

Project-Specific Schedules and Exhibits (Initial Project) – North Works Package

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Schedule 2.1 – Project Particulars (Initial Project)

Schedule 2.1 – Project Particulars (Initial Project)

Project	Initial Project (North Works Package)	
Is the Project partially funded by the Commonwealth (Clauses 3.5, 17.18, 17.20 and 30.17)	No. The Project is not funded by the Commonwealth.	
NOP to obtain and hold Environment Protection Licence (clause 14.1(a))	John Holland Pty Ltd (if nothing selected, the NOP specified in Schedule 2.0)	
Environmental Representative (Clause 14.2(a) and Section 2 of Schedule 1)	[REDACTED]	
Names of persons in whose favour the Deed Polls in Schedule 34 and Schedule 35 are required: (Clauses 15.2(f) and 17.5)	In respect of the deed poll in Schedule 34, RailCorp, Sydney Trains, NSW Trains and Sydney Metro. In respect of the deed poll in Schedule 35, RailCorp, Sydney Trains, NSW Trains and Sydney Metro.	
Third Party Agreements (Clause 15.12(b)(i))	<ol style="list-style-type: none"> 1) Broadspectrum (Australia) P/L and Sydney Trains Development Agreement 2) Airport Link Company P/L (ALC) and ALU Holdings P/L Development Agreement 	
Key Subcontractors (Clause 17.2 and Section 2 of Schedule 1)	Key Subcontractor	Works
	Calibre	Design – Communications
	Cardno Geospatial	Design – Railway Survey
	GHD	Design – Pneumatic Design – Class 1 Verification: Fire and Life Safety, Structural, HV Electrical, Signalling, Geotechnical and Durability Design – Independent Proof Checking: Structural and Durability
	Matt Schuter + Associates (MSA)	Design – Building Code of Australia (BCA) and Disability Discrimination Act (DDA) assessment reporting and certification

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	PowerEarth Technologies	Design – Earthing and Bonding	
	PTW Architects	Design – Architecture	
	Rail Systems Australia (RSA)	Design - Signalling	
	Vinsi Partners	Design – Durability	
	Warringtonfire	Design – Fire and Life Safety	
	EnerMech	Supporting the testing and commissioning of the Mascot and Wolli Creek substations for the Airport Tunnel Upgrade	
Consultants to be novated (Clause 17.4)	Consultant	Relevant Services	NOP to accept novation
	Not applicable		
Works and Other Contractor Work part of the same ‘construction project’ (Clause 17.9(c))	For the purpose of the WHS Legislation and this Agreement, the Works and any Other Contractor Work is taken to be part of the same 'construction project' (if nothing selected, the Works and any Other Contractor Work is taken to be part of the same ‘construction project’)		
NOP to be appointed as principal contractor (Clause 17.9(d)(iA))	John Holland Pty Ltd		
NOP to have operational control under the NGER Legislation (Clause 17.15(a) and Section 2 of Schedule 1)	John Holland Pty Ltd		
NOP to obtain (or ensure that a relevant Subcontractor obtains) ASA Authorisation (Clause 17.21)	John Holland Pty Ltd		
Benchmark quality assurance standard (Clause 18.1)	ISO 9001:2016		
Portions (Clause 19.5(a) and Section 2 of Schedule 1)	Each of the following (as more particularly described in the Project Brief): (a) Sydney Terminal;		

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	<p>(b) Illawarra Dive Drainage;</p> <p>(c) Erskineville Crossover;</p> <p>(d) Hurstville Crossover;</p> <p>(e) Airport Tunnel Upgrade (including Wolli Creek Junction Traction Substation);</p> <p>(f) Power Upgrades; and</p> <p>(g) Asset Rationalisation.</p>
Insurance of the Works to be effected and maintained by TfNSW (Clause 26.1)	Yes
Liability Insurance to be effected and maintained by TfNSW (Clause 26.2)	Yes
Additional insurances to be obtained and maintained by the NOPs (Clause 26.9(a))	Not applicable for Initial Project
Designers level of professional indemnity insurance (Clause 26.6(a))	\$5 million
Workplace Relations Management Plan (Clause 30.17(b)(x))	Not applicable for Initial Project.
Date for Completion (Section 2 of Schedule 1)	6 January 2023 (for each Portion)
Date for Operational Readiness (Section 2 of Schedule 1)	31 July 2022
Associated Project for the Other IDE and date for operational readiness (clause S7-5.3.5 of Schedule 7)	South Works Package, 10 July 2022
Detailed Designer (Section 2 of Schedule 1)	Nil
Interface Contractors (Section 2 of Schedule 1)	As described in Appendix C (Project Interface Schedule) of the Project Brief.

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Nominated Subcontractors and Nominated Subcontract Work (Section 2 of Schedule 1)	Nominated Subcontractor	Nominated Subcontract Work
	Nil	Not applicable
<p>Planning Approval (Section 2 of Schedule 1)</p>	<p>Planning Approval means:</p> <p>(1) where the IDE Activities or Project (or any part of them) are to be assessed in accordance with Division 5.1 of the EP&A Act:</p> <p>(a) each document that evidences the determination to proceed with the IDE Activities or Project (or relevant part of them) made by TfNSW as a determining authority as contemplated by Division 5.1 of the EP&A Act, including the documents referred to in Exhibit E.1 (if any):</p> <p>(i) any condition imposed on that determination; and</p> <p>(ii) any part, content of or condition of any Planning Assessment Document which part, content or condition is nominated or referred to in that determination; and</p> <p>(b) if there is a change or amendment to the IDE Activities or Project (or any part of them) or to any document referred to in paragraph (a), includes each document that evidences any determination to proceed with that change or amendment made by TfNSW as a determining authority as contemplated by Division 5.1 of the EP&A Act, including:</p> <p>(i) any condition imposed on that determination; and</p> <p>(ii) any part, content of or condition of any Planning Assessment Document which part, content or condition is nominated or referred to in that determination,</p> <p>where "Planning Assessment Document" means a document that meets any of the following descriptions:</p> <p>(c) a document prepared for the purpose of determining whether the Project should be assessed under s5.7 of the EP&A Act;</p> <p>(d) a document that assesses the impact on the environment of the Project for the purposes of either s5.5 or s5.7 of the EP&A Act; and</p> <p>(e) a document otherwise referred to or relied on by TfNSW when considering or making the determination to proceed with the Project made by TfNSW as a determining authority for the</p>	

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	<p>Project as contemplated by Division 5.1 of the EP&A;</p> <p>(2) where the IDE Activities or Project (or any part of them) are required to be assessed and approved under another Part of the EP&A Act, each document that evidences the determination and conditions of the approval or consent so granted;</p> <p>(3) where the IDE Activities (or any part of them) constitute complying development:</p> <p>(a) a report that identifies each of the applicable criteria for determining that the IDE Activities (or relevant part of them) constitute complying development and how those criteria have been satisfied; and</p> <p>(b) if a complying development certificate is required, the complying development certificate and the conditions of it;</p> <p>(4) where the IDE Activities (or any part of them) constitute exempt development - a report that identifies each of the applicable criteria for determining that the IDE Activities (or relevant part of them) constitute exempt development and how those criteria have been satisfied; and</p> <p>(5) where the IDE Activities (or any part of them) are lawfully able to proceed in reliance on an approval, consent or certificate issued in respect of other works – that approval, consent or certificate.</p>
<p>Project MOU (Section 2 of Schedule 1)</p>	<p>Not applicable</p>
<p>Project Steering Committee (Section 2 of Schedule 1)</p>	<p>Not applicable</p>
<p>Signalling Detailed Designer (Section 2 of Schedule 1)</p>	<p>1. STAR Central & Erskineville Junction Project: JMD Railtech Engineering Pty Ltd (JMDR).</p> <p>2. T8 Transformation & Hurstville Crossover Services: WSP Australia Pty Limited (WSP).</p>

