

**EXHIBIT HH**

**Freeway Management System Coordination  
Agreement**

CLAYTON UTZ

# Freeway Management System Coordination Agreement

Tim Pallas MP, Minister for Roads and Ports of the State of Victoria, for and on behalf of the Crown in right of the State of Victoria

State



CityLink Melbourne Limited  
ACN 070 810 678

Company



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# Freeway Management System Coordination Agreement made at Melbourne on 30 JUNE 200

**Parties** Tim Pallas MP, Minister for Roads and Ports of the State of Victoria, for and on behalf of the Crown in right of the State of Victoria

("State")

**CityLink Melbourne Limited ACN 070 810 678** of Level 43, Rialto South Tower, 525 Collins Street, Melbourne, Victoria

("Company")

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## 1. Background

- A. The Company is responsible for the control of the day-to-day operation of the Link (including traffic and directional signals, maintenance, traffic control and general facilitation of the efficient operation of the Link).
- B. The parties have agreed that:
- (a) the State is required to procure the design, implementation and operation of the State FMS; and
  - (b) the Company is required to procure the design, implementation and operation of the Company FMS.
- C. The parties have entered into this Agreement to facilitate the operation and integration of the State FMS and the Company FMS in order to make best use of the Freeway Route for Melbourne road users. It is acknowledged that a failure to achieve integration of lane use management will not prevent or delay achievement of State Road Upgrade Completion or Southern Link Upgrade Practical Completion as outlined in the M1 Corridor Redevelopment Deed.

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## 2. Definitions and interpretation

### 2.1 Definitions

In this Agreement:

**Acceptance Criteria** means that each of the following tests is satisfied:

- (a) **(Capable of integration):** the State FMS is capable of being integrated with the Company FMS in accordance with the Integration Protocol;
- (b) **(Traffic volume):** the State FMS, when so integrated, is capable of operating in a manner which does not cause a Net Capacity Loss; and
- (c) **(Company control):** the State FMS is capable, when so integrated, of operating in a manner which allows the Company to control the operation of the Company FMS on Southern Link and Project Land.

**Acceptance Notice** means a written notice served by the Company on the State, in accordance with clause 8.2(a), certifying that the Acceptance Criteria have been met.

**Acceptance Testing Procedure** means the procedure to be jointly developed and agreed between the parties to this Agreement.

**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.

**Company FMS** means those components of the freeway management system to be designed, constructed, installed and operated by the Company under the Amended Concession Deed.

**FMS Completion** occurs at the time and in the manner described in clause 8.3(b).

**FMS Sunset Date** means the day which is 2 years before the Calculation Date.

**Freeway Route** means the Monash - Westgate freeway corridor, including Southern Link.

**Integration Protocol** means the integration protocol to be developed in accordance with clause 5.2.

**Integration Protocol Completion** occurs at the time and in the manner described in clause 5.3(a).

**Layer 1 Physical Interface** means one of the layers of the Open System Interconnection Reference Model which defines all the electrical and physical specifications for devices. This includes the layout of pins, voltages and cable specifications.

**M1 Corridor Redevelopment Deed** means the deed so entitled between the State, the Company and the Trustee, dated 25 July 2006.

**Net Capacity Loss** occurs at a point in time if:

- (a) over the 6 month period using the Relevant Days when the Project FMS is operating;
- (b) having regard to per lane traffic volume throughput at each of:
  - (i) Toll Points 6(a) and 6(b);
  - (ii) the summation of Toll Points 4(a), 4(b) and 9(b); and
  - (iii) the summation of Toll Points 5(b) and 7(a); and
- (c) with respect to either Output A or Output B across all Toll Points in any one direction,

the operation of the Project FMS directly causes a reduction in sustained traffic volume throughput when compared to the corresponding per lane volumes in the 2005/06 financial year. The sustained traffic volume throughput for Output A and B (at each location) for the 2005/06 financial year are shown in Annexure B, including an extract of the data used to derive these figures. The methodology for calculating sustained traffic volume throughput is set out in Schedule 2. This methodology calculates the sustained traffic volume throughput achieved by the operation of the Project FMS.

**Open System Interconnection Reference Model** means a hierarchical structure of 7 layers that defines the requirements for communication between two computers/systems. This model has been defined by the International Organisation for Standards in the ISO standard 7498-1.

**Operating Protocol** means the operating protocol which will apply to the operation of the Project FMS between Williamstown Road and Warrigal Road (inclusive), to be developed in accordance with clause 9.3(a), as amended from time to time in accordance with clause 9.4.

**Operative Date** has the meaning set out in the M1 Corridor Redevelopment Deed.

**Output A** is a single volume for each calculation site representing the 85th percentile of maximum daily three hour rolling volumes in vehicles/hour. The calculation of Output A is set out in Schedule 2.

**Output B** is a single volume for each calculation site representing the maximum of 85th percentile rolling three hour volume for any time period. The calculation of Output B is set out in Schedule 2.

**Preliminary FMS Completion** means the date on which the later of the following occurs:

- (a) SLU Practical Completion has occurred under the Amended Concession Deed;
- (b) the State Road Works Certifying Engineer certifying that Stage 1 FMS Completion has occurred under this Agreement;
- (c) Integration Protocol Completion has been achieved; and
- (d) Stage 2 FMS Completion has been achieved.

**Project Aims** means procuring the design, construction, operation and maintenance of the Project FMS in a manner which:

- (a) is cost effective; and
- (b) achieves an appropriate level of integration between the State FMS and the Company FMS,

so that the Project FMS is delivered and operates in a manner which makes the safest and most efficient use of the Freeway Route and, in operation:

- (c) maximises traffic flow across the Freeway Route;
- (d) provides for an even level of service for users across the Freeway Route; and
- (e) does not cause a Net Capacity Loss.

**Project FMS** means the State FMS and the Company FMS operating together in accordance with this Agreement as one integrated system, where those systems require integration, joint control or information sharing.

**Relevant Day** means a Business Day.

**Stage 1 FMS Completion** occurs when the State FMS has been completed in accordance with the Stage 1 State FMS Scope.

**Stage 1 State FMS Scope** is set out in Part B of Schedule 1.

**Stage 2 FMS Completion** occurs when the State notifies the Company that it considers that the State FMS has been completed in accordance with the Stage 2 State FMS Scope.

**Stage 2 State FMS Scope** is set out in Part C of Schedule 1.

**State FMS** means the freeway management system described in Parts B and C of Schedule 1, between Warrigal Road and Williamstown Road.

**State FMS Scope** is the Stage 1 State FMS Scope and the Stage 2 State FMS Scope.

**State Project FMS** means the freeway management system described in Part A of Schedule 1.

**State Project FMS Scope** is the scope of works to be undertaken by the State set out in Part A of Schedule 1.

**Term** means the period commencing upon expiry of the Trial Period and ending at the expiry of the Concession Period.

**Trial Operating Protocol** means the operating protocol which will apply to the operation of the Project FMS between Williamstown Road and Warrigal Road during the Trial Period, to be developed in accordance with clause 9.2(a), as amended from time to time.

**Trial Period** means the period commencing on the date of FMS Completion, and ending on the later of:

- (a) 12 months from the date of FMS Completion; and
- (b) 24 months prior to the Calculation Date (as defined in Annexure A of the M1 Corridor Redevelopment Deed).

## 2.2 Interpretation

In this Agreement:

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

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "**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;
- (d) 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;
- (e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) 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;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;



- (h) 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 Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (i) 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;
- (j) "**includes**" in any form is not a word of limitation;
- (k) a reference to "\$" or "**dollar**" is to Australian currency; and
- (l) a reference to a Toll Point number is a reference to the Toll Point identified with that number in the map annexed as Annexure A.

