,807	101.53%	102.50%
2032	\$1,148,568,597	101.52%	102.50%
2033	\$1,194,942,054	101.49%	102.50%
2034	\$670,980,834	101.46%	102.50%

Annexure B - Traffic Management Procedures

1. Each party will procure that each of its agents, employees and contractors performing their respective works will, where and to the extent reasonably practicable:
 - (a) give notice to the other party of any planned lane closures and other traffic management plans;
 - (b) consult with the other party on any planned lane closures and other traffic management plans; and
 - (c) consider in good faith the other party's reasonable requests and suggestions as to how any planned lane closures and other traffic management plans might be implemented so as to manage disruption to traffic and to deliver Best for M1 Project outcomes during the performance of the State Road Works and CML Works.

2. The State and the City Link Parties will consult in good faith regarding:
 - (a) variable message sign requirements; and
 - (b) dynamic speed sign changes,on the Link during the performance of the State Road Works and the CML Works.

3. The State and the City Link Parties will co-ordinate any permanent lane use markings or variable speed signs so as to ensure consistency from a driver's perspective with operations on the Link and the road transport network generally.

4.
 - (a) Table 1 represents the parties' best estimate of the lane closures required during the M1 Project based on the reference design developed as of the Execution Date. Table 1 will be varied through the PLT and by agreement of both parties in writing when the functional design is verified, as contractors commence detailed investigation of the design and construction process.
 - (b) Table 1 considers closures on different parts of the project in isolation and so has assumed only minimal overlap (concurrency) between closures on the Southern Link, Monash Freeway, West Gate bridge, but does consider concurrency within sections.
 - (c) It is expected that the actual number of closures will be optimised during construction planning, so as to reduce the total number of nights over which the closures occur. This is particularly important for full freeway closures (both inbound and outbound), full ramp closures, and partial ramp closures. It is not critical for single lane night closures.
 - (d) Through the PLT, a joint traffic management planning group and subsequent agreement of both parties in writing, Table 1 may be amended.
 - (e) The parties acknowledge that the Agreed Lane Closure Schedule does not contain provision for lane closures for the following activities:
 - (i) installation of ramp metering,
 - (ii) installation of ITS (detector loops) within existing lanes,
 - (iii) the performance of surveying, services alterations / installation and temporary works,

- (iv) mobile line marking or pavement marking for the purposes of traffic management, or
- (v) additional works outside the limits of freeway widening or incident response and management.

The parties will negotiate in good faith to agree changes to the Agreed Lane Closure Schedule to include a reasonable number of lane closures for these activities.

- (f) The State will use reasonable endeavours to provide alternative access arrangements to the West Gate Freeway section of the State Road Works during ramp closures. The State will develop a full precinct traffic management plan for Southbank/South Melbourne in which staging of ramp closures is fully investigated and considered.
- (g) All closures shown in Table 1, agreed additional closures and any non-agreed closures of lanes on ramps (except the Bolte Bridge off ramp to West Gate Freeway east bound) will not be subject to a lane closure charge.
- (h) Nothing in Annexure B limits or adversely affects any right that the parties may have pursuant to the Amended Concession Deed in relation to the closure of lanes on ramps except to the extent that such right has been released or modified by this Deed.

- 5. Speed limit reductions during construction of the M1 Project will be in accordance with the provisions of the Road Management Act 2004 (Vic) and VicRoads Codes of Practice as updated from time to time.

Table 1 - Agreed Lane Closure Schedule

ID	Location of Construction Impact	Program Description	Total closure (weeks)	Night IB Freeway closures (nights)	Night OB Freeway closures (nights)	Night lane closures (nights)	InterPeak lane closures (daytime)	Night Ramp closures (nights)	Total Lane closure (weeks)
	Westgate								
	Power St IB Entry								
	Power St IB Exit								
1	Power St OB Entry	Bridge 100 widening(design outstanding)	13						
	Power St OB Exit								
2	Kings Way IB Entry	New Pavement		2				4	
	Kings Way IB Exit	New Pavement		4					
	Kings Way OB Entry	Stitch/ new pavement/beams			4	60		16	12
	Kings Way OB Exit								
3	Freeway OB - Tunnel to Kingsway	Stitch/beams/ pavement			2	8			39
4	Freeway IB - Tunnel to Kingsway	New pavement		2		42			
5	Freeway OB Kingsway to Montague	Stitch/beams/pavement			8	72			35
6	Freeway IB Montague to Kingsway	Stitch/beams/pavement/barrier		10		122			
7	Freeway OB - Montague to Bolte	Staging/new pavement				14			5
8	Freeway IB - Bolte to Montague	Staging/new pavement		4		158			17
9	Freeway OB - Bolte to Todd	New Pavement				66			10
10	Freeway IB - Todd to Bolte	New Pavement				66			
1	Freeway OB - Todd to Westgate	New Pavement				66			

ID	Location of Construction Impact	Program Description	Total closure (weeks)	Night IB Freeway closures (nights)	Night OB Freeway closures (nights)	Night lane closures (nights)	InterPeak lane closures (daytime)	Night Ramp closures (nights)	Total Lane closure (weeks)
1									
1 2	Freeway IB - Westgate to Todd	New Pavement				66			
1 3	Montague IB Entry	Close on ramp/demolition /construction	80						
	Montague IB Exit	New pavement				42	12	36	
	Montague OB Entry	Bridge construction/new pavement				34	10	18	4
	Montague OB Exit	Bridge construction/new pavement	30			207		118	
1 4	Bolte IB Entry	Bridge construction/new pavement				148		36	
1 5	Bolte IB Exit	New pavement				20			
1 6	Bolte OB Entry	New pavement/stitch/bridge construction				10			17
	Bolte OB Exit	New pavement				17			
1 7	Todd IB Entry	New pavement	5						
	Todd IB Exit								
	Todd OB Entry								
	Todd OB Exit								
1 8	Gantries	erection of gantries		5	5				
1 9	Traffic Management	various setup/removal				60			
2 0	West Gate Resurfacing	resurfacing				60			

ID	Location of Construction Impact	Program Description	Total closure (weeks)	Night IB Freeway closures (nights)	Night OB Freeway closures (nights)	Night lane closures (nights)	InterPeak lane closures (daytime)	Night Ramp closures (nights)	Total Lane closure (weeks)
Additional Items agreed during PLT meeting of 21 Jan 2008 per the provisions of M1 Deed, Annexure B, Item 4e									
	Resurfacing					123			
	Line marking (temporary)					112		8	
	Line marking (final)					15			
	Services					17			
	Temporary works					244		10	
	Survey					40			
	Installation of ITS (detectors) within existing lanes					16			
	Installation of ramp metering		Subject to development of FMS design						
	Incident response and management		Closures permitted as circumstances dictate						
	Barrier construction					88			
	Geotechnical investigations					20			
	Concrete curing					31			
	Installation of FMS - conduits, cameras etc		Subject to development of FMS design						
	Lighting - removal and reinstatement of towers					70		27	
	Gantries (in addition to the first 10)			8	8	35		4	
	Routine maintenance		Closures permitted as required subject to advance notice						
	Long term maintenance		Closures permitted as required subject to advance notice						
Notes									
A new category has been added "Interpeak lane closure(daytime) to provide for closures during the interpeak period when traffic conditions allow									
"Single" night lane closure will not be possible from a safety perspective. The column titles have been changed as a result to include multiple lane closures									
IB = Inbound									
OB = outbound									