Schedule 10.1 – Actions in complying with Planning Approval (Initial Project)

1. Planning Approval

We acknowledge that:

- (a) for each Portion that comprises the Initial Project, conditions of the Planning Approval are included or referred to in draft or final form to the extent available at Exhibit E.1 and the tables in clauses 2 through to 8 below are based on those draft or final conditions to the extent available;
- (b) in all circumstances we must comply with and fulfil all the conditions and requirements of each applicable Planning Approval except to the extent that the responsibility to fulfil the conditions and requirements is allocated to TfNSW either in the tables in clauses 2 through to 8 below or in a direction of TfNSW (in its absolute discretion) from time to time;
- (c) nothing specified in the tables below or in a direction of TfNSW (in its absolute discretion) from time to time as being the responsibility of TfNSW will relieve us from complying with any obligation, whether set out in this Schedule 10.n or set out elsewhere in this Agreement, including under the TSRs; and
- (d) if there is any inconsistency between a requirement or commitment described in (on the one hand) the tables below or in a direction of TfNSW (in its absolute discretion) from time to time and (on the other hand) the actual condition or commitment in the Planning Approval, we must comply with and fulfil the more stringent requirement or commitment.

2. Allocation of Draft Conditions of Approval to TfNSW – STAR, Illawarra Dive Drainage and Erskineville Crossover excluding platform extensions

Draft Mitigation Measure Number	Extent of TfNSW's responsibility for the Draft Mitigation Measures specified
24 – Aboriginal Heritage	TfNSW is responsible for preparing the ACHAR and obtaining the Aboriginal Heritage Impact Permit (AHIP) if required. The IDE must take all actions to comply with the AHIP including any required monitoring and reporting.
29 - Community	TfNSW would maintain the construction response line, project infoline and email address. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the Conditions of Approval and TfNSW Standard Requirements.

3. Allocation of Draft Conditions of Approval to TfNSW – STAR platform extensions

Draft Mitigation Measure Number	Extent of TfNSW's responsibility for the Draft Mitigation Measures specified
22 – Aboriginal Heritage	TfNSW is responsible for preparing the ACHAR and obtaining the Aboriginal Heritage Impact Permit (AHIP) if required. The IDE must take all actions to comply with the AHIP including any required monitoring and reporting.
28 - Community	TfNSW would maintain the construction response line, project infoline and email address. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the Conditions of Approval and TfNSW Standard Requirements.

4. Allocation of Conditions of Approval to TfNSW – Hurstville Crossover

Planning Approval Condition Number	Extent of TfNSW's responsibility for the Planning Approval Condition specified
CoA 10 Website	TfNSW is responsible for hosting and managing the website. The IDE must provide all information and documentation as required by the Principal's Representative to enable it to fulfil this condition.
CoA 11 Complaints Management	TfNSW will comply with this condition with the exception that the IDE is responsible for responding to complaints and enquiries received regarding the Contractor's Activities, through a variety of avenues including the Principal's 24-hour response line or project info line, in writing (letter or email), direct to the Principal via telephone, or direct to the Contractor or its Subcontractors. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the CoA and TfNSW Standard Requirements.
CoA 14 Environmental Management Representative	TfNSW is responsible for the appointment and management of the Environmental Management Representative.

Mitigation Measure Number	Extent of TfNSW's responsibility for the Mitigation Measures specified
SE4	TfNSW would maintain the construction response line, project infoline and email address. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the Conditions of Approval and TfNSW Standard Requirements.

5. Allocation of Draft Conditions of Approval to TfNSW – T8 Airport Line including Wolli Creek

Draft Planning Approval Condition Number	Extent of TfNSW's responsibility for the Draft Planning Approval Condition specified
Website	TfNSW is responsible for hosting and managing the website. The IDE must provide all information and documentation as required by the Principal's Representative to enable it to fulfil this condition.
Complaints Management	TfNSW will comply with this condition with the exception that the IDE is responsible for responding to complaints and enquiries received regarding the Contractor's Activities, through a variety of avenues including the Principal's 24-hour response line or project info line, in writing (letter or email), direct to the Principal via telephone, or direct to the Contractor or its Subcontractors. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the CoA and TfNSW Standard Requirements.
Environmental Management Representative	TfNSW is responsible for the appointment and management of the Environmental Management Representative.

Draft Mitigation Measure Number	Extent of TfNSW's responsibility for the Draft Mitigation Measures specified
37 - Community	TfNSW would maintain the construction response line, project infoline and email address. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the Conditions of Approval and TfNSW Standard Requirements.

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6. Allocation of Conditions of Approval to TfNSW – Mascot Substation

Planning Approval Condition Number	Extent of TfNSW's responsibility for the Planning Approval Condition specified
CoA 10 Website	TfNSW is responsible for hosting and managing the website. The IDE must provide all information and documentation as required by the Principal's Representative to enable it to fulfil this condition.
CoA 11 Complaints Management	TfNSW will comply with this condition with the exception that the IDE is responsible for responding to complaints and enquiries received regarding the Contractor's Activities, through a variety of avenues including the Principal's 24-hour response line or project info line, in writing (letter or email), direct to the Principal via telephone, or direct to the Contractor or its Subcontractors. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the CoA and TfNSW Standard Requirements.
CoA 14 Environmental Management Representative	TfNSW is responsible for the appointment and management of the Environmental Management Representative.

Mitigation Measure Number	Extent of TfNSW's responsibility for the Mitigation Measures specified
30 - Community	TfNSW would maintain the construction response line, project infoline and email address. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the Conditions of Approval and TfNSW Standard Requirements.

7. Allocation of Draft Conditions of Approval to TfNSW – Mascot Cable Tunnel

Draft Planning Approval Condition	Extent of TfNSW's responsibility for the Draft Planning Approval Condition specified
Website	TfNSW is responsible for hosting and managing the website. The IDE must provide all information and documentation as required by the Principal's Representative to enable it to fulfil this condition.
Complaints Management	TfNSW will comply with this condition with the exception that the IDE is responsible for responding to complaints and enquiries received regarding the Contractor's Activities, through a variety of avenues including the Principal's 24-hour response line or project info line, in writing (letter or email), direct to the Principal via telephone, or direct to the Contractor or its Subcontractors. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the CoA and TfNSW Standard Requirements.
Environmental Management Representative	TfNSW is responsible for the appointment and management of the Environmental Management Representative.

Draft Mitigation Measure Number	Extent of TfNSW's responsibility for the Draft Mitigation Measures specified
29 - Community	TfNSW would maintain the construction response line, project infoline and email address. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the Conditions of Approval and TfNSW Standard Requirements.

8. Allocation of Draft Conditions of Approval to TfNSW – Multi-Site Bulk Power Upgrades EIA

Draft Mitigation Measure	Extent of TfNSW's responsibility for the Draft Mitigation Measures specified
Complaints Management	TfNSW will comply with this condition with the exception that the IDE is responsible for responding to complaints and enquiries received regarding the Contractor's Activities, through a variety of avenues including the Principal's 24-hour response line or project info line, in writing (letter or email), direct to the Principal via telephone, or direct to the Contractor or its Subcontractors. The IDE must develop and implement appropriate procedures for the resolution of complaints in accordance with the CoA and TfNSW Standard Requirements.

Schedule 11.1 – Actions in complying with Third Party Agreements (Initial Project)

For the purposes of clause 15.12(a)(ii)B, we must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW in any Third Party Agreement and Statement of Principles.