### 2.3 Incorporated Definitions

Subject to clause 2.1, terms which have a defined or special meaning in the M1 Corridor Redevelopment Deed (including where incorporated by reference) have that meaning in this Deed.

### 2.4 Delegate

- (a) The State appoints, and the Company accepts 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 2.4(a) does not otherwise limit or affect the State's obligations or liability under this Deed.

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## 3. Commencement

This Agreement commences on the Operative Date.

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## 4. General Obligations

### 4.1 General Principle

The Company and the State will consult in good faith in relation to all matters relating to the integration between the State FMS and the Company FMS including (but not limited to) the following, to the extent that they relate to such interface:

- (a) **(Design)**: the design of their respective works;
- (b) **(Procurement)**: any tender or procurement processes;
- (c) **(Construction)**: the construction of their respective works;
- (d) **(Trial Period)**: any matters which arise during commissioning or the Trial Period; and
- (e) **(Operation)**: the operation of their respective works,

in order to further the Project Aims.

## 4.2 Project Leadership Team

- (a) **(Role of Project Leadership Team):** The parties agree that the Project Leadership Team established under clause 5.1 of the M1 Corridor Redevelopment Deed shall be the primary forum for discussing and resolving any matters arising under this Agreement.
- (b) **(FMS sub-group):** The parties acknowledge that the Project Leadership Team may constitute any committee or body to perform any of its functions under clause 4.2(a) on such terms as the Project Leadership Team sees fit.

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## 5. Integration Protocol

### 5.1 Parties to procure Integration Protocol

The parties will work together in good faith in a manner which is Best for M1 Project and Project Aims to deliver the Integration Protocol.

### 5.2 Integration Protocol

- (a) The Company and the State will jointly develop, agree and implement an Integration Protocol, which will comprise an interface control document and a system integration requirements specification. The Integration Protocol will describe the interface and integration of common elements of the State FMS and Company FMS, to facilitate the secure transfer of control and information between systems.
- (b) In the development and implementation of the Integration Protocol, consideration will be given to the operational requirements of both parties and traffic management plans that describe the actions to be taken following incidents or events relating to Company operated roads and their immediate approaches.
- (c) The interface control document will cover the following items:
  - (i) shared information requirements;
  - (ii) shared control requirements;
  - (iii) communications protocols and messages; and
  - (iv) security requirements.
- (d) The system integration requirements specification will cover the following items:
  - (i) Layer 1 Physical Interface as defined by the Open System Interconnection Reference Model; and
  - (ii) security requirements to protect both the State's and the Company's systems.
- (e) Where agreement cannot be reached between the parties in relation to the Integration Protocol, the relevant issues will be referred to the PLT for consideration.

### 5.3 Integration Protocol Completion

- (a) **(Agreement):** Integration Protocol Completion occurs upon each of the State and the Company receiving a copy of the Integration Protocol which has been agreed and signed by each party.
- (b) **(Termination):** This Agreement will terminate if Integration Protocol Completion has not been achieved by the date which is 6 months prior to the Date for M1 Final Completion.
- (c) **(Costs):** If the State terminates this Agreement pursuant to clause 9.5(b)(ii) after Integration Protocol Completion and before FMS Completion, the State will reimburse the Company for its reasonable costs incurred in acquiring software and systems necessary to implement the Integration Protocol.

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## 6. Company Obligations

### 6.1 Company to undertake works

The parties acknowledge that the Company will:

- (a) design and construct the Company FMS in accordance with the Amended Project Scope and Technical Requirements; and
- (b) operate the Company FMS,

in accordance with the procedures required by the Integration Protocol, the Operating Protocol or the Trial Operating Protocol (as applicable), the M1 Corridor Redevelopment Deed and the Amended Concession Deed.

### 6.2 Involvement of the State

- (a) The Company agrees to the active and cooperative involvement of the State in the performance by the Company of the Company's obligations in relation to the Company FMS under the M1 Corridor Redevelopment Deed and the Amended Concession Deed. However, nothing in this clause 6.2(a) limits the Company's ability to perform its obligations under the M1 Corridor Redevelopment Deed and the Amended Concession Deed.
- (b) The Company will provide the State with any information which the State reasonably requests in relation to the configuration, design and operation of the Company FMS, provided that the Company is not required to provide any information to the State which is commercially sensitive or would result in a breach by the Company of any obligation owed to a third party. However, nothing in this clause 6.2(b) limits any other obligations (whether under the Amended Concession Deed or at law) which the Company has to provide information to the State.

### 6.3 No claim under this clause 6

Nothing in this clause 6 will give rise to any claim by the State against the Company other than as set out in the Amended Concession Deed and the M1 Corridor Redevelopment Deed.

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## **7. State Obligations**

### **7.1 State to undertake works**

- (a) The State will use its best endeavours to procure the design and construction of the State Project FMS in accordance with the State Project FMS Scope.
- (b) Without limiting clause 7.1(a), the State will use its best endeavours to procure the design and construction of the State FMS in accordance with the State FMS Scope, the procedures set out in the Integration Protocol and this Agreement.
- (c) Nothing in this clause 7.1 limits the State's obligations under the M1 Corridor Redevelopment Deed and clause 7.5 of this Agreement.

### **7.2 State Road Works Certifying Engineer**

- (a) The State Road Works Certifying Engineer will, in relation to the State FMS Scope, exercise the functions conferred on the State Road Works Certifying Engineer under this Agreement.
- (b) The functions of the State Road Works Certifying Engineer will be to certify achievement of Stage 1 FMS Completion in accordance with clause 7.3.

### **7.3 Stage 1 FMS Completion**

- (a) The State will notify the Company when it considers that Stage 1 FMS Completion has been achieved.
- (b) If within 5 Business Days of receiving a notice under clause 7.3(a), the Company does not advise the State in writing that it agrees that Stage 1 FMS Completion has been achieved, the State may then request the State Road Works Certifying Engineer to determine whether Stage 1 FMS Completion has been achieved.
- (c) The State Road Works Certifying Engineer will review the State FMS and notify the State and the Company within 30 Business Days of receipt of the notice under clause 7.3(b) whether Stage 1 FMS Completion has been achieved or, if not, what further work is required to achieve Stage 1 FMS Completion.
- (d) Without limitation, the parties acknowledge that:
  - (i) the State may operate parts of the State FMS on a progressive basis prior to Stage 1 FMS Completion; and
  - (ii) the existence of minor defects or minor omissions in the State FMS which do not materially adversely affect the operation of the State FMS will not prevent Stage 1 FMS Completion from being achieved.
- (e) Upon agreement by the Company that Stage 1 FMS Completion has been achieved, or upon notification by the State Road Works Certifying Engineer that Stage 1 FMS Completion has been achieved, the State FMS shall irrevocably be considered to have achieved Stage 1 FMS Completion.

### **7.4 Involvement of the Company**

In relation to the interface between the State FMS and the Company FMS, the State agrees to the active and cooperative involvement of the Company in the performance by the State of the State's obligations in relation to the State FMS. The State will provide the Company with any

information which the Company reasonably requests in relation to the configuration, design and operation of the State FMS as it relates to the interface between the State FMS and the Company FMS, provided that State is not required to provide any information to the Company which is commercially sensitive or would result in a breach by the State of any obligation owed to a third party.

## 7.5 Required Works

The parties acknowledge their obligations under clause 8.7 of the M1 Corridor Redevelopment Deed and agree that clause 8.7 of the M1 Corridor Redevelopment Deed applies to the subject matter of this Agreement as if that clause were set out in this Agreement.