Monash Freeway - Glenferrie Road to Warrigal Road

Item No	Location of Construction Impact	Program Description	Total Closure	Night Inbound Freeway Closures	Night Outbound Freeway Closures	Night Single Lane Closures	Night Double Lane Closures	Night Ramp Closures	Total Lane Closures (Days)
21	East Malvern Red. Bridge	Relocate Beam and Install Hand Rails		2	2		10		
22	York Rd Red Bridge	Replace Bridge		4	4		20		
23	Glen Iris Red Bridge			0	0		0		
24	Toorak Rd	Inbound: Works under bridge				30	90		
		Outbound: Works under bridge				30	30		
25	Misc Items	Gardiners Ck Bridge				4	10		
		Great Valley Rd Bridge: OB parapets demolition				8	16		
		Maintenance of existing FMS Loops					20		
		Underbore Freeway at East Malvern Bridge for Drainage works					3		
		Install Retaining wall panels near Malvern Valley Golf Complex					10		
		Guard Rail Installation - Warrigal Rd Ramp				5			5
	Central Median Works	SLU interface				20	4		
		Winton - East Malvern				28	4		
		Near Rail Portal				25	4		
		Grates: median				15	20		
		Preparatory works				12			
	High St Rd	Night time Lane Closures				60			
		Single lane operation on ramps						10	155
		Set back RE Walls					20	8	
	Gantries								
	Erect New Gantries: Full Width	Assumed 2 gantries per closure		15	15		50		
	Erect New Cantilever	Assumed 1 per night					8		

Item No	Location of Construction Impact	Program Description	Total Closure	Night Inbound Freeway Closures	Night Outbound Freeway Closures	Night Single Lane Closures	Night Double Lane Closures	Night Ramp Closures	Total Lane Closures (Days)
	Signs								
	Signage on Bridges	Assume 3 nights per bridge					15		
	Pier Protection	6 No locations				65	20		
	Remove Old Gantries and Cantilevers			2	5		14		
	Traffic Management	Set-up removal				50	140		
	Resurfacing	Asphalt Overlay (temporary & permanent)				100	100	24	
		Final Pavement Rehabilitation		Restrict Freeway to 2 lanes Friday night to Monday morning for 26 weeks					
	Linemarking	Temporary and Permanent					60		
	Street Lighting	Upgrade Luminaires Brackets and new Works				22	32		
	Ramp Metering Works							14	
	Install ITS Detection	ITS Detectors every 500m within existing lanes					10		
	Surveying, services alternation /installation					20			

Works Excluded from Schedule

1. Additional works outside the limits of freeway widening or incident response and management.
2. Sign & LUM's Gantry Works to be carried out for Southern Link Upgrade Alliance.

ID	Location Construction Impact	Program Description	Total Closure	Night I/B Freeway closures	Night O/B Freeway closures	Night Single Lane closures	Night Ramp closures	Total Lane Closure
	<u>Southern Link</u>							
14	Freeway O/B night closures at Church Street	O/B widening (Ch 12960 to 13660) O/B widening (Ch 15220 to 16120)					9 weeks	
15	Yarra Blvd O/B ramp night closures Freeway I/B night closures	Yarra BVR exit ramp					6 weeks	
16	Burnley structure beams	Burnley viaduct structural widening (Ch 13720 to 14200)		7 nights				
17	Gardiners structure beams	Gardiners Ck structure widening Relocate median barrier on Gardiners Ck viaduct		9 nights		1 month		
18	Freeway night closure, Church St	Replaces 6 lane gantry at Church St		2 nights				
19	Heyington Rail overpass	Heyington Bridge centre median				40 nights		
20	Freeway IB night closures - Gardiners Ck viaduct Gantries Resurfacing Traffic management set up/removal	I/B widening including split lane - to be done behind barriers Gardiners centre median Install gantries Assume 2 crews operating per night Assumes 20 concurrent closures	5 nights			40 nights 18 nights - multiple lane closure 50 nights		

ID	Location Construction Impact	Program Description	Total Closure	Night I/B Freeway closures	Night O/B Freeway closures	Night Single Lane closures	Night Ramp closures	Total Lane Closure
	<u>Warrigal Rd to Heatherton Rd</u>							
26	Either I/B or O/B Freeway closures	Structural widening to Forsters Road Bridge		6 nights - total for all bridges combined				
27	Close I/B closure (John mentioned it could be one or the other)	Structural widening to Ferntree Gully Road Bridge						
28		Structural widening to Police Road Bridge						
29		Structural widening to Jacksons Road Bridge						
30		Structural widening to Gladstone Road Bridge						
31		Structural widening to Dandenong Road Bridge						
		O/B and I/B Pavement widening Warrigal Rd to Forsters Rd (median)		To be done behind barriers and within shoulder - so no closures				
		O/B and I/B Pavement widening Forsters Rd to FTG Rd (median)						
		O/B and I/B pavement widening FTG Rd to Police Rd (median)						
		O/B and I/B Pavement widenings - Police Rd to Gladstone (median)						
		O/B Pavement widenings Gladstone to Heatherton (median)						

ID	Location Construction Impact	Program Description	Total Closure	Night I/B Freeway closures	Night O/B Freeway closures	Night Single Lane closures	Night Ramp closures	Total Lane Closure
	Traffic management set up/removal	Assumes traffic management implemented on both sides of median same night				90 nights		
		Adjust existing directional signs on gantries - assume two gantries per closure		3 nights	2 nights			
	<u>Westgate Contraflow</u>							
	Williamstown Rd Bridge outbound	Place new beams			1 night			
32	Westgate Bridge (all night works)	Kerbs and bollards on Westgate				100 nights		
	Resurfacing	Asphalt overlay - assumes no affect on membrane when resurfacing West Gate Bridge				60 nights		
	Gantries	Install new gantries and associated infrastructure - assumes no		2 nights	2 nights	4 nights		
	Place LEDs near Williamstown Rd IB entry ramp	Freeway lane closures				20 nights - multiple lanes		
	Pedestrian Structure	Williamstown Ramp - realign new ramp Remove/replace beams	2 nights			15 nights		2 months
	<u>Other</u>							
	Unidentified night lane closures					100 nights		

6. The principles underlying the development and application of the lane rental rates for non-agreed lane closures are:
- (a) parties agree that it is difficult to be precise but it is not intended to provide a benefit to either party;
 - (b) it is intended to be an as-accurate-as-possible representation of revenue loss during any non-agreed lane closures;
 - (c) the rates are fixed, but the PLT can use its discretion in the application of the lane rental rates for non-agreed lane closures (by unanimous agreement of the PLT members); and
 - (d) parties agree that lane rental is not applicable to catastrophic events but rather deliberate actions.
7. The following process is to be used to determine lane rental rates for non-agreed lane closures. This process will be applied as soon as practicable to develop tables of lane rental rates representing different sections of the route, times of day, days of week, lane closure types, etc.

Step 1. Identify day of week (weekday/Saturday/Sunday). Identify the start and finish time of the non-agreed lane closure (lane closure) to the closest minute. If the start or finish time of any lane closure is part way through the hour stipulated in Table 2 then for any such hour the lane rental shall be calculated using the amount stipulated in Table 2 for the relevant hour multiplied by the proportion of the hour (calculated in whole minutes) that the lane was closed. Identify which type of lane closure will be /was undertaken:

Step 2. Based on the location and direction (carriageway) of the closure identify the appropriate base rates to be used in the calculation of the lane rental using Tables 2, 3 and/or 4 as appropriate.

All rates to be used in the valuation of non-agreed lane closures are to exclude GST. If necessary, the Base Rates shown in Tables 2, 3 and 4 will be adjusted to reflect this.

Inbound and outbound directionality is defined by reference to Table 2.