Schedule 19.1 – TfNSW Supplied Items (Initial Project)

Table 1: TfNSW Supplied Items to be included in the TOC

Item
TfNSW personnel for the following positions: <ul style="list-style-type: none"> • Senior Interface Manager (full-time) • Design Manager (full-time) • Site Engineer (full-time) • Community Engagement Manager • Environmental Manager
Signalling Design (as defined in the Works Brief) by the Signalling Detailed Designer
Sydney Trains services as defined in Appendix F (Program Interface Schedule) of Exhibit B.0 (Program Brief).
Procurement of the following crossovers for the Erskineville Crossover Portion: <ul style="list-style-type: none"> • crossover 681 A&B; • crossover 682 A&B; • crossover 683 A&B; and • crossover 684 A&B.
Sydney Trains supplied materials and plant (including work trains and tampers).

Table 2: TfNSW Supplied Items not in TOC

Item
AFC track design (excluding Asset Rationalisation). However, post AFC and construction support must be undertaken by the IDE.

Costs for TfNSW Supplied Items will be TfNSW IDA Costs.

Schedule 20.1 – Project-Specific Target Adjustment Guidelines (Initial Project)

No.	Scenario	TAE?		Comments
		Yes	No	
N1	The Commencement Date is on or after the 19 th May 2020, negatively impacting the program of the IDE Activities and delaying the achievement of Completion.	1		Time (KRA relief) only
N2	For Sydney Terminal Portion, delay to heritage approvals (including Aboriginal Heritage) are not provided by 1 September 2020, and this delays the achievement of Completion.	1		Subject to the IDE demonstrating that there is delay to the scheduled Date for Completion.
N3	Access to the Mascot Traction Substation site is provided later than the scheduled date of 04 January 2021 leading to delay in the establishment and construction of the Substation and delays to the progress of the IDE Activities.	1		Partial access to portions of the Site will be provided after the Commencement Date.
N4	The mitigation measures in the Planning Approvals differ materially from the Likely Mitigation measures at time of the submission of the Project Proposal resulting in additional time and/or costs.	1		
N5	The final Broadpectrum Third Party Agreement differs significantly from the Broadpectrum Statement of Principles (included in the IDA) resulting in additional time and/or costs.	1		
N6	The COVID-19 pandemic declared by the World Health Organisation (WHO) on 11 March 2020, leads to delays and additional costs and the IDE can demonstrate it has done everything possible to mitigate those impacts.	1		<p>Our intention is as follows:</p> <p>(i) The 60 day period for the initial TAE notice as referenced in Cl 20.3 of the Agreement shall start on the Commencement Date.</p> <p>(ii) Any TAE agreed by the LT and TfNSW may be subject to written agreed assumptions and if those assumptions change, the LT and TfNSW will use its best endeavours to agree a further TAE, if required and the IDE can demonstrate it</p>

No.	Scenario	TAE?		Comments
		Yes	No	
				<p>has done everything possible to mitigate those impacts.</p> <p>(iii) Any risk that is retained by TfNSW under an existing TAG will be excluded from the TAE (e.g. increased risk of cancelled possession)</p> <p>(iv) This TAG is not limited by any other TAG.</p> <p>(v) The obligation to “do everything possible to mitigate” is a requirement of the TAE but not a precursor to being entitled to a TAE.</p>

Schedule 22.1 – Site and Site Requirements (Initial Project)

1. General

- (a) Without limiting our other obligations under this Agreement in relation to the Site, we must, in executing the IDE Activities, comply with the requirements set out in this Schedule 22.1.
- (b) We will be given access to the parts of the Project Site at the times, and subject to compliance by us with the conditions, set out in this Schedule 22.1.

2. Definitions

In this Schedule 22.1:

“Access Date” means the date, in relation to each Worksite, that we may commence accessing that Worksite as specified in the relevant Worksite Notice.

“Access Notice” means (as applicable) an Investigation Access Notice or a Construction Access Notice provided in accordance with clauses 5(a)(i) or 5(a)(ii) (as applicable) of this Schedule 22.1.

“Construction Access Notice” means a written notice to TfNSW containing the following details:

- (a) the location and dimensions of that part of the Project Site to which we require access, being the proposed Worksite;
- (b) if the proposed Worksite is described in Table 1 of this Schedule 22.1, the unique identifier for that Worksite (e.g. “H1”);
- (c) the date we require access to the proposed Worksite which must be no earlier than the earliest access date listed in Table 2 of this Schedule 22.1;
- (d) the period of time we require access to the proposed Worksite;
- (e) whether we propose that the proposed Worksite will comprise Temporary Lands or Asset Lands or both (with full details); and
- (f) the nature of the IDE Activities to be carried out in the proposed Worksite.

“Control” of an area of the Project Site (including any Worksite) means undertaking all the activities required to manage and control all access to and across an area of the Project Site, including any Worksite, and maintaining the temporary and permanent infrastructure provided by us, including the Temporary Works. Such activities will include managing, controlling and maintaining the security of an area of the Project Site, including any Worksite, conducting basic familiarisation and safety inductions for all those accessing an area of the Project Site, including any Worksite (but not inductions specific to Other Contractor’s work), operating and maintaining the temporary and permanent infrastructure provided by us, including the Temporary Works, and liaising with Authorities.

“Investigation Access Notice” means a written notice to TfNSW containing the following details:

Schedule 22.1 – Site and Site Requirements (Initial Project)

- (a) the location and dimensions of that part of the Project Site to which we require access, being the proposed Worksite;
- (b) the date we require access to the proposed Worksite to perform survey, testing or investigation work, which must be no earlier than the earliest access date listed in Table 2 of this Schedule 22.1;
- (c) the period of time we require access to the proposed Worksite; and
- (d) the extent of the survey, testing or investigation work to be undertaken in the proposed Worksite.

“Investigation Lands” means any part of the Project Site accessed by us pursuant to a Worksite Notice issued in respect of an Investigation Access Notice.

“Reinstate” means restoring the Worksite to a condition not less than that existing immediately prior to us obtaining access to the Worksite, in compliance with conditions of the Planning Approval, any Third Party Agreement requirements and any additional conditions required by TfNSW and relevant Authorities. For the avoidance of doubt, Reinstatement does not require us to remove or demolish any part of the Project Works on the relevant Worksite.

“Worksite” means a part of the Project Site:

- (a) specified in Table 1 and Table 2 of this Schedule 22.1 and the relevant Project Site Drawings, the final location and dimensions of which are confirmed in a Worksite Notice as contemplated by clause 5(d) of this Schedule 22.1; or
- (b) otherwise as defined in a Worksite Notice.

“Worksite Notice” means a notice issued by TfNSW in accordance with clause 5(c) of this Schedule 22.

3. Project Site

- (a) Subject to clause 5(d) of this Schedule 22.1, the Project Site consists of the Worksites identified in Table 1 and Table 2 and which are identified in the Project Site Drawings. Table 1 identifies each Worksite as Asset Lands, Temporary Land or Remote Sites. Table 2 identifies the earliest access dates and any conditions of access.
- (b) Subject to clause 5(d) of this Schedule 22.1, the Project Site comprise the Asset Lands, Temporary Lands and any other lands and places made available to us by TfNSW for the purposes of this Agreement including the underground strata and air space required to deliver the Project Works within the Asset Lands in accordance with this Agreement.