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## 8. Acceptance and Commissioning

### 8.1 Joint Acceptance Testing

Upon Preliminary FMS Completion, the State and the Company will jointly undertake acceptance testing in accordance with the Acceptance Testing Procedure.

### 8.2 Effect of Acceptance Testing

- (a) **(Company to serve Acceptance Notice):** If, following acceptance testing, the Company (acting reasonably) is satisfied that the State FMS conforms to the Acceptance Criteria, the Company must serve an Acceptance Notice on the State.
- (b) **(No Claims):** The Company will in no circumstances have any right or Claim against the State solely as a result of the State FMS not meeting the Acceptance Criteria, provided that, if the State FMS does not meet the Acceptance Criteria only because the State FMS does not comply with the Integration Protocol, the State will pay the Company its reasonable costs of procuring that component of the Company FMS which relates only to ensuring that the Company FMS complies with the Integration Protocol.
- (c) **(Termination of Agreement):** This Agreement will terminate on the FMS Sunset Date if the Company has not served, or has not been required to serve, an Acceptance Notice on the State by the FMS Sunset Date.

### 8.3 Effect of Acceptance

- (a) **(Commissioning):** If the Company serves an Acceptance Notice on the State, the parties will jointly undertake commissioning in accordance with the relevant Australian Standards for system engineering.
- (b) **(FMS Completion):** FMS Completion occurs when the parties agree that commissioning is complete.

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## 9. Operation

### 9.1 Trial Period

The Trial Period commences upon FMS Completion.

### 9.2 Trial Operating Protocol

- (a) **(Determining Trial Operating Protocol):** Prior to FMS Completion, the parties will meet in good faith to determine the Trial Operating Protocol. If the parties

are unable to agree a Trial Operating Protocol by the date of FMS Completion, the State (acting reasonably) shall determine the Trial Operating Protocol in accordance with the Project Aims and shall notify the Company of the same.

- (b) **(Amendments to be considered in good faith):** The parties may amend the Trial Operating Protocol at any time by agreement in writing. The State must consider in good faith any proposal from the Company to amend the Trial Operating Protocol (but is not obliged to accept it). The Company must consider in good faith any proposal by the State to amend the Trial Operating Protocol and must not unreasonably decline to accept it.
- (c) **(Operate in accordance with Trial Operating Protocol):** Subject to clause 9.4(d), during the Trial Period, the Company must comply in all aspects of its operation of the Company FMS, and the State must, subject to clause 9.4(c), comply in all aspects of its operation of the State FMS, with the Trial Operating Protocol.

### 9.3 Operating Protocol

- (a) **(Developing Operating Protocol):** The parties will meet in good faith prior to the conclusion of the Trial Period to develop and agree the Operating Protocol.
- (b) **(Operate in accordance with Operating Protocol):** If, at the conclusion of the Trial Period, the parties have agreed an Operating Protocol, for the duration of the Term, and subject to this Agreement, the Company and the State must comply in all aspects of their operation of the Company FMS and the State FMS, respectively, with that Operating Protocol.
- (c) **(Failure to agree Operating Protocol):** If, at the conclusion of the Trial Period, the parties have not agreed an Operating Protocol, this Agreement will terminate.

### 9.4 Amendments to and deviation from Operating Protocol

- (a) **(Amendment Operating Protocol):** The parties may amend the Operating Protocol at any time by agreement in writing.
- (b) **(Parties to consider amendments in good faith):** Each party agrees to the active and cooperative involvement of the other party in relation to the ongoing efficacy of the Operating Protocol and must consider in good faith any proposal from the other party to amend the Operating Protocol (but is not obliged to accept it).
- (c) **(State deviation from the Operating Protocol):** Subject to clause 9.5(a), the parties acknowledge the State's right and power to operate and manage the road network and acknowledge that the State may deviate from the Operating Protocol at any time. Subject to clause 10 and paragraph (e) below, the parties also acknowledge that any deviation by the State from the Operating Protocol will not entitle the Company to bring any Claim against the State in relation to that deviation.
- (d) **(Company deviation from the Operating Protocol):** The parties acknowledge that the Company may only deviate from the Operating Protocol:
  - (i) in order to manage any incident or emergency, or other immediate threat to the safe operation of the Link;

- (ii) to the extent necessary to perform its obligations or exercise its rights, under the Concession Deed; or
  - (iii) upon giving reasonable notice to the State, for a period not exceeding 7 days and in a manner which is consistent with the Project Aims, in order to investigate a proposed amendment to the Operating Protocol.
- (e) The parties acknowledge and agree that if either the State or the Company deviates from the Operating Protocol at any time after 12 months prior to the Calculation Date (other than on a temporary or short term basis or, in the case of the Company, in the circumstances set out in paragraph (d)), the State and the Company will consult in good faith in an endeavour to agree:
- (i) the difference between the amount of the Net Present Value of the Uplift (as defined in Annexure A to the M1 Corridor Redevelopment Deed) and the amount the Net Present Value of the Uplift should have been having regard to the deviation; and
  - (ii) whether the amount of such difference is material relative to the amount of the Net Present Value of the Uplift,

and if no agreement is reached between the State and the Company as to an amount under paragraph (i) or as to whether an amount is material within 20 Business Days of the parties commencing discussions, any party may refer the matter for expert determination under clause 12. If the amount of the difference referred to in paragraph (i) is agreed or determined, and it is agreed or determined that such amount is material, the State shall pay to the Company (if the number is positive) or the Company shall pay to the State (if the number is negative) an amount (in present value terms using a discount rate of 10.7% per annum) equal to such material amount within 20 Business Days of the date on which such material amount was agreed or determined

## 9.5 Termination

- (a) **(Reduction in traffic volume):** The Company may terminate this Agreement at any time by giving the State notice in writing if:
- (i) the Company reasonably believes that the operation of the Project FMS is directly causing a Net Capacity Loss; and
  - (ii) the Company has given to the State notice in writing that it requests that amendments be made to the Trial Operating Protocol or the Operating Protocol (as applicable) so that the operation of the Project FMS would not cause a Net Capacity Loss, which notice identifies the data on which the Company has based its decision in clause 9.5(a)(i) and how the Company has reached the decision;
  - (iii) the data referred to in paragraph (a)(ii) has not been previously provided by the Company to the State pursuant to clause 9.7, the Company has provided this additional data to the State when providing the notice; and
  - (iv) within 21 days of the Company giving the State the notice required under clause 9.5(a)(ii), the Operating Protocol or the Trial Operating Protocol (as applicable) has not been amended so that the operation of the Project FMS does not cause a Net Capacity Loss.

- (b) **(State's power to terminate):** The State may terminate the Agreement at any time by giving the Company notice in writing if:
- (i) **(Deviation):**
    - A. the Company is operating any part of the Project FMS in a manner which deviates from the Operating Protocol or the Trial Operating Protocol (as applicable) other than as permitted under clause 9.4(d);
    - B. the State notifies the Company in writing that it considers that such deviation causes or may cause a Net Capacity Loss or a reduction in the safety or efficiency of any part of Melbourne's road network (including, to avoid doubt, the Link); and
    - C. such deviation continues 7 days after service by the State of a notice under clause 9.5(b)(i)B; or
  - (ii) **(Other):** the State gives the Company 28 days notice of its intention to do so.
- (c) **(General power to terminate if contrary to law):** Either party may terminate this Agreement at any time by giving the other party written notice, if it is or would be contrary to law or otherwise inconsistent with the first party's obligations under the Amended Concession Deed for it to continue to perform its obligations under this Agreement.

## 9.6 State operation following termination

Without prejudice to the Company's rights under the Amended Concession Deed, the Company acknowledges that nothing in this Agreement or in the Amended Concession Deed obliges the State to operate the State FMS, any component of the Project FMS or any comparable freeway management and/or ramp metering system on any part of the Freeway Route following termination of this Agreement.