Table 2: Weekday Base Rates

Hour beginning	Weekday					
	West Gate Fwy				Monash Fwy and Southern Link	
	Eastbound		westbound		eastbound	westbound
	Inbound		outbound		outbound	inbound
	West Gate Fwy proportion of Burnley Tunnel	Kings Way & Power St on-ramp proportion of Burnley Tunnel	West Gate proportion of Domain Tunnel	Kings Way & Power St off-ramp proportion of Domain Tunnel		

	70%	30%	70%	30%		
12:00 AM	\$1,242	\$532	\$601	\$257	\$2,011	\$1,183
1:00 AM	\$755	\$323	\$486	\$208	\$1,212	\$926
2:00 AM	\$552	\$236	\$484	\$207	\$921	\$906
3:00 AM	\$610	\$261	\$526	\$225	\$935	\$972
4:00 AM	\$884	\$379	\$1,432	\$614	\$1,285	\$2,494
5:00 AM	\$2,359	\$1,011	\$4,171	\$1,788	\$3,181	\$7,695
6:00 AM	\$7,827	\$3,354	\$10,440	\$4,474	\$10,308	\$22,633
7:00 AM	\$12,664	\$5,428	\$11,659	\$4,997	\$18,848	\$26,611
8:00 AM	\$12,415	\$5,321	\$11,388	\$4,881	\$19,326	\$26,047
9:00 AM	\$12,345	\$5,291	\$10,972	\$4,702	\$18,354	\$24,256
10:00 AM	\$11,309	\$4,847	\$9,880	\$4,234	\$16,968	\$20,767
11:00 AM	\$10,904	\$4,673	\$8,868	\$3,801	\$17,009	\$18,884
12:00 PM	\$11,238	\$4,816	\$8,708	\$3,732	\$18,237	\$18,355
1:00 PM	\$11,463	\$4,913	\$9,023	\$3,867	\$18,711	\$18,277
2:00 PM	\$12,743	\$5,461	\$8,739	\$3,745	\$21,105	\$17,583
3:00 PM	\$14,799	\$6,343	\$9,531	\$4,085	\$25,397	\$18,676
4:00 PM	\$13,182	\$5,649	\$10,083	\$4,321	\$22,245	\$19,635
5:00 PM	\$14,135	\$6,058	\$9,323	\$3,996	\$23,680	\$19,376
6:00 PM	\$12,788	\$5,480	\$7,878	\$3,376	\$21,517	\$16,446
7:00 PM	\$7,687	\$3,295	\$4,411	\$1,891	\$12,807	\$9,015
8:00 PM	\$4,729	\$2,027	\$2,788	\$1,195	\$8,201	\$5,588
9:00 PM	\$3,626	\$1,554	\$2,361	\$1,012	\$6,735	\$4,655
10:00 PM	\$3,282	\$1,407	\$1,800	\$771	\$6,492	\$3,514
11:00 PM	\$2,218	\$950	\$1,189	\$509	\$4,668	\$2,277

Table 3: Saturday Base Rates

Hour beginning	Weekday					
	West Gate Fwy				Monash Fwy and Southern Link	
	Eastbound		westbound		eastbound	westbound
	inbound		outbound		outbound	inbound
	West Gate Fwy proportion of Burnley Tunnel	Kings Way & Power St on-ramp proportion of Burnley Tunnel	West Gate proportion of Domain Tunnel	Kings Way & Power St off-ramp proportion of Domain Tunnel		
	70%	30%	70%	30%		
12:00 AM	\$2,080	\$892	\$1,132	\$485	\$4,703	\$2,194
1:00 AM	\$1,374	\$589	\$673	\$288	\$2,976	\$1,354
2:00 AM	\$813	\$348	\$550	\$236	\$1,870	\$970
3:00 AM	\$685	\$293	\$549	\$235	\$1,481	\$970
4:00 AM	\$736	\$316	\$827	\$355	\$1,363	\$1,588
5:00 AM	\$1,369	\$587	\$2,171	\$931	\$2,075	\$3,860
6:00 AM	\$2,658	\$1,139	\$4,750	\$2,036	\$3,876	\$9,057
7:00 AM	\$3,984	\$1,708	\$5,043	\$2,161	\$6,237	\$9,797
8:00 AM	\$5,408	\$2,318	\$5,881	\$2,520	\$8,517	\$11,949
9:00 AM	\$6,525	\$2,797	\$6,556	\$2,810	\$10,194	\$12,715
10:00 AM	\$7,621	\$3,266	\$6,882	\$2,950	\$12,558	\$14,059
11:00 AM	\$8,305	\$3,559	\$7,323	\$3,138	\$13,793	\$15,749
12:00 PM	\$8,402	\$3,601	\$7,612	\$3,262	\$14,121	\$17,413
1:00 PM	\$8,173	\$3,503	\$7,393	\$3,168	\$13,685	\$15,933
2:00 PM	\$8,203	\$3,516	\$6,213	\$2,663	\$14,372	\$12,708
3:00 PM	\$7,739	\$3,317	\$5,892	\$2,525	\$13,646	\$11,264
4:00 PM	\$8,373	\$3,588	\$6,014	\$2,578	\$15,475	\$12,194

Hour beginning	Weekday					
	West Gate Fwy				Monash Fwy and Southern Link	
	Eastbound		westbound		eastbound	westbound
	inbound		outbound		outbound	inbound
	West Gate Fwy proportion of Burnley Tunnel	Kings Way & Power St on-ramp proportion of Burnley Tunnel	West Gate proportion of Domain Tunnel	Kings Way & Power St off-ramp proportion of Domain Tunnel		
	70%	30%	70%	30%		
5:00 PM	\$10,006	\$4,288	\$7,470	\$3,202	\$21,672	\$15,270
6:00 PM	\$7,514	\$3,220	\$6,476	\$2,776	\$13,026	\$14,313
7:00 PM	\$5,107	\$2,189	\$3,793	\$1,626	\$8,418	\$9,061
8:00 PM	\$3,227	\$1,383	\$2,309	\$990	\$5,489	\$5,344
9:00 PM	\$2,888	\$1,238	\$1,914	\$820	\$5,143	\$4,329
10:00 PM	\$4,331	\$1,856	\$2,007	\$860	\$8,557	\$4,481
11:00 PM	\$2,521	\$1,080	\$1,922	\$824	\$6,418	\$4,121

Table 4: Sunday Base Rates

Hour beginning	Weekday					
	West Gate Fwy				Monash Fwy and Southern Link	
	Eastbound		westbound		eastbound	westbound
	Inbound		outbound		outbound	inbound
	West Gate Fwy proportion of Burnley Tunnel	Kings Way & Power St on-ramp proportion of Burnley Tunnel	West Gate proportion of Domain Tunnel	Kings Way & Power St off-ramp proportion of Domain Tunnel		
	70%	30%	70%	30%		
12:00 AM	\$2,134	\$914	\$1,555	\$666	\$5,506	\$2,943

Hour beginning	Weekday					
	West Gate Fwy				Monash Fwy and Southern Link	
	Eastbound		westbound		eastbound	westbound
	Inbound		outbound		outbound	inbound
	West Gate Fwy proportion of Burnley Tunnel	Kings Way & Power St on-ramp proportion of Burnley Tunnel	West Gate proportion of Domain Tunnel	Kings Way & Power St off-ramp proportion of Domain Tunnel		
	70%	30%	70%	30%		
1:00 AM	\$942	\$404	\$837	\$359	\$2,793	\$1,715
2:00 AM	\$588	\$252	\$573	\$245	\$1,888	\$1,102
3:00 AM	\$424	\$182	\$507	\$217	\$1,405	\$907
4:00 AM	\$376	\$161	\$755	\$324	\$1,080	\$1,298
5:00 AM	\$478	\$205	\$1,173	\$503	\$1,058	\$1,863
6:00 AM	\$732	\$314	\$1,882	\$807	\$1,459	\$3,544
7:00 AM	\$1,175	\$504	\$2,898	\$1,242	\$2,296	\$5,463
8:00 AM	\$1,870	\$801	\$3,599	\$1,543	\$3,439	\$7,056
9:00 AM	\$4,089	\$1,752	\$4,670	\$2,002	\$6,470	\$8,897
10:00 AM	\$5,613	\$2,406	\$5,821	\$2,495	\$9,406	\$11,076
11:00 AM	\$7,251	\$3,108	\$6,937	\$2,973	\$12,211	\$13,799
12:00 PM	\$7,928	\$3,398	\$7,460	\$3,197	\$13,341	\$15,399
1:00 PM	\$7,258	\$3,110	\$6,790	\$2,910	\$12,252	\$14,250
2:00 PM	\$7,357	\$3,153	\$5,942	\$2,547	\$12,248	\$11,698
3:00 PM	\$8,450	\$3,622	\$6,248	\$2,678	\$13,886	\$11,932
4:00 PM	\$10,494	\$4,497	\$7,491	\$3,210	\$17,595	\$13,814
5:00 PM	\$11,328	\$4,855	\$8,136	\$3,487	\$19,948	\$14,824
6:00 PM	\$8,509	\$3,647	\$5,944	\$2,547	\$13,850	\$11,850
7:00 PM	\$5,702	\$2,444	\$3,899	\$1,671	\$8,900	\$7,227
8:00 PM	\$4,325	\$1,854	\$2,901	\$1,243	\$6,906	\$5,652