Table 1. Asset Lands and Temporary Lands

Drawing number	Worksite identified on Project Site Drawings	Asset Land / Temporary Land
SA-A Sydney Terminal (Central Station)	Location Plan	-
SA-A1 Sydney Terminal (Central Station)	A1	Asset Lands
SA-A2 Sydney Terminal (Central Station)	A1, A2, A3	Asset Lands
SA-A3 Sydney Terminal (Central Station)	A1, A3	Asset Lands

Schedule 22.1 – Site and Site Requirements (Initial Project)

Drawing number	Worksite identified on Project Site Drawings	Asset Land / Temporary Land
SA-A4 Sydney Terminal (Central Station)	A2	Asset Lands
SA-A5 Sydney Terminal (Central Station)	A2	Asset Lands
SA-B Sydney Terminal (Redfern-Erskineville)	Location Plan	-
SA-B1 Sydney Terminal (Redfern-Erskineville)	B1	Asset Lands
SA-B2 Sydney Terminal (Redfern-Erskineville)	B1	Asset Lands
SA-B3 Sydney Terminal (Redfern-Erskineville)	B1	Asset Lands
SA-B4 Sydney Terminal (Redfern-Erskineville)	B1	Asset Lands
SA-B5 Sydney Terminal (Redfern-Erskineville)	B1	Asset Lands
SA-C Hurstville Station	Location Plan	-
SA-C1 Hurstville Station	C1	Asset Lands
SA-C2 Hurstville Station	C1	Asset Lands
SA-C3 Hurstville Station, Sheet 3	C1	Asset Lands
SA-C4 Hurstville Station, Sheet 4	C1	Asset Lands
SA-C5 Hurstville Station, Sheet 5	C1	Asset Lands
SA-D T8 Line (Mascot Station and Feeder Route)	Location Plan	-
SA-D1 T8 Line (Mascot Station and Feeder Route)	D1, D2	Asset Lands
SA-D2 T8 Line (Mascot Station and Feeder Route)	D2	Asset Lands
SA-D3 T8 Line (Mascot Station and Feeder Route), Sheet 3	D2, D3	Asset Lands
SA-E T8 Line (Wolli Creek Station), Cover Sheet	Location Plan	-
SA-E1 T8 Line (Wolli Creek Station)	E1	Asset Lands
SA-E2 T8 Line (Wolli Creek Station)	E1	Asset Lands
SA-E3 T8 Line (Wolli Creek Station)	E1, E2	Asset Lands
SA-E4 T8 Line (Wolli Creek Station)	E1	Asset Lands
SA-E5 T8 Line (Wolli Creek Station)	E1	Asset Lands
SA-E6 T8 Line (Wolli Creek Station)	E1	Asset Lands
SA-E7 T8 Line (Wolli Creek Station)	E1	Asset Lands
SA-E8 T8 Line (Wolli Creek Station)	E1	Asset Lands
SA-F T8 Line (Chalmers St Substation)	Location Plan	-
SA-F1 T8 Line (Chalmers St Substation)	F1	Asset Lands
SA-F2 T8 Line (Chalmers St Substation)	F1	Asset Lands
SA-F3 T8 Line (Chalmers St Substation)	F1	Asset Lands
SA-F4 T8 Line (Chalmers St Substation)	F1	Asset Lands
SA-F5 T8 Line (Chalmers St Substation)	F1	Asset Lands
SA-G T8 Airport Line Overview	Location Plan	-
SA-G1 T8 Airport Line Overview	G1	Asset Lands
SA-G2 T8 Airport Line Overview	G1	Asset Lands

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Drawing number	Worksite identified on Project Site Drawings	Asset Land / Temporary Land
SA-G3 T8 Airport Line Overview	G1	Asset Lands
SA-G4 T8 Airport Line Overview	G1	Asset Lands
SA-G5 T8 Airport Line Overview	G1	Asset Lands
SA-G6 T8 Airport Line Overview	G1	Asset Lands
SA-H Green Square to ROC (Rail Operations Centre)	Location Plan	-
SA-H1 Green Square to ROC (Rail Operations Centre)	H1, H3	Asset Lands
SA-H2 Green Square to ROC (Rail Operations Centre)	H1, H2	Asset Lands
SA-I 402 City Outer	Location Plan	-
SA-I1 402 City Outer	I1	Asset Lands
SA-I2 402 City Outer	I1	Asset Lands
SA-I3 402 City Outer	I1	Asset Lands
SA-I4 402 City Outer	I1	Asset Lands

Table 2. Access Dates and Conditions

Worksite	Earliest access dates	Conditions of access and use
A1 (Sydney Terminal)	From the day after the Commencement Date	Fulfilment of the requirements of this Schedule 22.1. Fulfilment of the IDE's obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.
A2 (Sydney Terminal)	From the day after the Commencement Date	Access to be negotiated with Sydney Metro. Sydney Metro have priority. Fulfilment of the requirements of this Schedule 22.1. Fulfilment of the IDE's obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.
A3 (Sydney Terminal)	From the day after the Commencement Date	Access to be negotiated with Sydney Metro. Sydney Metro have priority. Fulfilment of the requirements of this Schedule 22.1. Fulfilment of the IDE's obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.
B (Redfern to Erskineville)	From the day after the Commencement Date	Fulfilment of the requirements of this Schedule 22.1. Fulfilment of the IDE's obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.

Schedule 22.1 – Site and Site Requirements (Initial Project)

Worksite	Earliest access dates	Conditions of access and use
C (Hurstville)	From the day after the Commencement Date	<p>Fulfilment of the requirements of this Schedule 22.1.</p> <p>Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.</p>
D1 (Mascot Station)	From the day after the Commencement Date	<p>Fulfilment of the requirements of this Schedule 22.1.</p> <p>Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.</p> <p>Fulfilment of the IDE’s obligations in complying with the Third Party Agreements.</p>
D2 (Cable routes to/from Mascot Substation)	01 May 2020	<p>Provide to the Principal’s Representative a copy of a Road Occupancy Licence.</p> <p>Provide a CCMP which includes a Construction and Site Management Sub plan and a Traffic Management Sub plan as specified in the TSRs.</p> <p>Fulfilment of the requirements of this Schedule 22.1.</p> <p>Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.</p> <p>Fulfilment of the IDE’s obligations in complying with the Third Party Agreements.</p>
D3 (Mascot Substation Site)	04 January 2021	<p>Fulfilment of the requirements of this Schedule 22.1.</p> <p>Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.</p> <p>Fulfilment of the IDE’s obligations in complying with the Third Party Agreements.</p>
E1 (Wolli Creek)	From the day after the Commencement Date	<p>Fulfilment of the requirements of this Schedule 22.1.</p> <p>Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.</p>

Schedule 22.1 – Site and Site Requirements (Initial Project)

Worksite	Earliest access dates	Conditions of access and use
E2 (Undercliffe Substation)	From the day after the Commencement Date	<p>Fulfilment of the requirements of this Schedule 22.1.</p> <p>Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.</p> <p>Fulfilment of the IDE’s obligations in complying with the Third Party Agreements.</p>
F1 (Chalmers St SS Area)	From the day after the Commencement Date	<p>Fulfilment of the requirements of this Schedule 22.1.</p> <p>Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.</p> <p>Fulfilment of the IDE’s obligations in complying with the Third Party Agreements.</p>
G1 (T8 Airport Line Tunnel)	From the day after the Commencement Date	<p>Fulfilment of the requirements of this Schedule 22.1.</p> <p>Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.</p> <p>Fulfilment of the IDE’s obligations in complying with the Third Party Agreements.</p>
H1 (Green Square to ROC)	From the day after the Commencement Date	<p>Provide to the Principal’s Representative a copy of a Road Occupancy Licence.</p> <p>Provide a CCMP which includes a Construction and Site Management Sub plan and a Traffic Management Sub plan as specified in the TSRs.</p> <p>Fulfilment of the requirements of this Schedule 22.1.</p> <p>Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.</p> <p>Fulfilment of the IDE’s obligations in complying with the Third Party Agreements</p>

Schedule 22.1 – Site and Site Requirements (Initial Project)

Worksite	Earliest access dates	Conditions of access and use
H2 (Green Square to ROC)	From the day after the Commencement Date	Fulfilment of the requirements of this Schedule 22.1. Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1. Fulfilment of the IDE’s obligations in complying with the Third Party Agreements
H3 (ROC)	From the day after the Commencement Date	Fulfilment of the requirements of this Schedule 22.1. Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1. Fulfilment of the IDE’s obligations in complying with the Third Party Agreements
I1 (402 Outer City)	From the day after the Commencement Date	Fulfilment of the requirements of this Schedule 22.1. Fulfilment of the IDE’s obligations for working in and adjacent to the Rail Corridor and rail environment as set out in the TSRs and Schedule 31.1.