## 9.7 Company to provide information

Without limiting clause 6.2(b), the Company must collect and maintain current and accurate information necessary for calculation of the Net Capacity Loss (including as set out in Annexure B), and provide such data to the State on request in such form as the State reasonably requires. The Company will permit the State and/or any auditor appointed by the State such access to the Company's records as the State reasonably requires in order to verify the currency and accuracy of such information.

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# 10. Completion of the works

## 10.1 Progress of the works

Each of the State and the Company will keep the other informed as to the progress of their respective works and the date on which they expect to achieve completion of those works.

## 10.2 No Claims

- (a) Subject to this clause 10, the State releases and agrees not to sue the Company in respect of any Claim against the Company that the State FMS or the Project FMS constitutes a Compensable Enhancement.



(b) Subject to clause 9.4, 9.5 and this clause 10, the Company releases and agrees not to sue the State in respect of any Claim against the State:

(i) under or arising out of any failure to achieve Stage 1 FMS Completion, Preliminary FMS Completion or FMS Completion;

(ii) under or arising out of the State FMS or the Project FMS;

(iii) in relation to:

A. the level or timing of revenues, including tolling and fee revenue; or

B. the ability of the Company or another 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 FMS or the Project FMS in accordance with the State FMS Scope and the procedure set out in the Integration Protocol;

E. the management or operation of the State FMS or the Project FMS (including the management or operation of the interface between the State FMS and the Company FMS) in accordance with the State FMS Scope and the procedures set out in the Integration Protocol and the Operating Protocol during the design, construction, completion or operation of the Project FMS; or

(iv) in relation to:

A. 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, completion or operation of the State FMS or the Project FMS in accordance with the State FMS Scope and the procedure set out in the Integration Protocol and the Operating Protocol; and

B. the level or timing of operating expenditure or capital expenditure incurred by the Company to the extent resulting from any increase in traffic on the Link arising out of the State FMS or Project FMS.

(c) Nothing in this clause 10.2 limits any right of a party that was preserved under clause 9 of the M1 Corridor Redevelopment Deed.

### 10.3 Consequences of termination prior to calculation period

- (a) Upon the giving of a Termination Notice under the M1 Corridor Redevelopment Deed prior to the period commencing 12 months prior to the Calculation Date, the waivers, agreements and acknowledgements given by the State and the Company under clause 10.2(a) and 10.2(b) 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) Upon either party exercising a right to terminate this Agreement (other than in the circumstances in clause 10.3(a)) prior to the period commencing 12 months prior to the Calculation Date, the waivers, agreements and acknowledgements given by the State and the Company under clause 10.2(a) and 10.2(b) will, subject to paragraph (c), remain unaffected by such termination in respect of the period up to and including the Calculation Date. After the Calculation Date the waivers, agreements and acknowledgements given by the State and the Company under clause 10.2(a) and 10.2(b) will cease to apply, provided that any claim by a party in respect of any act or omission of the other party occurring after the Calculation Date (a "Relevant Act") that would have been the subject of a waiver under those clauses had it occurred before the Calculation Date, must take into account the extent to which that Relevant Act has been reflected in the State Revenue Share calculated under the M1 Corridor Redevelopment Deed (to the intent that a party should not benefit from, or suffer any detriment in relation to, a Relevant Act if that benefit or detriment has already been reflected in the quantum of the State Revenue Share).
- (c) If the Company terminates this Agreement in the circumstances set out in clause 9.5(a) prior to the period commencing 12 months prior to the Calculation Date, and upon calculation of the State Revenue Share the State Revenue Share is zero, the waivers, agreements and acknowledgements given by the State and the Company under clause 10.2(a) and 10.2(b) will be deemed not to have been given from the date which is 6 months prior to the date of termination and the parties will from that date be returned to the position they would have been in had such waivers, agreements and acknowledgements not been given.

### 10.4 Consequences of termination during calculation period

- (a) Upon the giving of a Termination Notice under the M1 Corridor Redevelopment Deed during the 12 months prior to the Calculation Date, the waivers, agreements and acknowledgements given by the State and the Company under clause 10.2(a) and 10.2(b) 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) Upon either party exercising a right to terminate this Agreement (other than in the circumstances in clause 10.4(a)) during the 12 months prior to the Calculation Date, the waivers, agreements and acknowledgements given by the State and the Company under clause 10.2(a) and 10.2(b) will, subject to paragraph (e), remain unaffected by such termination in respect of the period up to and including the Calculation Date, but the parties will consult in good faith in an endeavour to agree:
  - (i) whether the termination of this Agreement will impact on the calculation of the State Revenue Share in such a way as to make it unrepresentative of the additional revenue generated as a result of the M1 Project

including having regard to the fact that this Agreement will not be in operation for the remainder of the Concession Period; and

- (ii) if it is agreed that the calculation of the State Revenue Share would be impacted in such a manner, any amendments to the manner in which the State Revenue Share is calculated so as to make it representative of the additional revenue generated as a result of the M1 Project including having regard to the fact that this Agreement will not be in operation for the remainder of the Concession Period,

and if no agreement is reached between the State and the Company as to whether the calculation of the State Revenue Share will be impacted or any amendments to the manner in which it will be calculated within 20 Business Days of the termination of this Agreement, any party may refer the matter for expert determination under clause 12.

- (c) To the extent that any agreement or determination referred to in clause 10.4(b) has not been made by the date the State Revenue Share is due to be paid, clause 6.1(c) of the M1 Corridor Redevelopment Deed will apply to any disputed amount and where any disputed amount not paid in accordance with that clause 6.1(c) is subsequently agreed or determined under clause 12 to have been payable, that amount will attract interest in accordance with clause 15.15 of the M1 Corridor Redevelopment deed from the date 90 days after the receipt of the Calculation Notice, as if reference to the Default Rate in clause 15.15 was a reference to the Bond Rate (as defined in the M1 Corridor Redevelopment Deed).
- (d) In the circumstances set out in paragraph (b), after the Calculation Date the waivers, agreements and acknowledgements given by the State and the Company under clause 10.2(a) and 10.2(b) will cease to apply, provided that any claim by a party in respect of any act or omission of the other party occurring after the Calculation Date (a "Relevant Act") that would have been the subject of a waiver under those clauses had it occurred before the Calculation Date, must take into account the extent to which that Relevant Act has been reflected in the State Revenue Share calculated under the M1 Corridor Redevelopment Deed (to the intent that a party should not benefit from or suffer any detriment in relation to a Relevant Act if that benefit or detriment has already been reflected in the quantum of the State Revenue Share).
- (e) If the Company terminates this Agreement in the circumstances set out in clause 9.5(a) during the 12 months prior to the Calculation Date, and upon calculation of the State Revenue Share the State Revenue Share is zero, the waivers, agreements and acknowledgements given by the State and the Company under clause 10.2(a) and 10.2(b) will be deemed not to have been given from the date which is 6 months prior to the date of termination and the parties will from that date be returned to the position they would have been in had such waivers, agreements and acknowledgements not been given.

## 10.5 Consequences of termination after the Calculation Date

Upon the giving of a Termination Notice under the M1 Corridor Redevelopment Deed, or either party exercising a right to terminate this Agreement, in each case after the Calculation Date, the waivers, agreements and acknowledgements given by the State and the Company under clause 10.2(a) and 10.2(b) will cease to apply from the Calculation Date or, where the Company terminates this Agreement in the circumstances set out in clause 9.5(a), from the date (the "Look-back Date") which is 6 months prior to the date of termination, provided that any claim by a party in respect of any act or omission of the other party occurring after the

Calculation Date or the Look-back Date (as the case may be) (a "Relevant Act") that would have been the subject of a waiver under those clauses had it occurred before the Calculation Date or the Look-back Date (as the case may be), must take into account the extent to which that Relevant Act has been reflected in the State Revenue Share calculated under the M1 Corridor Redevelopment Deed (to the intent that a party should not benefit from, or suffer any detriment in relation to, a Relevant Act if that benefit or detriment has already been reflected in the quantum of the State Revenue Share).