Hour beginning	Weekday					
	West Gate Fwy				Monash Fwy and Southern Link	
	Eastbound		westbound		eastbound	westbound
	Inbound		outbound		outbound	inbound
	West Gate Fwy proportion of Burnley Tunnel	Kings Way & Power St on-ramp proportion of Burnley Tunnel	West Gate proportion of Domain Tunnel	Kings Way & Power St off-ramp proportion of Domain Tunnel		
	70%	30%	70%	30%		
9:00 PM	\$3,592	\$1,539	\$2,302	\$986	\$5,817	\$4,524
10:00 PM	\$2,594	\$1,112	\$1,641	\$703	\$4,561	\$3,238
11:00 PM	\$1,719	\$737	\$1,008	\$432	\$3,031	\$1,832

All base rates in Tables 2, 3 and 4 need to be increased to represent 30 June 2006 and the escalation factor is six months of tolls and 12 months of traffic (ie 2.23% and 3.4% respectively), giving a combined escalation factor of 5.7% to be applied to all Base Rates.

Base Rates in Tables 2, 3 and 4 are escalated annually from 30 June 2006 at the cumulative compound growth rates of 4.5% pa (for toll escalation) and the traffic growth rates shown in Table 5 (which is based on the baseline traffic growth rate used in to calculate baseline revenues in the revenue sharing agreement).

Table 5: Traffic Growth Rates

Financial Year (ending 30 June)	Traffic Growth Rate
2007	2.75%
2008	3.44%
2009	2.41%
2010	2.39%
2011	2.38%
2012	2.36%
2013	2.35%

Financial Year (ending 30 June)	Traffic Growth Rate
2014	2.34%
2015	2.33%

For Short Lane Closures, the Base Rates will be adjusted using the Short Lane Closure Demand Diversion Factors shown in Table 6.

Table 6: Short Lane Closure Demand Diversion Factors

Time of Day (hour beginning)	Weekdays				Saturdays		Sundays	
	1 lane available		2 lanes available		1 lane available		1 lane available	
	In-bound	Out-bound	In-bound	Out-bound	In-bound	Out-bound	In-bound	Out-bound
12:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
1:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
2:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
3:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
4:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
5:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
6:00 AM	63%	21%	25%	0%	18%	0%	0%	0%
7:00 AM	90%	57%	53%	21%	22%	0%	0%	0%
8:00 AM	88%	63%	51%	27%	28%	18%	0%	0%
9:00 AM	80%	53%	43%	17%	34%	25%	22%	0%
10:00 AM	62%	54%	25%	18%	39%	37%	30%	26%
11:00 AM	58%	58%	20%	22%	36%	44%	38%	35%
12:00 PM	60%	59%	23%	23%	38%	44%	37%	37%
1:00 PM	54%	59%	17%	23%	35%	41%	33%	33%
2:00 PM	56%	79%	19%	43%	32%	41%	31%	37%
3:00 PM	60%	87%	23%	51%	34%	38%	31%	47%
4:00 PM	57%	75%	20%	39%	30%	41%	39%	50%
5:00 PM	45%	74%	15%	38%	38%	40%	39%	50%

Time of Day (hour beginning)	Weekdays				Saturdays		Sundays	
	1 lane available		2 lanes available		1 lane available		1 lane available	
	In-bound	Out-bound	In-bound	Out-bound	In-bound	Out-bound	In-bound	Out-bound
6:00 PM	63%	75%	25%	39%	46%	40%	29%	40%
7:00 PM	40%	47%	0%	0%	27%	25%	0%	25%
8:00 PM	0%	24%	0%	0%	0%	0%	0%	0%
9:00 PM	0%	18%	0%	0%	0%	0%	0%	0%
10:00 PM	0%	19%	0%	0%	0%	0%	0%	0%
11:00 PM	0%	0%	0%	0%	0%	0%	0%	0%

For no lanes available on any day the Short Lane Closure Demand Diversion Factor is 70%.
For three lanes available at any time and for two lanes available for Saturday and Sunday, the Short Lane Closure Demand Diversion Factor is 0%.

For a Long Lane Closure, the Long Lane Closure Demand Diversion Factor will be 70% of the Short Lane Closure Demand Diversion Factor.

Step 3. Identify the appropriate lane availability factor for the closure from Table 7.

Table 7: Lane Availability Factor

Time of Day (hour beginning)	Weekdays				Saturdays		Sundays	
	1 lane available		2 lanes available		1 lane available		1 lane available	
	In-bound	Out-bound	In-bound	Out-bound	In-bound	Out-bound	In-bound	Out-bound
12:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
1:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
2:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
3:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
4:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
5:00 AM	0%	0%	0%	0%	0%	0%	0%	0%
6:00 AM	56%	14%	12%	0%	6%	0%	0%	0%
7:00 AM	67%	54%	33%	8%	15%	0%	0%	0%
8:00 AM	66%	57%	32%	13%	25%	6%	0%	0%

Time of Day (hour beginning)	Weekdays				Saturdays		Sundays	
	1 lane available		2 lanes available		1 lane available		1 lane available	
	In-bound	Out-bound	In-bound	Out-bound	In-bound	Out-bound	In-bound	Out-bound
9:00 AM	63%	51%	27%	2%	34%	21%	16%	0%
10:00 AM	56%	52%	11%	3%	39%	37%	28%	23%
11:00 AM	53%	54%	6%	9%	36%	44%	38%	36%
12:00 PM	54%	55%	9%	10%	38%	44%	37%	38%
1:00 PM	51%	55%	2%	9%	35%	41%	32%	33%
2:00 PM	52%	64%	4%	27%	32%	41%	30%	37%
3:00 PM	55%	67%	9%	33%	34%	38%	30%	46%
4:00 PM	53%	62%	5%	25%	30%	41%	38%	49%
5:00 PM	44%	62%	0%	24%	38%	40%	38%	49%
6:00 PM	56%	62%	12%	25%	46%	40%	27%	40%
7:00 PM	39%	47%	0%	0%	24%	22%	0%	21%
8:00 PM	0%	20%	0%	0%	0%	0%	0%	0%
9:00 PM	0%	7%	0%	0%	0%	0%	0%	0%
10:00 PM	0%	9%	0%	0%	0%	0%	0%	0%
11:00 PM	0%	0%	0%	0%	0%	8%	0%	0%

For no lanes available on any day, the Lane Availability Factor is 100%. For three lanes available at any time and for two lanes available for Saturday and Sunday, the Lane Availability Factor is 0%.

Apply the Lane Availability Factors to the Base Rates (adjusted for Short or Long Closures as appropriate).

Note that the factors in Table 7 are based on the following lane capacities:

- (a) Inbound: 1,950 vph/lane; and
- (b) Outbound: 1,880 vph/lane.

Step 4. Identify the location adjustment factor from Table 8, where for inbound closures the base adjustment factor is used as the location adjustment factor but for outbound closures, the base adjustment factor is multiplied by the outbound adjustment factor to give the location adjustment factor.