4. Project Site Access and Use Conditions

- (a) Before accessing any part of the Project Site, we must have issued an Access Notice, and have received a Worksite Notice, in relation to that part of the Project Site.
- (b) We must provide for and allow access to each Worksite by Other Contractors at all times.
- (c) We must comply with, and may only access the Project Site in accordance with, each Worksite Notice.
- (d) We have Control of, and must Control, each Worksite the subject of a Worksite Notice, commencing on the Access Date, under the conditions identified in this clause 4 and Table 2 of this Schedule 22.1, and ending on the date that we cease to access that Worksite in accordance with this Agreement.
- (e) We must Reinstate all Worksites.
- (f) We must comply with the following general conditions in relation to the Project Site:
 - (i) the removal of any trees is subject to the prior written approval of the Principal's Representative;

Schedule 22.1 – Site and Site Requirements (Initial Project)

- (ii) vehicle access to and from the Project Site, including the location of all entrances, points of access, turning restrictions, slip lanes, traffic volumes and weight limits on local streets, hours of work and the like must comply with all Approvals, all other Statutory Requirements and the TSRs;
 - (iii) the site office facilities provided by us for TfNSW must be provided when, and in the places, required by the Principal's Representative and as otherwise required by the Works Brief;
 - (iv) we must ensure that protection and Reinstatement of the condition and features of the Site, including any Worksites, comply with all Approvals and all other Statutory Requirements;
 - (v) we must comply with the conditions of all leases, licences and easements under which TfNSW or any relevant Rail Transport Agency is entitled (as against the owner or occupier of a part of the Site) to have access to a part of the Site (including any Third Party Agreements);
 - (vi) property owners and/or their tenants shall have access to the Site, including any Worksites, to facilitate the undertaking of emergency repairs or maintenance on their properties or premises or emergency response in general; and
 - (vii) we must protect all Services within and adjacent to the Project Site in accordance with the requirements of the owner or operator of such Services.
- (g) We acknowledge that the Project Site may include vehicular driveways or access and egress points that are shared with property owners, their tenants and/or Other Contractors. We must not impede or interfere with the function and use of these driveways or access and egress points.
- (h) We acknowledge that the Project Site extends across, over and under railways. We will not have exclusive use of these railways. We must coordinate our use of these railways with any relevant Rail Transport Agency and Other Contractors.
- (i) We acknowledge that in addition to the Site conditions of access and use stated in this Schedule 22.1, the conditions of access and use of various portions of the Site will be subject to the requirements specified elsewhere in this Agreement, including clause 15.16 and Exhibit E.1.
- (j) We must ensure that:
- (i) the Project Works (other than those Remote Works constructed on Remote Sites) are constructed within the boundaries of the Asset Lands;
 - (ii) the Temporary Works are constructed within the boundaries of the Project Site and the Remote Sites; and
 - (iii) the Remote Works are constructed within the boundaries of the Remote Sites.

Schedule 22.1 – Site and Site Requirements (Initial Project)

- (k) We must:
 - (i) maintain vehicular and pedestrian access to the remainder of any car park impacted by the location of a Worksite in or near that car park;
 - (ii) maintain safe access and egress to and from stations and maintain safety around platforms in the vicinity of each Worksite for Sydney Trains, NSW Trains or Sydney Metro customers and operational and maintenance staff at all times;
 - (iii) comply with the TSRs, including the provisions established in the section “Working in and Adjacent to the Rail Corridor” that is Annexure F to the TfNSW Standard Requirements (Works Contracts); and
 - (iv) maintain electrical Safe Approach Distance (SAD) while working around existing and new electrical assets, including during the establishment and disestablishment of Worksites.
- (l) Where we access the Project Site or a part of the Project Site under a Track Possession, we must:
 - (i) remove all Construction Plant, Temporary Works and all surplus materials and rubbish and leave the area the subject of the Track Possession in a safe clean and tidy condition in accordance with TfNSW’s requirements at the end of each Track Possession; and
 - (ii) at each “Tier 6 Possession Co-Ordination Meeting”, provide a draft plan identifying the proposed area to be under our Control for each Track Possession in order to achieve coordination with Sydney Trains and Other Contractors. The final plan must be presented at the “Possession Co-ordination Meeting” and Control will be provided to us by the Principal’s Representative prior to each Track Possession.
- (m) We acknowledge that the Project Site includes roads that are connected to public roads and are maintained by the roads authorities for those public roads under the *Roads Act 1993* (NSW). We must co-ordinate use of these road areas with the relevant roads authority and Rail Transport Agency.

5. Worksites and Access Notices

- (a) We may, at any time after the Commencement Date, provide to TfNSW:
 - (i) where we require access to part of the Project Site to perform survey, testing or investigation work forming part of the IDE Activities, an Investigation Access Notice; and
 - (ii) where we require access to part of the Project Site to perform any other part of the IDE Activities, a Construction Access Notice.
- (b) We must provide an Access Notice not less than 28 Business Days’ prior to the date that we require access to the part of the Project Site specified in that Access Notice.
- (c) TfNSW must respond to an Access Notice within 28 Business Days of receipt of the Access Notice by written notice to the IDE specifying:

Schedule 22.1 – Site and Site Requirements (Initial Project)

- (i) the location and dimensions of the Worksite to which access will be provided;
 - (ii) a unique identifying reference for the Worksite (e.g. “TL1”);
 - (iii) the date that we may commence accessing the Worksite, which we agree is the date by which access to the relevant part of the Project Site is required to be given for the purposes of clause 15.2(b)(i) of this Agreement;
 - (iv) if required, the date that we must vacate the Worksite; and
 - (v) in respect of a response to a Construction Access Notice, whether the Worksite comprises Temporary Lands or Asset Lands .
- (d) If we have issued an Access Notice in respect of a Worksite specified in Table 1 and Table 2 of this Schedule 22.1, the Worksite will, from the date of the Worksite Notice, be in the location, and have the dimensions specified in the relevant Worksite Notice (rather than as specified in or contemplated by Table 1 and Table 2 of this Schedule 22.1 or the relevant Project Site Drawings).

Schedule 31.1 – Track Possessions (Initial Project)

The following Track Possessions with power isolations will be made available by TfNSW for the IDE in accordance with clause 15.16 of this Agreement, for the IDE to carry out the IDE Activities. The IDE must carry out all processes, submissions and requirements of Sydney Trains in booking the Track Possessions as per the below schedule.

Start Date	Finish Date	Weekend No.	Possession Configuration
14-Mar-20	15-Mar-20	37	Config 3
21-Mar-20	22-Mar-20	38	Config 1
28-Mar-20	29-Mar-20	39	Config 4
25-Apr-20	26-Apr-20	43	Config 12
30-May-20	31-May-20	48	Config 2
20-Jun-20	21-Jun-20	51	Config 4
04-Jul-20	05-Jul-20	1	Config 2
11-Jul-20	12-Jul-20	2	Config 3
25-Jul-20	26-Jul-20	4	Config 11 Full Yard
15-Aug-20	16-Aug-20	7	Config 1
22-Aug-20	23-Aug-20	8	Metro G
5-Sep-20	6-Sep-20	10	Config 11 Modified
26-Sep-20	17-Sep-20	13	Config 12
03-Oct-20	05-Oct-20	14	Config 11 Modified
10-Oct-20	11-Oct-20	15	Config 4
28-Nov-20	29-Nov-20	22	Config 3
5-Dec-20	6-Dec-20	23	Config 2
5-Dec-20	6-Dec-20	23	Airport Line
12-Dec-20	13-Dec-20	24	Config 1
26-Dec-20	31-Dec-20	26	Config 12 STAR Erskineville Special Shutdown 1
30-Jan-21	31-Jan-21	31	Config 4

Schedule 31.1 – Track Possessions (Initial Project)