## 10.6 No time bar

For the avoidance of doubt, the State and the Company each acknowledges that no party may, as a defence to a claim by another party that is made in the circumstances referred to in clauses 10.3, 10.4(a), 10.4(d), 10.4(e) and 10.5, 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.

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## 11. Intellectual Property Rights

Each party shall use its best endeavours to license (subject to any third party rights including licensing agreements) any intellectual property developed or acquired by that party in relation to the Project FMS according to the following principles:

- (a) **(Good faith):** All negotiations shall be undertaken in good faith.
- (b) **(Use on Link):** If that intellectual property is to be used in relation to the Freeway Route, such licence shall be for the duration of the Term for consideration not exceeding \$1. If the relevant party does not have the right to grant a licence on such terms, it shall use its best endeavours to procure, on behalf of the other party, a licence on reasonable commercial terms.
- (c) **(Use on other roads):** To the extent that such intellectual property is to be used other than as described in clause 11(b), such licence shall be, subject to any third party rights, on reasonable commercial terms to be agreed between the parties.

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## 12. Dispute Resolution

- (a) Clause 14 of the M1 Corridor Redevelopment Deed is incorporated into this clause as if set out in full, except that a reference to "this Deed" shall be taken to be a reference to this Agreement.
- (b) Nothing in this clause 12 limits a right which a party would otherwise have to terminate this Agreement.

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## 13. General

### 13.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

- (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):

### **The State**

Name: VicRoads  
Address: 60 Denmark Street  
Kew VIC 3101  
Fax: (03) 9854 2204  
For the attention of: Chief Executive

### **Company**

Name: CityLink Melbourne Limited  
Address: Level 43  
Rialto South Tower  
525 Collins Street  
Melbourne VIC 3000  
Fax: (03) 9649 7380  
For the attention of: Company Secretary

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 13.1(b); and
- (e) is taken to be received by the addressee:
  - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
  - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
  - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
  - (iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

## **13.2 Governing law**

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

## **13.3 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 that may be brought at any time relating to this Agreement; 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 13.3(a).

#### **13.4 Amendments**

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

#### **13.5 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 Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- (b) A waiver or consent given by a party under this Agreement 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 Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

#### **13.6 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 Agreement.

#### **13.7 Consents**

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

#### **13.8 Assignment**

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

#### **13.9 Counterparts**

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

#### **13.10 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 Agreement, except for representations or inducements expressly set out in this Agreement.
- (b) Each party acknowledges and confirms that it does not enter into this Agreement 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 Agreement.

**13.11 Expenses**

Each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

**13.12 Entire agreement**

To the extent permitted by law, in relation to its subject matter, this Agreement:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

**13.13 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 Agreement.
- (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 Agreement.
- (c) A party must pay on demand any amount it must pay under an indemnity in this Agreement.

**13.14 Survival**

Clauses 2, 4.2, 10.2 (but subject to clause 10) 10.3, 10.4, 10.5, 10.6, 11(c) 12 and 13 survive termination of this Agreement.

Signed as an agreement.

Executed by **Tim Pallas MP, Minister for Roads and Ports of the State of Victoria** for and on behalf of the Crown in Right of the State of Victoria in the presence of:



Signature

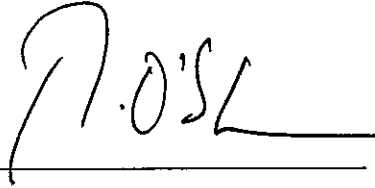


Signature of Witness

**ADRIAN BROWNE**

Name of Witness in full

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



Signature of director

PAUL G B O'SHEA

Name of director in full



Signature of secretary/~~other director~~

**Mark Licciardo**

Name of secretary/~~other director~~ in full



## Schedule 1 - State FMS Scope

### Part A: State Project FMS Scope

The State Project FMS Scope includes the items shown in Table 1 below:

FMS Components	State Works Scope		
	Section 1: West Gate Freeway from Williamstown Road to West Gate Bridge	Section 2: West Gate Freeway from West Gate Bridge to CityLink Tunnels	Section 4: Monash Freeway from CityLink at Glenferrie Road to Heatherton Road
Variable Speed Limit Signs	✓	✓	X
Motorist Traffic Information – Variable Message Signs	✓	✓	✓
Lane Usage Control			
Lane Usage Signs	✓	✓	X
Crossover treatments	✓	✓	X
Incident Detection	✓	✓	✓
Ramp Metering	✓	✓	✓

Table 1 State FMS Scope

The provision of a coordinated ramp metering system on the following freeway on-ramps:

- All entry ramps on the Princes Freeway/West Gate Freeway/ Monash Freeway route (other than Southern Link) from Werribee in the west to Narre Warren in the east (both directions);
- South Gippsland Freeway from the South Gippsland Highway to the Monash Freeway (northbound); and
- Western Ring Road from Furlong Road to the West Gate Freeway (southbound).

To avoid doubt, the State FMS Scope does not include the installation of ramp metering on the ramps connecting the Bolte Bridge and the West Gate Freeway.

The provision of priority access for trucks, with consideration of buses or high occupancy vehicles, at:

- Monash Freeway at Blackburn Road entry ramp (inbound);
- South Gippsland Freeway at Pound Road entry ramp (inbound);
- South Gippsland Freeway at Princes Highway East entry ramp (inbound);
- West Gate Freeway at Grieve Parade entry ramp (inbound); and

- West Gate Freeway at Millers Road entry ramp (inbound).

**Part B: Stage 1 State FMS Scope**

Refer to the section between Williamstown Road and Warrigal Road.

The provision of a ramp metering system on all entry ramps on the Princes Freeway/West Gate Freeway/Monash Freeway route (other than Southern Link), between Williamstown Road and Warrigal Road.

Typically the ramp metering will comprise traffic flow sensors/incident detection, ramp occupancy sensors, ramp meters and ramp variable message signs.

The State will be responsible for procuring, installing and maintaining appropriate static and VMS signs on the approaches to each ramp metering site, except those signs on Project Land.

The State and the Company may from time to time amend or update the Stage 1 State FMS Scope by agreement in writing.

**Part C: Stage 2 State FMS Scope**

The State FMS Scope extends to developing software to operate the ramp meters, which is also capable of operating the ramp meters on Southern Link.

The provision of a coordinated ramp metering system on all entry ramps on the Princes Freeway/West Gate Freeway/ Monash Freeway route (other than Southern Link), between Williamstown Road and Warrigal Road.

The Stage 1 State FMS and the Company FMS will operate in accordance with the Integration Protocol.

## **Schedule 2: Calculation Method for Net Capacity Loss**

Purpose: permit a comparison of sustained per lane traffic throughput with the FMS operating at any given time following the Date for M1 Final Completion, compared to the sustained per lane traffic output in an equivalent lane in the 2005/06 financial year.

Output A: the 85th percentile of the daily maximum rolling three hour volume

Output B: the maximum of 85th percentiles of rolling three hour volumes

Note: any comparison should consider both Output A and Output B.

### **Step 1:**

Toll volumes (total vehicles) for a full financial year are obtained for the 2005/06 financial year. Data used is for business days only (Monday through Friday excluding public holidays). The period to be used when FMS is implemented is a rolling 6 month period, as defined by Net Capacity Loss.