The Pre-Eastlink factors apply until any ramp between Monash Fwy and Eastlink is open to traffic and then the post-Eastlink factors will apply.

Table 8: Location Adjustment Factor

Location of Non-Agreed Lane Closure	Base Adjustment Factor		Outbound Adjustment Factor
	pre-Eastlink	post-Eastlink	
On Southern Link			
Glenferrie Rd – Yarra Blvd	100%	100%	100%
Yarra Blvd – Burnley St	98%	98%	100%
Punt Rd & Batman Ave on-ramp eastbound	35%	35%	100%
Burnley St to Domain Tunnel westbound	105%	105%	100%
East of Southern Link			
Glenferrie Rd - Toorak Rd	100%	100%	100%
Toorak Rd - Burke Rd	89%	89%	100%
Burke Rd - High St	81%	81%	100%
High St - Warrigal Rd	71%	71%	100%
Warrigal Rd - Huntingdale Rd	56%	56%	88%
Huntingdale Rd - Forster Rd	56%	56%	76%
Forster Rd - Blackburn Rd	51%	51%	64%
Blackburn Rd - Ferntree Gully Rd	41%	45%	53%
Ferntree Gully Rd - Springvale Rd	30%	39%	41%
Springvale Rd - Wellington Rd	30%	39%	29%
Wellington Rd - Jacksons Rd	23%	35%	17%
Jacksons Rd - EastLink	19%	32%	5%
West of Southern Link			
Tunnels – Kings Way	100%	100%	100%
Kings Way – Montague St	84%	84%	100%
Montague St – Bolte Bridge	78%	78%	100%
Bolte Bridge – Todd Rd	67%	67%	100%
Todd Rd – Williamstown Rd (West Gate Bridge)	50%	50%	100%

Location of Non-Agreed Lane Closure	Base Adjustment Factor		Outbound Adjustment Factor
	pre-Eastlink	post-Eastlink	
Williamstown Rd to railway between Williamstown Rd and Millers Rd	38%	38%	100%
Western Link			
On Bolte Bridge Off Ramp to West Gate Freeway east bound (being from the nose of the existing off ramp on Bolte Bridge to nose of the ramp as it enters West Gate Freeway).	15%	15%	0%

For the avoidance of doubt lane rentals are not to be charged for non-agreed closures of ramps, except for the Bolte Bridge off ramp to West Gate Freeway eastbound.

Step 5. Apply the location adjustment factor to the base rates adjusted for lane availability to give the adjusted rates and round the adjusted rate off to the nearest whole \$1,000. Where the location of a lane closure crosses one or more of the Locations of Non-Agreed Lane Closures set out in column 1 of Table 8, a single Location Adjustment Factor will be used being the highest Location Adjustment Factor for the Locations of Non-Agreed Lane Closures (set out in column 1 of Table 8) affected by the Lane Closure.

Step 6. Sum the resultant rounded adjusted rates for the closure to determine the lane rental value.

Annexure C - State Road Works Scope

1. State Road Works Scope

Note: Although the State will endeavour to design the works in the middle column(s) to achieve the speeds in the last column, the State does not warrant, make any representation or assume any responsibility that those works will do so.

There are a number of lanes, ramps, loops and carriageways in the tables below that are referred to more than once. Those multiple references do not create an obligation to replicate such lanes, ramps, loops or carriageways.

Section 1: West Gate Freeway from the Rail Line west of Williamstown Road to West Gate Bridge – Contraflow

Movement	Outbound (West Bound)	Inbound (East Bound)	Agreed Design Speeds
Rail Line west of Williamstown Road to West Gate Bridge	<p>5 Lanes in pm peak where contraflow is operating.</p> <p>3 lanes contra peak where contraflow operating in am peak.</p> <p>4 lanes at other times or outside contraflow area.</p> <p>On West Gate Bridge, 2.4m outside shoulder, 0.3 inside clearance to barrier and 3.4m outside traffic lane.</p> <p>(Note: possible alternative cross section on West Gate Bridge post potential bridge strengthening.)</p> <p>(Note: provision to be made for possible future connection from Hyde Street to Freeway.)</p>	<p>5 Lanes in am peak where contraflow is operating.</p> <p>3 lanes contra peak where contraflow operating in pm peak.</p> <p>4 lanes at other times or outside contraflow area.</p> <p>On West Gate Bridge, 2.4m outside shoulder, 0.3 inside clearance to barrier and 3.4m outside traffic lane.</p> <p>(Note: possible alternative cross section on West Gate Bridge post potential bridge strengthening.)</p> <p>(Note: provision to be made for possible future connection from Freeway to Hyde Street.)</p>	<p>80 km/h</p> <p>Minimum Design std criteria on freeway (103m SSD)</p> <p>100 km/h outside contraflow area</p> <p>On West Gate Bridge posted speed limit will be 80 km/h. (See note(h))</p> <p>Posted speed may be less than 80 km/h with contraflow operation, and dependent on detail design and safety assessment. As is current practice, posted speed on the West Gate Bridge may also be reduced for safety or operational reasons, including, but not limited to, periods of high wind, maintenance work or unintended interruptions to freeway operations. (See note(h))</p>

Notes

- (a) Lane widths to be in the range of 3.3m to 3.5m wide but may be reduced to 3.2m where required to meet local site constraints or where otherwise noted.
- (b) Final design scope may be varied if agreed between all parties.
- (c) SSD = Car Stopping Sight Distance.
- (d) Minimum clearance to median barrier to be the greater of 0.3m or as required to achieve SSD.
- (e) Minimum outer shoulder width to be the greater of 0.5m or as required to achieve SSD.
- (f) Except where noted in the table above, adopt desirable design standard criteria.
- (g) Except where noted in the table above, engineering standards (Design and construction including design life) to VicRoads and Australian standards and guidelines. Where there is any ambiguity, discrepancy or inconsistency between these documents, VicRoads standards will take precedence.
- (h) The matters referred to in the noted paragraphs do not form part of the State Road Works Scope, State Road Works, State Road Upgrade nor part of the requirements of State Road Upgrade Completion.

Section 2: West Gate Freeway from West Gate Bridge to City Link Tunnels

Movement	Outbound (West Bound)	Agreed Design Speeds
Domain Tunnel westbound exit to Power Street	Existing exit retained	No alteration to the existing design standards
Domain Tunnel westbound exit to Kings Way	Existing exit retained	No alteration to the existing design standards
Power Street westbound entry ramp	<p>Single lane gain to 3 lanes exiting from Domain Tunnel.</p> <p>Lane gain exits to collector/distributor carriageway to Bolte Bridge and Todd Road.</p> <p>Ramp signals are to be located on the westbound Power Street entry ramp on Project Land (as defined in the Concession Deed).</p> <p>The ramp signals referred to above are intended to be operated in a manner that seeks to avoid flow breakdown on the West Gate Freeway between the nose of the westbound Power Street entry ramp and Montague Street. (See note (i))</p>	<p>80 km/h</p> <p>Minimum Design std criteria on freeway (103m, SSD)</p>
Existing Kings Way westbound entry ramp	<p>Existing two lane ramp extended to the western boundary of Montague Street.</p> <p>No exit to Montague Street.</p>	<p>80 km/h</p> <p>Minimum Design std criteria on freeway (103m SSD)</p>
Westbound exit to Montague Street	Single lane exit. Movement from Kings Way to Montague Street not provided.	<p>80 km/h</p> <p>Minimum Design std criteria at nose (103m SSD)</p>
West Gate Freeway at Montague Street	<p>3 lanes at the eastern boundary of Montague Street reducing to 2 lanes near the western boundary of Montague Street leading to West Gate Bridge.</p> <p>2 lane collector/distributor carriageway leading to Bolte Bridge and Todd Road.</p> <p>2 lanes from the existing Kings Way westbound entry ramp.</p>	<p>80 km/h</p> <p>Minimum Design std criteria on freeway (103m SSD)</p>
Montague Street westbound entry ramp	<p>Single lane gain with additional lane merge adding to the 2 lanes to West Gate Bridge.</p> <p>Single lane merge to the 2 lane collector/distributor carriageway to Bolte</p>	<p>80 km/h</p> <p>Minimum Design std criteria on freeway (103m SSD)</p>