Start Date	Finish Date	Weekend No.	Possession Configuration
6-Feb-21	7-Feb-21	32	Config 11 Modified
20-Feb-21	21-Feb-21	34	Config 1
27-Feb-21	28-Feb-21	35	Metro G
06-Mar-21	07-Mar-21	36	Config 12
10-Apr-21	11-April-21	41	Config 11 Modified
01-May-21	02-May-21	44	Config 3
15-May-21	16-May-21	46	Config 4
22-May-21	23-May-21	47	Metro G
29-May-21	30-May-21	48	Config 2
12-Jun-21	14-Jun-21	50	Config 11 Full Yard
26-Jun-21	27-Jun-21	52	Config 1
03-Jul-21	04-Jul-21	1	Config 3
17-Jul-21	18-Jul-21	3	Config 12
24-Jul-21	25-Jul-21	4	Config 11 Modified
21-Aug-21	22-Aug-21	8	Config 1
28-Aug-21	29-Aug-21	9	Metro G
11-Sep-21	12-Sep-21	11	Config 2
09-Oct-21	10-Oct-21	15	Config 4
30-Oct-21	31-Oct-21	18	Config 11 Modified
06-Nov-21	07-Nov-21	19	Config 3
13-Nov-21	14-Nov-21	20	Config 1
27-Nov-21	28-Nov-21	22	Metro G
26-Dec-21	31-Dec-21	26	Config 12 STAR Erskineville Special Shutdown 2
08-Jan-22	09-Jan-22	28	Config 2
22-Jan-22	23-Jan-22	30	Config 4

Schedule 31.1 – Track Possessions (Initial Project)

Start Date	Finish Date	Weekend No.	Possession Configuration
19-Feb-22	20-Feb-22	34	Config 1
12-Feb-22	13-Feb-22	33	Metro G (under negotiation with Sydney Trains)
05-Mar-22	06-Mar-22	36	Config 12
12-Mar-22	13-Mar-22	37	Config 11 Full Yard
26-Mar-22	27-Mar-22	39	Config 3
02-Apr-22	03-Apr-22	40	Config 2
02-Apr-22	03-Apr-22	40	Airport Line
14-May-22	15-May-22	46	Config 4
28-May-22	29-May-22	48	Config 11 (subject to negotiation with Sydney Trains) (To be used for the installation of the diamond as Sydney Trains agreed to a 1 month maximum loss of Platform 7)
11-Jun-22	13-June-22	50	Config 11 Full Yard
25-Jun-22	26-Jun-22	52	Config 1
02-Jul-22	03-Jul-22	1	Config 2
02-Jul-22	03-Jul-22	1	Airport Line
09-Jul-22	10-Jul-22	2	Config 3
23-Jul-22	24-Jul-22	4	Config 11 Full Yard (under negotiation with Sydney Trains) (to be used for the relocation of 236 points)
30-Jul-22	30-Jul-22 (modified six-hour night possession)	5	Special Sydney Yard roads 1 to 8 (subject to negotiation with Sydney Trains) (to be used for final signal book in of non-operational critical routes and Final OHW adjustments)

Schedule 31.1 – Track Possessions (Initial Project)

Notes:

1. In the case of Track Possessions set out in the table above, periods of approximately five hours at the beginning, and at the end, of each Track Possession are to be provided for by the IDE for the arrangement and coordination of safe working procedures and power isolations of overhead or transmission lines.
2. Standard Configuration maps have been provided within Exhibit L.1.
3. Dates are approximate only and can be modified at any time by either Sydney Trains or TfNSW.
4. T8 Airport Line local midnight to dawn Track Possessions are available Monday to Thursday. Access to these will be via negotiation with Sydney Trains, if required.
5. For a Config 11 or Config 11 Modified that does not align with a Config 9, handback of roads 5-8 will be required for 2 hours in the morning Saturday and Sunday.

In this Schedule 31.1:

Airport Line means a standard 'Airport Line Possession' referred to in the Sydney Trains major closedown and weekend possession program.

Config 1 means a standard 'Configuration 1 Track Possession' referred to in the Standard Configuration Map.

Config 2 means a standard 'Configuration 2 Track Possession' referred to in the Standard Configuration Map.

Config 3 means a standard 'Configuration 3 Track Possession' referred to in the Standard Configuration Map.

Config 4 means a standard 'Configuration 4 Track Possession' referred to in the Standard Configuration Map.

Config 9 means a standard 'Configuration 9 Track Possession' referred to in the Standard Configuration Map.

Config 11 means a standard 'Configuration 11 Track Possession' referred to in the Standard Configuration Map.

Config 11 Modified means a non-standard 'Configuration 11 Track Possession' referred to in the Standard Configuration Map, and possession of the Sydney terminal platforms 5 to 12, which will be made available with POAT.

Config 11 Full Yard means a non-standard 'Configuration 11 Track Possession' referred to in the Standard Configuration Map, and possession of the Sydney terminal platforms 1 to 12, which will be made available with POAT.

Config 12 means a standard 'Configuration 12 Track Possession' referred to in the Standard Configuration Map.

Metro G means a non-standard 'Metro D Track Possession' referred to in the Standard Configuration Map with POAT and track possession on both of the Up and Down Airport Lines (as referred to in the Standard Configuration Map).

POAT means power out all tracks.

Schedule 31.1 – Track Possessions (Initial Project)

Standard Configuration Map means the standard configuration map set out in Exhibit L.1.

STAR Erskineville Special Shutdown 1 means a non-standard Track Possession which will be made available with POAT that includes possession of the following Railway Tracks:

1. from Saturday 26th Dec 2020 at 0001 hours to Tuesday 29th Dec 2020 at 0200 hours:

- a. Bankstown Line Clear of Campsie (Yellow in diagram 1); and
- b. new Config 12 possession – Platform 3 and 4 open at Sydenham (Red/Green in diagram 1);

2. from Tuesday 29th Dec 2020 at 0200 hours to Thursday 31st Dec 2020 at 0200 hours:

- a. Illawarra Mains handed back to facilitate passenger services in/out of Eastern Suburbs Railline (Green in diagram 1);
- b. Illawarra Mains at Redfern remain under possession/isolation, avoiding impact to diesel services (Red in diagram 1);
- c. potential windows of Locals overnight may be possible; and
- d. potential windows of Illawarra Mains outside of diesel movements may be possible; and

3. from Thursday 31st Dec 2020 at 0200 hours Illawarra Mains and Illawarra Locals handed back, such that only the Bankstown Lines remain in possession.