Four sets of data are used in the calculations:

- Eastbound Toll Zone 6 (Yarra Bvd) - Toll Point 6a
- Eastbound Toll Zone 7 (Burnley) - Toll Points 5b + 7a
- Westbound Toll Zone 6 (Yarra Bvd) - Toll Point 6b
- Westbound Toll Zone 7 (Burnley) - Toll Points 4a + 4b + 9b

The output of this step is a worksheet for each calculation site containing volumes in a matrix format where columns represent time of day in 15 minute increments and rows different days.

Annexure B has the calculations for Output A and B (for an equivalent lane in 2005/06) for each of the four sets of data defined above.

### **Step 2:**

Convert data to rolling three hour equivalent volumes by simple addition, for example:

- For the three hours commencing 6.30am add data for the period 6.30am - 9.30am
- For the three hours commencing 6.45am add data for the period 6.45am - 9.45am

Depending on the format of the source data, consideration may be needed to prevent double counting within any one time period. An example of this is data which is presented in rolling one hour format.

The output of this step is a worksheet for each calculation site similar to that produced for Step 1 but containing rolling three hour volumes in vehicles/hour.

### **Step 3:**

Calculate the maximum rolling three hour volume for each day using the Excel function MAX() on all records in the corresponding row.

The output of this step is a single volume for each day for each calculation site representing the maximum rolling three hour volume for that day.

### **Step 4:**

For each calculation site calculate the 85th percentile of the daily maximum rolling three-hour volumes from Step 3. The following Excel function is used: PERCENTILE (all\_cells\_in\_column, designated\_percentile). For these calculations the designated \_percentile is 0.85 or 85%.

**Output A is a single volume for each calculation site representing the 85% percentile of maximum daily three-hour rolling volumes in vehicles/hour calculated in Step 3.**

**Step 5:**

For each time period find the 85th percentile of the rolling three-hour volumes. For example on one day the 85th percentile volume for the rolling three hours commencing 9.00am may be 4500 vehicles/hour recorded on 22 May; the 85th percentile volume for the rolling three hours commencing 9.15am may be 4550 vehicles/hour recorded on 5 December.

To calculate the volumes for a defined percentile, the following Excel function is used: PERCENTILE(all\_cells\_in\_column, 0.85).

The output of this step is a row of 85th percentile volumes showing the corresponding rolling three hour volume for each time of day.

**Step 6:**

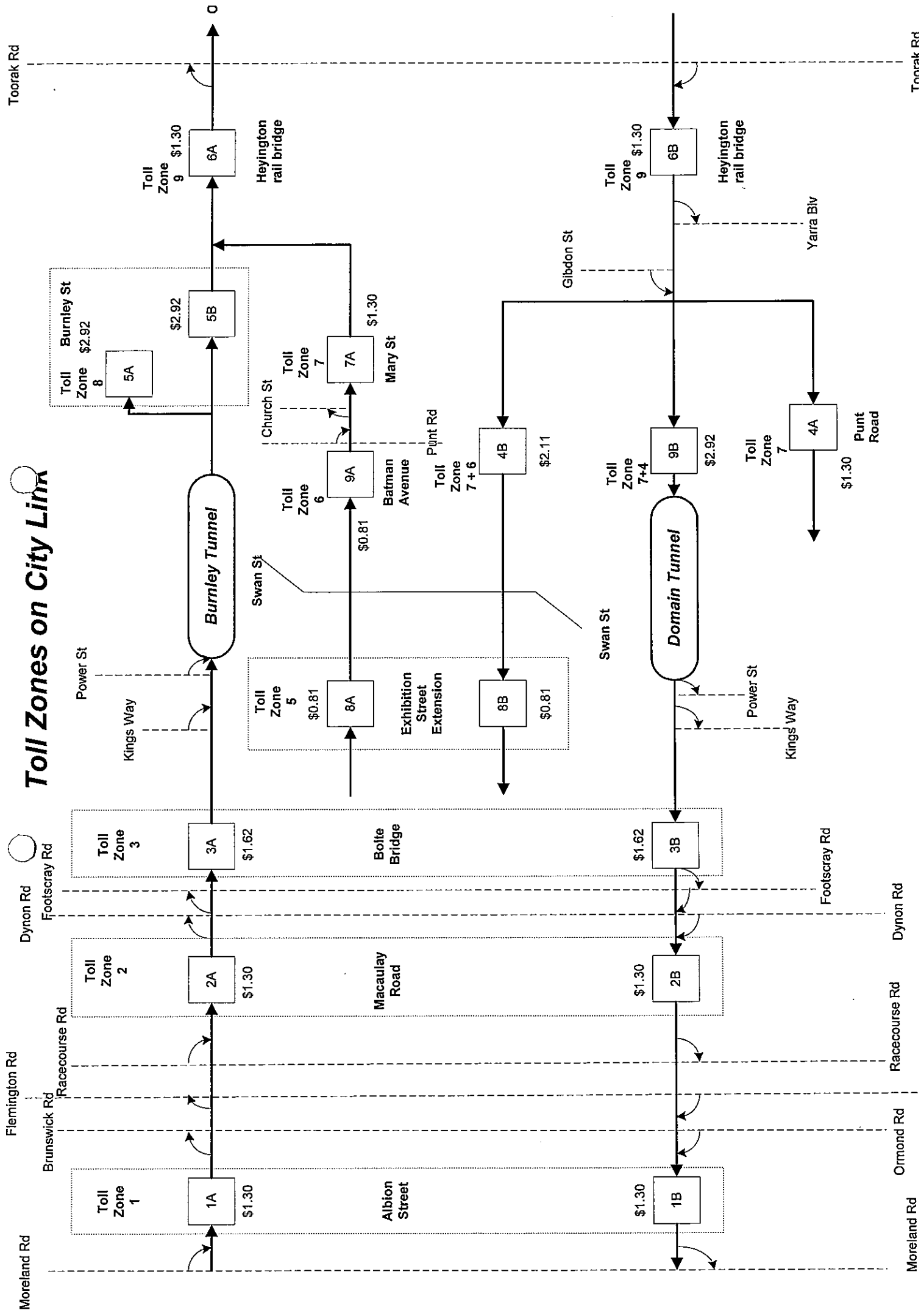
Find the maximum volume for the designated percentile by using the Excel function MAX() within the relevant set of 85th percentile volumes across the day.

**Output B is a single volume for each calculation site representing the maximum 85th percentile rolling three hour volume for any time period calculated in Step 5.**