	Bridge and Todd Road.	
Bolte Bridge westbound ramp to West Gate Bridge	Single lane with split to either merge to freeway or exit to Todd Road	No alteration to the existing design standards
West Gate Freeway westbound exit to Todd Road	Single lane exit from freeway via collector/distributor carriageway. (Note: Todd Road exit from the westbound freeway carriageway may be deleted).	80 km/h Minimum Design std criteria at nose (103m SSD)
West Gate Freeway westbound exit loop to Bolte Bridge (north bound)	3 lanes on approach to the Bolte Bridge splitting to: - 2 lanes on loop to Bolte Bridge - Single lane exit to Todd Road from loop to merge with Bolte Bridge west bound ramp to West Gate Bridge.	No alteration to the existing design standards
West Gate Freeway between Bolte Bridge and contraflow crossover	4 lanes	80 km/h Minimum Design std criteria on freeway (103m SSD)
Todd Road westbound entry ramp	Single lane gain during contraflow operation in pm peak. Single lane merge at other times.	80 km/h Minimum Design std criteria on freeway (103m SSD) 80 km/h max posted speed on bridge (See note (j))

Notes

- (a) Lane widths to be in the range of 3.3m to 3.5m wide but may be reduced to 3.2m where required to meet local site constraints or where otherwise noted.
- (b) Final design scope may be varied if agreed between all parties.
- (c) SSD = Car Stopping Sight Distance
- (d) Minimum clearance to median barrier to be the greater of 0.3m or as required to achieve SSD.
- (e) Minimum outer shoulder width to be the greater of 0.5m or as required to achieve SSD.
- (f) Except where noted in the table above, adopt desirable design standard criteria.
- (g) Except where noted in the table above, engineering standards (Design and construction including design life) to VicRoads and Australian standards and guidelines. Where there is any ambiguity, discrepancy or inconsistency between these documents, VicRoads standards will take precedence.

(h) Todd Road exit from the westbound freeway carriageway may be deleted.

(i) The matters referred to in the noted paragraph (other than the construction of the ramp signal) do not form part of the State Road Works Scope, State Road Works, State Road Upgrade nor part of the requirements of State Road Upgrade Completion.

(j) The matters referred to in the noted paragraph do not form part of the State Road Works Scope, State Road Works, State Road Upgrade nor part of the requirements of State Road Upgrade Completion.

Movement	Inbound (East Bound)	Agreed Design Speeds
West Gate Bridge eastbound to Todd Road and Bolte Bridge	2 lanes exit to Cook St/Todd Road and 1 lane exit to Bolte Bridge	80 km/h Minimum Design std criteria at nose (103m SSD)
West Gate Freeway eastbound between Contraflow Crossover and Bolte Bridge	4 Lanes	80 km/h Minimum Design std criteria on freeway (103m SSD)
West Gate Freeway eastbound between Bolte Bridge and Montague Street	6 lanes comprising: * 2 Lanes from West Gate Bridge to Burnley Tunnel * 1 Lane from West Gate Bridge to Montague Street * 1 Lane from Bolte Bridge to Burnley Tunnel (new ramp) * 1 Lane from West Gate Bridge to Kings Way * 1 lane from Bolte Bridge to Lorimer St/Kings Way	80 km/h Minimum Design std criteria on freeway (103m SSD)
West Gate Freeway eastbound between Montague Street and Burnley Tunnel	5 Lanes comprising: * 2 Lanes from West Gate Bridge to Burnley Tunnel * 1 Lane from Bolte Bridge to Burnley Tunnel (new ramp) * 1 Lane from West Gate Bridge to Kings Way * 1 lane from Bolte Bridge to Kings Way	80 km/h Minimum Design std criteria on freeway (103m SSD)
Bolte Bridge eastbound to Lorimer Street and Kings Way	Utilises existing eastbound entry ramp 1 lane from Bolte Bridge to Lorimer St/Kings Way	80 km/h Minimum Design std criteria (103m SSD)
Bolte Bridge eastbound to Power Street and Burnley Tunnel	1 Lane from Bolte Bridge to Burnley Tunnel (new ramp)	80 km/h Absolute Minimum Design std criteria (92m SSD)
Montague Street eastbound entry ramp to Burnley	Single lane merge	80 km/h Minimum Design std

Movement	Inbound (East Bound)	Agreed Design Speeds
Tunnel and Power Street		criteria on freeway (103m SSD)
Power Street eastbound exit ramp	Retain existing single lane exit.	No alteration to the existing design standards
Kings Way eastbound entry ramp to Burnley Tunnel	<p>Single lane merge</p> <p>Minimum length from ramp nose to end of full width runout zone (where full width is 2.5m) -- 250m.</p> <p>During detailed design, parties to agree:</p> <ul style="list-style-type: none"> * an optimum balance between the entry taper and runout length; * the maximum increase in crossfall allowable in the gore area so as to increase the minimum length of the ramp merge and runout zone (as per the paragraph above); and * the extent to which the entry ramp gradeline can be lowered to increase the minimum length of the ramp merge and runout zone (as per the paragraph above) if this can be achieved without impacting on the tunnel structure or tunnel performance. <p>Ramp signals are to be located on Project Land (as defined in the Concession Deed).</p>	<p>Minimum Design std 80km/h at nose. From the nose to the end of the taper no alteration to the existing design standards.</p> <p>Notes (f) and (g) do not apply.</p>
Power Street eastbound entry to Burnley Tunnel	<p>Movement deleted</p> <p>Access via Kings Way ramp</p>	Not applicable

Notes

- (a) Lane widths to be in the range of 3.3m to 3.5m wide but may be reduced to 3.2m where required to meet local site constraints or where otherwise noted.
- (b) Final design scope may be varied if agreed between all parties.
- (c) SSD = Car Stopping Sight Distance
- (d) Minimum clearance to median barrier to be the greater of 0.3m or as required to achieve SSD.
- (e) Minimum outer shoulder width to be the greater of 0.5m or as required to achieve SSD.
- (f) Except where noted in the table above, adopt desirable design standard criteria.

(g) Except where noted in the table above, engineering standards (Design and construction including design life) to VicRoads and Australian standards and guidelines. Where there is any ambiguity, discrepancy or inconsistency between these documents, VicRoads standards will take precedence.

Note: There is no Section 3 in this Annexure.

Section 4 : Monash Freeway from eastern abutment of Gardiners Creek elevated structure to Heatherton Road