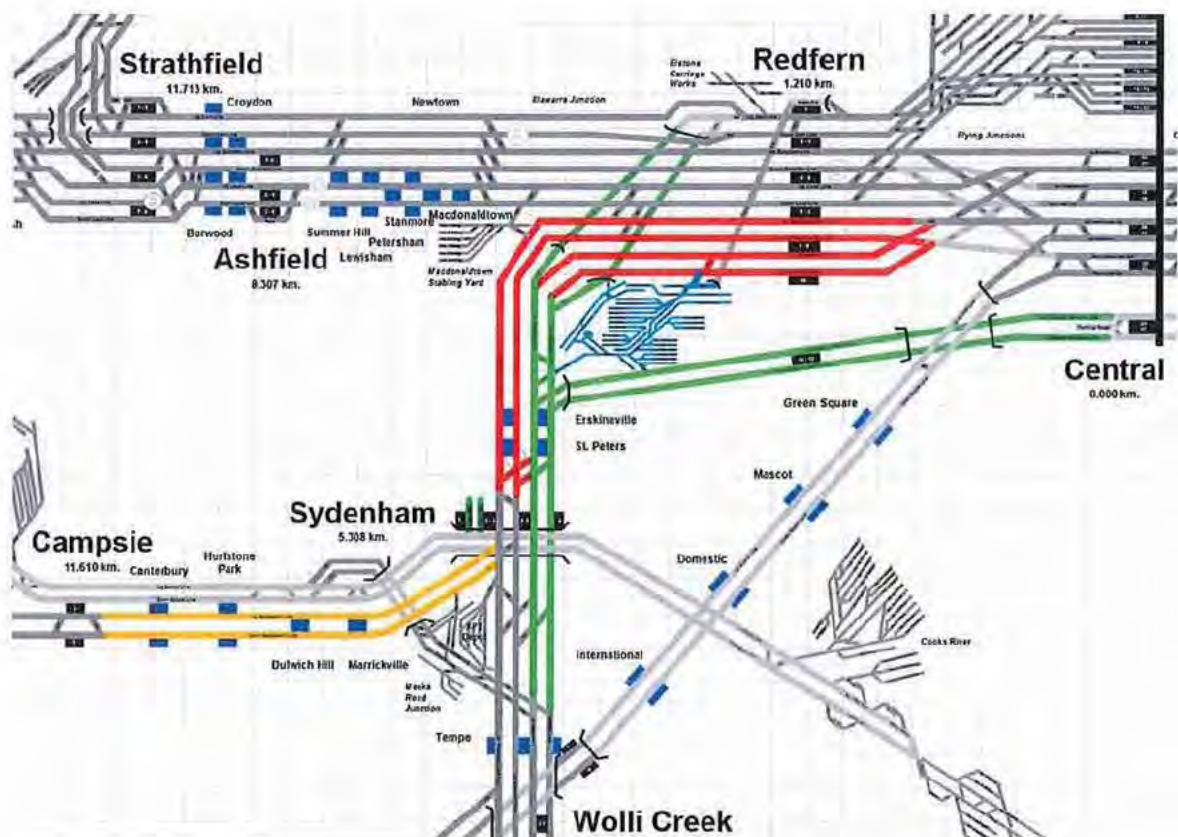


Diagram 1: STAR Erskineville Special Shutdown 1

Schedule 31.1 – Track Possessions (Initial Project)

STAR Erskineville Special Shutdown 2 means a non-standard Track Possession which will be made available with POAT that includes a possession arrangement as follows:

- a Config 12 shutdown from 26th December 2021 until 28th December 2021, the first 3 days will be a full Config 12 (the configuration on 28th December 2021 is still under negotiation with Sydney Trains); and
- Local tracks only from the 29th December 2021 until 31st December 2021.

STAR Final Shutdown means a non-standard 'Configuration 11 Track Possession' referred to in the Standard Configuration Map, and possession of the Sydney terminal platforms 1 to 12, which will be made available with POAT. Possessions of the roads will vary over the 3 days with windows for trains to enter various roads.

Schedule 32.1 – Options (Initial Project)

OPTION 1	Wolli Creek Junction Traction Substation – Third Rectifier
Description:	Provision of a third rectifier and rectifier transformer and increase the capacity of Wolli Creek Substation to 10 MW
Period for exercising the Option:	Up to 52 weeks after the Commencement Date.
Adjustment to the Target Outturn Cost (Schedule 37.1)	<p>An increase in the Target Outturn Cost of \$ [REDACTED] comprising:</p> <ul style="list-style-type: none"> • an increase in Direct Costs of [REDACTED] • an increase in Indirect Costs of [REDACTED] and • an increase in NOP Fee of \$1 [REDACTED]
Project Brief Amendments:	<p>Delete section 4.1(a)(i) and replace with the following: <i>“a new 10MW traction power Substation; and”</i></p> <p>Delete section 4.2(a)(i) and replace with the following: <i>“(i) provide 10MW of power capacity at 1500V DC to the 1500V DC traction system of the T4 Illawarra and South Coast Line and the T8 Airport and South Line at Wolli Creek Junction;”</i></p> <p>Delete section 4.2(a)(ii) and replace with the following: <i>“(ii) provide 10MW of power capacity to the 1500V DC traction system with a 3x 5MW rectifier arrangement to ensure the 10MW rating is maintained during failure or maintenance of any one rectifier;”</i></p> <p>Delete section 4.2(a)(vi)(D) and replace with the following: <i>“(D) achieve N-1 redundancy based on the firm 10MW rating for all equipment upstream of the 1500V DC busbar;”</i></p> <p>Delete section 4.4(a)(vi) and replace with the following: <i>“(vi) not used.”</i></p> <p>Delete section 4.9.3(a)(vi) and replace with the following: <i>“(vi) three (3) 33kV AC cable connections between the corresponding 33kV ACCBs and rectifier transformers;”</i></p> <p>Delete sections 4.9.5(a)(i) to 4.9.5(a)(iii) inclusive and replace with the following: <i>“(i) three (3) 5MW 1500V DC rectifier arrangement with two (2) rectifiers in parallel operation and one (1) rectifier on standby under normal operating conditions;</i> <i>(ii) three (3) primary rated 5.35MVA 33kV/600V outdoor oil immersed rectifier transformers;</i> <i>(iii) three (3) 1500V DC rectifier power cubicles with a built-in negative isolator;”</i></p> <p>Delete section 4.9.6(a)(x) and replace with the following:</p>

Schedule 32.1 – Options (Initial Project)

	<p><i>“(x) three (3) 1500V DC positive cable connections between the positive terminals of each 1500V DC rectifier power cubicle and its associated 1500V DC rectifier cubicle;”</i></p> <p>Delete section 4.10(a)(i) and replace with the following:</p> <p><i>“(i) three (3) 600/415V three-phase 100kVA AC auxiliary transformers connected to the rectifier transformer 600V secondary windings via fuses in the rectifier power cubicle;”</i></p>
Adjustments to Principal's Design:	Nil.
Additional notes:	Nil

Schedule 32.1 – Options (Initial Project)

OPTION 2 Additional Two OHW Feeder Upgrades																
Description:	Provision of an additional two (2) Auxiliary Feeder Upgrades to enable operation of 20 trains per hour on the T8 Airport and South Line															
Period for exercising the Option:	Up to 52 weeks after the Commencement Date.															
Adjustment to the Target Outturn Cost (Schedule 37.1)	An increase in the Target Outturn Cost of [REDACTED] comprising: <ul style="list-style-type: none"> • an increase in Direct Costs of [REDACTED] • an increase in Indirect Costs of [REDACTED] and • an increase in NOP Fee of [REDACTED] 															
Project Brief Amendments:	Insert the following two (2) rows to Table 13 in section 7. <table border="1" data-bbox="472 775 1417 1077"> <thead> <tr> <th>OHW Section</th> <th>Run Number</th> <th>Anchor Location</th> <th>Anchor Location</th> <th>Upgrade Description</th> </tr> </thead> <tbody> <tr> <td>Mascot SS – Wollie Creek SS 121 Up Airport</td> <td>ALUM005A</td> <td>AL6+498</td> <td>AL8+040</td> <td>Install new single 270mm² auxiliary feeder</td> </tr> <tr> <td>Mascot SS – Wollie Creek SS 122 Down Airport</td> <td>ALDM005A</td> <td>AL5+273</td> <td>AL6+901</td> <td>Install new single 270mm² auxiliary feeder</td> </tr> </tbody> </table>	OHW Section	Run Number	Anchor Location	Anchor Location	Upgrade Description	Mascot SS – Wollie Creek SS 121 Up Airport	ALUM005A	AL6+498	AL8+040	Install new single 270mm ² auxiliary feeder	Mascot SS – Wollie Creek SS 122 Down Airport	ALDM005A	AL5+273	AL6+901	Install new single 270mm ² auxiliary feeder
OHW Section	Run Number	Anchor Location	Anchor Location	Upgrade Description												
Mascot SS – Wollie Creek SS 121 Up Airport	ALUM005A	AL6+498	AL8+040	Install new single 270mm ² auxiliary feeder												
Mascot SS – Wollie Creek SS 122 Down Airport	ALDM005A	AL5+273	AL6+901	Install new single 270mm ² auxiliary feeder												
Adjustments to Principal's Design:	Nil															
Additional notes:	Nil															