**Annexure A - Toll Points**



# Toll Zones on City Link



**Annexure B – Calculations for Output A and B**







Westbound Tollpoint 6b

Date	Daily Maximum	Start Time												Daily Maximum	
		00-00	00-15	00-30	00-45	01-00	01-15	01-30	01-45	02-00	02-15	02-30	02-45		03-00
01-Jul-05	5,278	237	221	211	211	206	200	200	200	200	1,166	1,089	1,035	975	913
04-Jul-05	5,388	192	179	169	166	165	165	165	165	165	813	746	699	643	601
05-Jul-05	5,434	195	189	185	184	185	185	185	185	185	814	758	708	661	609
06-Jul-05	5,440	168	168	168	168	168	168	168	168	168	973	905	858	793	731
07-Jul-05	5,410	225	214	205	202	204	204	204	204	204	1,046	980	918	865	789
08-Jul-05	5,321	218	206	201	197	200	200	200	200	200	1,159	1,093	1,033	964	909
11-Jul-05	5,243	183	171	162	157	154	154	154	154	154	783	738	687	632	580
12-Jul-05	5,650	178	173	168	167	167	167	167	167	167	873	816	771	730	679
13-Jul-05	5,635	184	179	171	165	163	163	163	163	163	975	923	863	806	746
14-Jul-05	4,908	233	216	208	201	202	202	202	202	202	1,030	960	899	836	778
15-Jul-05	5,401	216	208	206	205	206	206	206	206	206	1,178	1,113	1,061	1,011	958
18-Jul-05	5,427	180	170	162	162	164	162	162	162	162	782	737	685	645	600
19-Jul-05	5,658	175	169	167	166	166	166	166	166	166	898	843	780	734	672
20-Jul-05	5,661	183	176	167	168	169	169	169	169	169	947	894	823	765	705
21-Jul-05	5,608	202	194	190	190	194	194	194	194	194	1,028	971	926	869	810
22-Jul-05	5,481	217	203	188	178	184	184	184	184	184	1,233	1,161	1,099	1,039	980
25-Jul-05	4,523	159	155	146	138	142	142	142	142	142	796	743	684	628	565
26-Jul-05	5,418	173	165	165	165	167	167	167	167	167	928	872	814	769	700
27-Jul-05	5,622	182	176	177	173	170	170	170	170	170	952	900	837	781	723
28-Jul-05	5,646	217	201	193	183	186	186	186	186	186	1,061	1,004	937	864	792
29-Jul-05	5,512	226	213	201	191	194	194	194	194	194	1,241	1,181	1,128	1,072	998
01-Jun-06	5,767	263	243	222	215	216	216	216	216	216	1,030	954	904	845	778
02-Jun-06	5,567	230	219	208	200	201	201	201	201	201	1,256	1,187	1,129	1,068	998
05-Jun-06	5,695	183	174	164	161	159	159	159	159	159	842	774	722	667	612
06-Jun-06	5,798	191	183	180	178	183	183	183	183	183	977	921	845	785	710
07-Jun-06	5,748	204	188	183	179	179	179	179	179	179	1,046	973	904	848	780
08-Jun-06	5,844	241	229	225	223	216	216	216	216	216	1,039	963	908	836	774
09-Jun-06	5,615	227	215	209	198	205	205	205	205	205	1,342	1,247	1,166	1,099	1,035
13-Jun-06	4,971	214	204	199	194	204	204	204	204	204	875	805	750	683	627
14-Jun-06	5,786	200	196	189	185	184	184	184	184	184	991	930	866	797	725
15-Jun-06	5,707	230	217	209	213	211	211	211	211	211	1,076	1,007	935	855	781
16-Jun-06	5,674	227	213	203	202	207	207	207	207	207	1,194	1,126	1,071	1,024	972
19-Jun-06	5,483	257	237	219	207	199	199	199	199	199	815	756	699	637	578
20-Jun-06	5,694	199	191	180	189	189	189	189	189	189	942	877	822	765	702
21-Jun-06	5,727	193	182	180	176	181	181	181	181	181	1,005	938	866	801	731
22-Jun-06	5,285	245	230	223	216	215	215	215	215	215	1,147	1,084	1,015	953	881
23-Jun-06	5,507	287	270	268	275	288	288	288	288	288	1,187	1,126	1,077	1,027	968
26-Jun-06	5,384	199	184	178	175	168	168	168	168	168	1,022	981	945	909	847
27-Jun-06	5,675	251	244	239	232	244	244	244	244	244	887	828	773	721	671
28-Jun-06	5,617	203	192	185	185	192	192	192	192	192	992	930	874	823	757
29-Jun-06	5,638	248	235	223	221	220	220	220	220	220	1,088	1,024	948	878	811
30-Jun-06	5,465	245	234	224	217	213	213	213	213	213	1,253	1,185	1,115	1,048	985
Average	5,431	226	213	203	198	197	197	197	197	197	1,086	1,022	963	903	841
Maximum	5,876	442	403	357	340	329	329	329	329	329	1,560	1,469	1,412	1,359	1,311
5,750											5,743				

Output A:  
85th Percentile of  
Daily Max's

Output B:  
Max of 85th  
percentiles

Eastbound Tollpoints 5b, 7a

Date	Daily Maximum	Start Time																					
		0:00	0:15	0:30	0:45	1:00	1:15	1:30	1:45	2:00	2:15	2:30	2:45	3:00									
01-Jul-05	4,921	460	405	370	345	324	304	285	265	245	225	205	185	165	145	125	105	85	65	45	25	5	
04-Jul-05	4,997	271	255	242	223	212	190	170	150	130	110	90	70	50	30	10	10	10	10	10	10	10	10
05-Jul-05	5,033	240	225	212	187	183	167	147	127	107	87	67	47	27	7	7	7	7	7	7	7	7	7
06-Jul-05	5,030	248	205	160	124	97	77	57	37	17	17	17	17	17	17	17	17	17	17	17	17	17	17
07-Jul-05	5,015	332	303	275	250	229	209	189	169	149	129	109	89	69	49	29	9	9	9	9	9	9	9
08-Jul-05	5,140	361	332	313	297	269	244	224	204	184	164	144	124	104	84	64	44	24	4	4	4	4	4
11-Jul-05	4,556	268	270	254	244	224	204	184	164	144	124	104	84	64	44	24	4	4	4	4	4	4	4
12-Jul-05	4,971	254	233	220	211	199	179	159	139	119	99	79	59	39	19	19	19	19	19	19	19	19	19
13-Jul-05	5,058	304	275	252	232	218	198	178	158	138	118	98	78	58	38	18	18	18	18	18	18	18	18
14-Jul-05	4,797	341	300	267	249	234	214	194	174	154	134	114	94	74	54	34	14	14	14	14	14	14	14
15-Jul-05	4,988	367	334	314	300	281	261	241	221	201	181	161	141	121	101	81	61	41	21	21	21	21	21
18-Jul-05	4,974	301	270	250	227	210	190	170	150	130	110	90	70	50	30	10	10	10	10	10	10	10	10
19-Jul-05	4,937	268	235	219	203	195	175	155	135	115	95	75	55	35	15	15	15	15	15	15	15	15	15
20-Jul-05	4,960	289	278	260	242	228	208	188	168	148	128	108	88	68	48	28	8	8	8	8	8	8	8
21-Jul-05	5,149	330	291	265	244	234	214	194	174	154	134	114	94	74	54	34	14	14	14	14	14	14	14
22-Jul-05	5,024	363	324	290	275	263	243	223	203	183	163	143	123	103	83	63	43	23	23	23	23	23	23
25-Jul-05	4,570	267	249	231	218	201	181	161	141	121	101	81	61	41	21	1	1	1	1	1	1	1	1
26-Jul-05	4,877	242	223	205	194	178	158	138	118	98	78	58	38	18	18	18	18	18	18	18	18	18	18
27-Jul-05	5,056	295	266	237	220	209	189	169	149	129	109	89	69	49	29	9	9	9	9	9	9	9	9
28-Jul-05	5,150	327	289	254	235	222	202	182	162	142	122	102	82	62	42	22	2	2	2	2	2	2	2
29-Jul-05	5,130	365	339	307	286	273	253	233	213	193	173	153	133	113	93	73	53	33	33	33	33	33	33
01-Jun-06	4,961	409	354	320	285	260	230	210	190	170	150	130	110	90	70	50	30	10	10	10	10	10	10
02-Jun-06	4,766	280	241	216	201	188	168	148	128	108	88	68	48	28	8	8	8	8	8	8	8	8	8
05-Jun-06	4,975	273	246	225	209	197	177	157	137	117	97	77	57	37	17	17	17	17	17	17	17	17	17
06-Jun-06	5,061	302	271	239	220	206	186	166	146	126	106	86	66	46	26	6	6	6	6	6	6	6	6
07-Jun-06	5,082	298	265	241	229	220	200	180	160	140	120	100	80	60	40	20	10	10	10	10	10	10	10
08-Jun-06	5,152	429	372	331	297	281	261	241	221	201	181	161	141	121	101	81	61	41	21	21	21	21	21
09-Jun-06	4,922	270	248	231	214	204	184	164	144	124	104	84	64	44	24	4	4	4	4	4	4	4	4
13-Jun-06	4,977	270	248	231	214	204	184	164	144	124	104	84	64	44	24	4	4	4	4	4	4	4	4
14-Jun-06	5,199	250	258	236	215	200	180	160	140	120	100	80	60	40	20	10	10	10	10	10	10	10	10
15-Jun-06	5,091	308	278	253	234	216	196	176	156	136	116	96	76	56	36	16	16	16	16	16	16	16	16
16-Jun-06	5,105	332	301	273	250	249	229	209	189	169	149	129	109	89	69	49	29	9	9	9	9	9	9
19-Jun-06	4,926	271	248	222	207	193	173	153	133	113	93	73	53	33	13	13	13	13	13	13	13	13	13
20-Jun-06	5,083	265	243	226	217	207	187	167	147	127	107	87	67	47	27	7	7	7	7	7	7	7	7
21-Jun-06	5,139	303	268	243	218	210	190	170	150	130	110	90	70	50	30	10	10	10	10	10	10	10	10
22-Jun-06	5,221	313	269	246	233	218	198	178	158	138	118	98	78	58	38	18	18	18	18	18	18	18	18
23-Jun-06	4,928	354	322	283	268	253	233	213	193	173	153	133	113	93	73	53	33	13	13	13	13	13	13
26-Jun-06	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216
27-Jun-06	4,946	315	288	272	256	248	228	208	188	168	148	128	108	88	68	48	28	8	8	8	8	8	8
28-Jun-06	5,091	265	240	220	205	188	168	148	128	108	88	68	48	28	8	8	8	8	8	8	8	8	8
29-Jun-06	5,155	331	300	281	267	261	241	221	201	181	161	141	121	101	81	61	41	21	21	21	21	21	21
30-Jun-06	5,126	358	320	293	274	265	245	225	205	185	165	145	125	105	85	65	45	25	25	25	25	25	25
Average	4,754	399	363	334	311	294	274	254	234	214	194	174	154	134	114	94	74	54	34	34	34	34	34
Maximum	5,322	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928
85th Percentile	5,150	399	363	334	311	294	274	254	234	214	194	174	154	134	114	94	74	54	34	34	34	34	34