Section	Outbound (East bound)	Inbound (West bound)	Agreed Design Speeds
Eastern abutment of Gardiners Creek elevated structure to Toorak Rd	<p>4 lanes plus extended trap lane for Toorak Rd exit</p> <p>Outside shoulder widths between 1.0 m and 3.0 m except at structures where a minimum of 0.6m is provided.</p> <p>Inside shoulder 1 m except at structures where it may be reduced to 0.5m.</p>	<p>4 lanes</p> <p>Outside shoulder widths between 1.0 m and 3.0 m except at structures where a minimum of 0.6m is provided.</p> <p>Inside shoulder 1 m except at structures where it may be reduced to 0.5m.</p>	<p>80 km/h</p> <p>minimum Design std criteria (103m SSD).</p>
Toorak Road to High Street	<p>4 lanes plus lane gain from the Toorak Road on ramp to trap lane at High Street exit ramp.</p> <p>Outside shoulder widths between 1.0 m and 3.0 m except at structures where a minimum of 0.6m is provided.</p> <p>Inside shoulder 1 m except at structures where it may be reduced to 0.5m.</p>	<p>4 Lanes plus lane gain from High Street on ramp to Toorak Road exit ramp.</p> <p>Outside shoulder widths between 1.0 m and 3.0 m except at structures where a minimum of 0.6m is provided.</p> <p>Inside shoulder 1 m except at structures where it may be reduced to 0.5m.</p>	<p>80 km/h</p> <p>minimum Design std criteria (103m SSD).</p>
High Street to Warrigal Road	<p>4 Lanes to trap lane at Warrigal Road exit ramp.</p> <p>3 Lanes from exit nose at Warrigal Road to entry nose at Warrigal Road.</p> <p>Outside shoulder width of 3.0 m except at structures where a minimum of 0.6 m is provided.</p> <p>Inside shoulder 1 m except at structures where it may be reduced to 0.5m.</p>	<p>4 Lanes from lane gain at Warrigal Road on ramp.</p> <p>3 Lanes from exit nose at Warrigal Road to entry nose at Warrigal Road.</p> <p>Outside shoulder width of 3.0m except at structures where a minimum of 0.6 m is provided.</p> <p>Inside shoulder 1 m except at structures where it may be reduced to 0.5m.</p>	<p>100 km/h</p> <p>Minimum Design std criteria on freeway (157 SSD) except 90 km/h Desirable Design std criteria on freeway (140m SSD) around curves near Moira St, Darling Station, East Malvern</p>

			Station and between the railway portal and Waverley Road.
Warrigal Road to Heatherton Road	<p>4 Lanes from lane gain at Warrigal Road on ramp</p> <p>3 Lanes from exit nose at Warrigal Road to entry nose at Warrigal Road</p> <p>Proposed works to extend as required to match into existing 4 lane cross-section east of Heatherton Road</p> <p>3.0 m outside shoulder except at structures</p> <p>2.5 m inside shoulder except at structures</p> <p>Minimum 1.0 m inside and outside shoulder at structures</p>	<p>4 Lanes to lane drop at Warrigal Road exit ramp</p> <p>3 Lanes from exit nose at Warrigal Road to entry nose at Warrigal Road</p> <p>Proposed works to extend as required to match into existing 4 lane cross-section east of Heatherton Road</p> <p>3.0 m outside shoulder except at structures</p> <p>2.5 m inside shoulder except at structures</p> <p>Minimum 1.0 m inside and outside shoulder at structures</p>	<p>100 km/h</p> <p>minimum Design std criteria (157m SSD).</p>

Notes

- (a) Lane widths to be in the range of 3.3m to 3.5m wide but may be reduced to 3.2m where required to meet local site constraints or where otherwise noted.
- (b) Final design scope may be varied if agreed between all parties.
- (c) SSD = Car Stopping Sight Distance
- (d) Except where noted in the table above, adopt desirable design standard criteria.
- (e) Except where noted in the table above, engineering standards (Design and construction including design life) to VicRoads and Australian standards and guidelines. Where there is any ambiguity, discrepancy or inconsistency between these documents, VicRoads standards will take precedence.

2. Drawings

The drawings attached represent a design solution to satisfy the functional scope as described in Sections 1, 2, and 4 of Part 1 of this Annexure. These designs should not limit the ability to develop alternative design solutions that satisfy the functional requirements.

Refer Drawings:

Document No.	Rev	Last Issued	Document Description
J:\30024105\3302.dwg	D	27/06/06	WEST GATE FWY – WILLIAMSTOWN RAILWAY LINE TO WGB ALIGNMENT
J:\30024105\3303.dwg	D	29/06/06	WEST GATE FWY – WILLIAMSTOWN RAILWAY LINE TO WGB ALIGNMENT
J:\30024105\3304.dwg	C	29/06/06	WEST GATE FWY – WILLIAMSTOWN RAILWAY LINE TO WGB ALIGNMENT
J:\30024105\3305.dwg	B	27/06/06	WEST GATE FWY – WILLIAMSTOWN RAILWAY LINE TO WGB ALIGNMENT
J:\30024105\3902.dwg	D	29/06/06	WEST GATE FWY – WILLIAMSTOWN RAILWAY LINE TO WGB TYPICAL CROSS
J:\30024105\3903.dwg	C	27/06/06	WEST GATE FWY – WILLIAMSTOWN RAILWAY LINE TO WGB TYPICAL CROSS
J:\30024105\3904.dwg	D	27/06/06	WEST GATE FWY – WILLIAMSTOWN RAILWAY LINE TO WGB TYPICAL CROSS
WD-W02-DRG-RG10-2001	A	24/04/08	ROAD WORKS W02-RG10 - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 8647.177 TO CH 8820 SHEET 1
WD-W02-DRG-RG10-2002	A	24/04/08	ROAD WORKS W02-RG10 - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 8820 TO CH 9150 SHEET 2
WD-W02-DRG-RG10-2003	A	24/04/08	ROAD WORKS W02-RG10 - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 9150 TO CH 9470 SHEET 3
WD-W02-DRG-RG10-2004	A	24/04/08	ROAD WORKS W02-RG10 - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 9470 TO CH 9770 SHEET 4
WD-W02-DRG-RG10-2005	A	24/04/08	ROAD WORKS W02-RG10 - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 9770 TO CH 10100 SHEET 5
WD-W02-DRG-RG10-2006	A	24/04/08	ROAD WORKS W02-RG10 - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 10090 TO CH 10450 SHEET 6
WD-W02-DRG-RG10-2007	A	24/04/08	ROAD WORKS W02-RG10 - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 8647.177 TO CH 8820 SHEET 1 ROAD WORKS W02-RG10 CITYLINK / WESTERN LINK - ALIGNMENT PLAN - SHEET 7
WD-W02-DRG-RG20-2001	0	24/04/08	ROAD WORKS DRAWINGS - MAIN CARRIAGEWAY & RAMPS CH 10450 - CH 10690 - ALIGNMENT PLAN - SHEET 1
WD-W02-DRG-RG20-2002	0	24/04/08	ROAD WORKS DRAWINGS - MAIN CARRIAGEWAY & RAMPS CH 10690 - CH 11000 - ALIGNMENT PLAN - SHEET 2

Document No.	Rev	Last Issued	Document Description
WD-W02-DRG-RG20-2003	0	24/04/08	ROAD WORKS DRAWINGS - RAMP L & RAMP Z - ALIGNMENT PLAN - SHEET 3
WD-W01-DRG-RG10-2001	1	30/07/08	ROAD GEOMETRY DRAWINGS - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 11000 - CH 11330 - SHEET 1
WD-W01-DRG-RG10-2002	0	24/04/08	ROAD GEOMETRY DRAWINGS - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 11330 - CH 11670 - SHEET 2
WD-W01-DRG-RG10-2003	0	24/04/08	ROAD GEOMETRY DRAWINGS - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 11670 - CH 11990 - SHEET 3
WD-W01-DRG-RG10-2004	0	24/04/08	ROAD GEOMETRY DRAWINGS - MAIN CARRIAGEWAY - ALIGNMENT PLAN - CH 11990 - CH 12300 - SHEET 4
WD-W01-DRG-RG20-2001	0	24/04/08	MAIN CARRIAGEWAY CH 12300 - CH 12610 ALIGNMENT PLAN SHEET 1
WD-W01-DRG-RG20-2002	0	24/04/08	MAIN CARRIAGEWAY CH 12610 - CH 12890 ALIGNMENT PLAN SHEET 2
WD-W01-DRG-RG20-2003	0	24/04/08	:MAIN CARRIAGEWAY CH 12890 - CH 13100 ALIGNMENT PLAN SHEET 3
WD-W01-DRG-RG30-2001	A	24/04/08	MAIN CARRIAGEWAY CH 13100 - CH 13430 ALIGNMENT PLAN - SHEET 1
WD-W01-DRG-RG30-2002	A	24/04/08	MAIN CARRIAGEWAY CH 13430 - CH 13750 - ALIGNMENT PLAN - SHEET 2
WD-W01-DRG-RG30-2003	A	24/04/08	MAIN CARRIAGEWAY CH 13750 - CH 14058 - ALIGNMENT PLAN - SHEET 3
MA-C-0101	D	25/02/08	ALIGNMENT PLAN – SHEET 1
MA-C-0102	D	25/02/08	ALIGNMENT PLAN – SHEET 2
MA-C-0103	D	25/02/08	ALIGNMENT PLAN – SHEET 3
MA-C-0104	D	25/02/08	ALIGNMENT PLAN – SHEET 4
MA-C-0105	D	11/03/08	ALIGNMENT PLAN – SHEET 5
MA-C-0106	D	11/03/08	ALIGNMENT PLAN – SHEET 6
MA-C-0107	D	11/03/08	ALIGNMENT PLAN – SHEET 7
MA-C-0108	D	25/02/08	ALIGNMENT PLAN – SHEET 8
MA-C-0109	D	25/02/08	ALIGNMENT PLAN – SHEET 9
MA-C-01010	D	25/02/08	ALIGNMENT PLAN – SHEET 10
MA-C-01011	D	7/04/08	ALIGNMENT PLAN – SHEET 11
MA-C-01012	D	7/04/08	ALIGNMENT PLAN – SHEET 12
MA-C-01013	D	7/04/08	ALIGNMENT PLAN – SHEET 13
MA-C-01014	D	7/04/08	ALIGNMENT PLAN – SHEET 14
MA-C-01015	D	7/04/08	ALIGNMENT PLAN – SHEET 15
MA-C-01016	D	7/04/08	ALIGNMENT PLAN – SHEET 16
MA-C-01017	D	7/04/08	ALIGNMENT PLAN – SHEET 17

Document No.	Rev	Last Issued	Document Description
MA-C-01018	D	7/04/08	ALIGNMENT PLAN – SHEET 18
MA-C-01019	D	7/04/08	ALIGNMENT PLAN – SHEET 19
MA-C-01020	D	7/04/08	ALIGNMENT PLAN – SHEET 20
MA-C-01021	D	7/04/08	ALIGNMENT PLAN – SHEET 21
MA-C-01022	D	7/04/08	ALIGNMENT PLAN – SHEET 22
MA-C-01023	B	24/04/08	ALIGNMENT PLAN – SHEET 23
J:\30024105\5051.dwg		20/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 1
J:\30024105\5052.dwg		15/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 2
J:\30024105\5053.dwg		9/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 3
J:\30024105\5054.dwg		15/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 4
J:\30024105\5055.dwg		9/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 5
J:\30024105\5056.dwg		15/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 6
J:\30024105\5057.dwg		15/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 7
J:\30024105\5058.dwg		14/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 8
J:\30024105\5059.dwg		14/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 9
J:\30024105\5060.dwg		20/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 10
J:\30024105\5061.dwg		14/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 11
J:\30024105\5062.dwg		14/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 12
J:\30024105\5063.dwg		20/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 13

Document No.	Rev	Last Issued	Document Description
J:\30024105/5064.dwg		14/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 14
J:\30024105/5065.dwg		14/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 15
J:\30024105/5066.dwg		15/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 16
J:\30024105/5067.dwg		20/12/05	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 17
J:\30024105/5068.dwg		9/05/06	MONASH FWY WARRIGAL RD TO HEATHERTON RD AERIAL PHOTO PLAN SHEET 18
J:\30024105/5901.dwg	B	8/05/06	MONASH FREEWAY WARRIGAL RD TO HEATHERTON RD TYPICAL CROSS SECTIONS SHEET 1
J:\30024105/5902.dwg	B	8/05/06	MONASH FREEWAY WARRIGAL RD TO HEATHERTON RD TYPICAL CROSS SECTIONS SHEET 2
J:\30024105/5903.dwg	B	8/05/06	MONASH FREEWAY WARRIGAL RD TO HEATHERTON RD TYPICAL CROSS SECTIONS SHEET 3
J:\30024105/5904.dwg	B	8/05/06	MONASH FREEWAY WARRIGAL RD TO HEATHERTON RD TYPICAL CROSS SECTIONS SHEET 4

Annexure D - Not used

Annexure E - State Road Works Certifying Engineer

Selection of the State Road Works Certifying Engineer will be based on:

- (a) information as to the individual's ability to perform the functions set out in clause 7(d) of the Deed;
- (b) the individual's proposed methodology for the performance of those functions;
- (c) an outline of the individual's relevant expertise and experience in projects of a similar type and nature. In particular, the parties require that the individual must be experienced in road and bridge design and construction, traffic engineering and freeway management systems; and
- (d) pre-qualification in relation to VicRoads existing requirements for road and bridge design and construction, and traffic engineering (where applicable).

Annexure F - Target Project Milestones

1. The following target project milestones have been agreed by the parties as a genuine estimate of the completion dates for each section of the project based on the reference designs developed to date. The milestones are based on predicted construction durations for each section, with construction commencing in February 2007 for Southern Link and July 2007 for the West Gate Freeway and Monash Freeway sections.
2. The milestones will be amended by PLT agreement when functional design is verified and as contractors commence detailed investigation of the design and construction process.
3. The milestones have generally been developed independently of each section, however all efforts will be made during preconstruction and construction to optimise the milestones to achieve “Best for M1 Project” outcomes.
4. Within three months after the Execution Date, the PLT shall arrange the formation of a joint programming group to, where practicable, coordinate construction activities and optimise completion dates. Both the State and the City Link Parties shall provide a monthly report to the PLT detailing the progress of works, forecast programming, delays, problems and any foreseeable and/or anticipated risks.
5. For the avoidance of doubt, this Schedule has been attached to this Deed by the parties for convenience only and does not form part of the contract between the parties.

Item	Project Section	Estimated Duration	Milestone Date	Comments
1	West Gate Freeway <i>(Williamstown Rd to West Gate Bridge)</i>	12 months	June 2008	This section of the project is not required until the West Gate Freeway section east of the bridge is completed. These works will be completed later than indicated unless specific project benefits can be identified.
2	West Gate Bridge <i>(Contra-flow)</i>	9 months	December 2008 <i>(earliest date)</i>	This section of the project is not required until the West Gate Freeway section east of the bridge is completed. These works will be completed later than indicated unless specific project benefits can be identified.
3	West Gate Freeway <i>(West Gate Bridge to tunnel)</i> Todd Road <i>(north side of service centres)</i>	36 months <i>(controlling activity)</i> 6 months	July 2010 December 2007	Whole length of this section. Works will provide an alternative exit when Montague St interchange is being reconstructed.

Item	Project Section	Estimated Duration	Milestone Date	Comments
	Montague Street <i>(eastbound exit ramp only, in centre of WGF)</i>	9 months	March 2008	Works will provide an alternative exit when Montague St interchange is being reconstructed and Kingsway/Power St works are underway.
	Kings Way and Power Street	To be determined	To be determined	Milestone date cannot be determined at this time, subject to additional survey work and review of construction method and staging.
4	Southern Link (Transurban)	30 months	June 2009	Start date for work on this section is assumed to be February 2007.
5	Monash Freeway <i>(Glenferrie Rd to Warrigal Rd)</i>	24 months	December 2009	Work at Toorak Rd and High Street Rd are NOT undertaken concurrently to minimise disruption to traffic during construction.
6	Monash Freeway <i>(Warrigal Rd to Heatherton Rd)</i>	30 months	December 2009	Works on this section could be completed earlier using a number of concurrent construction packages if specific project benefits are identified.
7	Ramp metering sites – outside limits of M1 project widening works.	Various	To be determined	Ramp metering of approach roads managed by Freeway Management System (FMS) could be constructed early.
8	Freeway Management System - development and trialling of pilot on a small number of ramp metered sites.	24 months	June 2009	Intermediate milestone to assist in successful delivery of FMS.

Annexure G - Land