Output A:  
85th Percentile of  
Daily Max's

Output B:  
Max of 85th  
percentiles

**Westbound Tollpoints 4a, 4b, 9b**

Date	Daily Maximum	Start Time												End Time
		0:00	0:15	0:30	0:45	1:00	1:15	1:30	1:45	2:00	2:15	2:30	2:45	
01-Jul-05	5,429	241	222	211	205	201	1,174	1,091	1,030	951	883	815	748	681
04-Jul-05	5,551	197	183	172	169	165	820	755	704	649	598	548	498	448
05-Jul-05	5,580	201	192	187	186	187	901	838	798	753	707	661	611	561
06-Jul-05	5,630	195	178	174	172	183	987	914	866	810	748	691	641	591
07-Jul-05	5,581	231	218	213	207	208	1,026	962	891	836	777	721	666	611
08-Jul-05	5,445	228	213	211	212	212	1,158	1,094	1,031	966	913	858	803	748
11-Jul-05	5,404	186	173	164	169	169	794	746	691	641	590	540	490	440
12-Jul-05	5,807	186	178	177	177	176	884	835	792	752	708	663	618	573
13-Jul-05	5,785	195	188	182	175	170	987	938	885	834	789	739	689	639
14-Jul-05	5,284	240	225	210	205	205	1,003	937	877	823	770	716	661	606
15-Jul-05	5,619	230	222	217	215	216	1,195	1,127	1,076	1,026	973	923	873	823
18-Jul-05	5,597	187	176	165	167	154	784	729	692	645	599	553	507	461
19-Jul-05	5,841	186	180	179	174	177	910	855	800	748	697	647	597	547
20-Jul-05	5,825	198	191	182	176	176	931	890	830	758	744	694	644	594
21-Jul-05	5,778	205	198	195	192	201	1,026	974	931	877	822	772	722	672
22-Jul-05	5,650	232	213	201	189	190	1,248	1,175	1,120	1,049	997	947	897	847
25-Jul-05	4,844	167	159	149	143	144	794	744	687	631	574	517	461	405
26-Jul-05	5,631	175	171	168	170	171	948	892	835	790	730	680	630	580
27-Jul-05	5,851	188	185	183	181	177	964	914	853	795	736	677	617	557
28-Jul-05	5,836	230	211	203	193	190	1,072	1,015	943	871	810	749	689	629
29-Jul-05	5,698	234	215	203	194	193	1,247	1,180	1,132	1,074	1,017	960	903	846
01-Jun-06	5,693	247	233	218	212	222	1,341	1,257	1,183	1,124	1,064	1,004	944	884
02-Jun-06	5,670	185	170	165	160	158	877	814	753	686	631	571	511	451
05-Jun-06	5,068	205	200	198	197	202	959	890	821	774	713	653	593	533
06-Jun-06	5,830	200	187	182	185	185	1,058	995	925	868	788	728	668	608
07-Jun-06	5,895	233	220	214	211	212	1,057	1,009	956	911	856	801	746	691
08-Jun-06	5,787	245	226	212	203	205	1,307	1,228	1,150	1,061	1,010	951	891	831
09-Jun-06	5,539	174	165	158	157	158	845	787	736	683	624	564	504	444
13-Jun-06	5,887	196	193	187	188	193	968	912	836	783	709	652	592	532
14-Jun-06	5,862	195	190	180	181	178	1,111	1,065	1,001	938	882	822	762	702
15-Jun-06	5,883	262	246	226	218	214	1,036	963	902	842	780	720	660	600
16-Jun-06	5,687	234	222	210	204	201	1,262	1,190	1,121	1,070	1,004	944	884	824
19-Jun-06	5,783	183	174	167	162	169	843	783	726	677	620	563	503	443
20-Jun-06	5,899	188	181	180	176	178	1,001	939	870	802	736	676	616	556
21-Jun-06	5,890	207	188	181	180	177	1,053	980	921	852	786	726	666	606
22-Jun-06	5,835	246	235	227	224	223	1,044	975	918	848	789	729	669	609
23-Jun-06	5,554	242	229	220	216	216	1,367	1,259	1,174	1,092	1,036	980	924	868
26-Jun-06	688	688	688	688	688	688	688	688	688	688	688	688	688	688
27-Jun-06	5,086	219	210	202	199	203	901	830	777	714	650	586	522	458
28-Jun-06	5,913	203	199	188	185	192	1,027	956	898	828	765	701	637	573
29-Jun-06	5,810	235	223	213	221	217	1,080	1,017	940	852	787	723	659	595
30-Jun-06	5,813	238	220	206	203	210	1,210	1,136	1,073	1,025	971	917	863	809
Average	5,376	249	236	226	220	218	1,081	1,018	961	905	848	791	737	683
Maximum	6,067	924	924	924	924	924	1,590	1,470	1,406	1,352	1,303	1,254	1,205	1,156
Minimum	5,902	196	183	174	167	162	843	783	726	677	620	563	503	443

Output A:  
85th Percentile of  
Daily Max's

Output B:  
Max of 85th  
percentiles

Max 85th Percentile  
5,890