Schedule 32.1 – Options (Initial Project)

OPTION 3 Additional Four OHW Feeder Upgrades																										
Description:	Provision of an additional four (4) Auxiliary Feeder Upgrades to enable operation of 24 trains per hour on the T8 Airport and South Line																									
Period for exercising the Option:	Up to 52 weeks after the Commencement Date.																									
Adjustment to the Target Outturn Cost (Schedule 37.1)	An increase in the Target Outturn Cost of [REDACTED] comprising: <ul style="list-style-type: none"> • an increase in Direct Costs of [REDACTED] • an increase in Indirect Costs of [REDACTED] and • an increase in NOP Fee of [REDACTED] 																									
Project Brief Amendments:	<p>Delete the whole of section 7(c) and replace with the following:</p> <p>“(c) <i>The IDE Activities for the OHW upgrade works include:</i></p> <ul style="list-style-type: none"> (i) <i>undertaking detailed assessment and survey of the existing OHW sections and provide recommendations and assurance to TfNSW on whether OHW adjustments or upgrades are required.”</i> (ii) <i>development of a concept design including obtaining IP CCB gate 2 approval;</i> (iii) <i>undertaking detailed structural analysis at each modified anchor location and AFJs; and</i> (iv) <i>undertaking “pull out” tests and validating the results against the design rating of the existing AFJs (anchor and bracket) to confirm:</i> <ul style="list-style-type: none"> A. <i>suitability of existing bolt embedment; and</i> B. <i>design bolt embedment for new installations.</i> <p>Insert the following four (4) rows to Table 13 in section 7.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #003366; color: white;"> <th>OHW Section</th> <th>Run Number</th> <th>Anchor Location</th> <th>Anchor Location</th> <th>Upgrade Description</th> </tr> </thead> <tbody> <tr> <td>Mascot SS – Wollie Creek SS 121 Up Airport</td> <td>n/a</td> <td>AL9+334</td> <td>AL9+683</td> <td>Install new single 270mm² auxiliary feeder</td> </tr> <tr> <td>Mascot SS – Wollie Creek SS 122 Down Airport</td> <td>n/a</td> <td>AL9+334</td> <td>AL9+683</td> <td>Install new single 270mm² auxiliary feeder</td> </tr> <tr> <td>Mascot SS – Wollie Creek SS 121 Up Airport</td> <td>n/a</td> <td>AL7+971</td> <td>AL9+933</td> <td>Install new single 270mm² auxiliary feeder</td> </tr> <tr> <td>Mascot SS – Wollie Creek SS 122 Down Airport</td> <td>n/a</td> <td>AL7+971</td> <td>AL9+933</td> <td>Install new single 270mm² auxiliary feeder</td> </tr> </tbody> </table>	OHW Section	Run Number	Anchor Location	Anchor Location	Upgrade Description	Mascot SS – Wollie Creek SS 121 Up Airport	n/a	AL9+334	AL9+683	Install new single 270mm ² auxiliary feeder	Mascot SS – Wollie Creek SS 122 Down Airport	n/a	AL9+334	AL9+683	Install new single 270mm ² auxiliary feeder	Mascot SS – Wollie Creek SS 121 Up Airport	n/a	AL7+971	AL9+933	Install new single 270mm ² auxiliary feeder	Mascot SS – Wollie Creek SS 122 Down Airport	n/a	AL7+971	AL9+933	Install new single 270mm ² auxiliary feeder
OHW Section	Run Number	Anchor Location	Anchor Location	Upgrade Description																						
Mascot SS – Wollie Creek SS 121 Up Airport	n/a	AL9+334	AL9+683	Install new single 270mm ² auxiliary feeder																						
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Mascot SS – Wollie Creek SS 122 Down Airport	n/a	AL7+971	AL9+933	Install new single 270mm ² auxiliary feeder																						

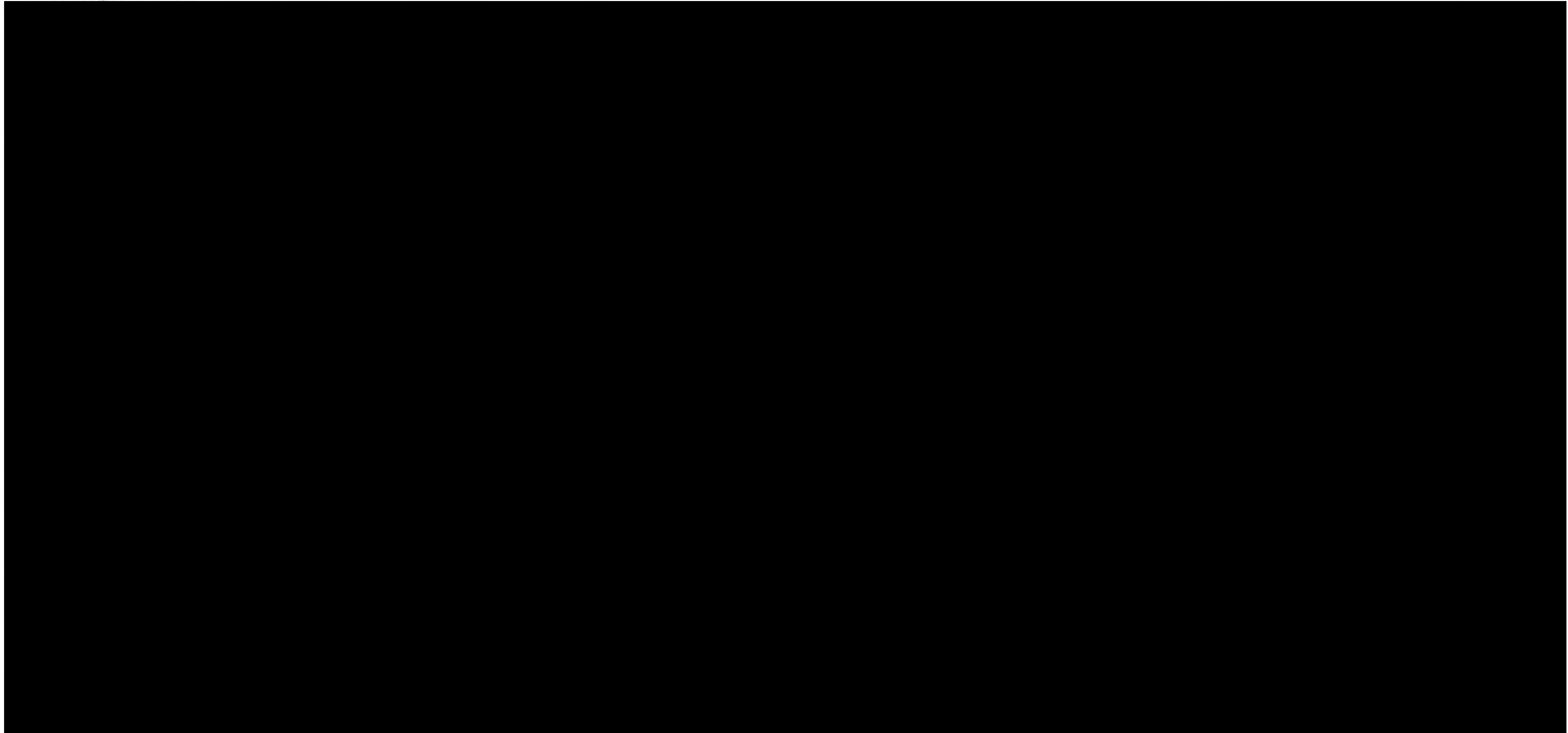
Schedule 32.1 – Options (Initial Project)

Adjustments to Principal's Design:	Nil
Additional notes:	IDE to develop the concept design

Schedule 37.1 – TOC (Initial Project)

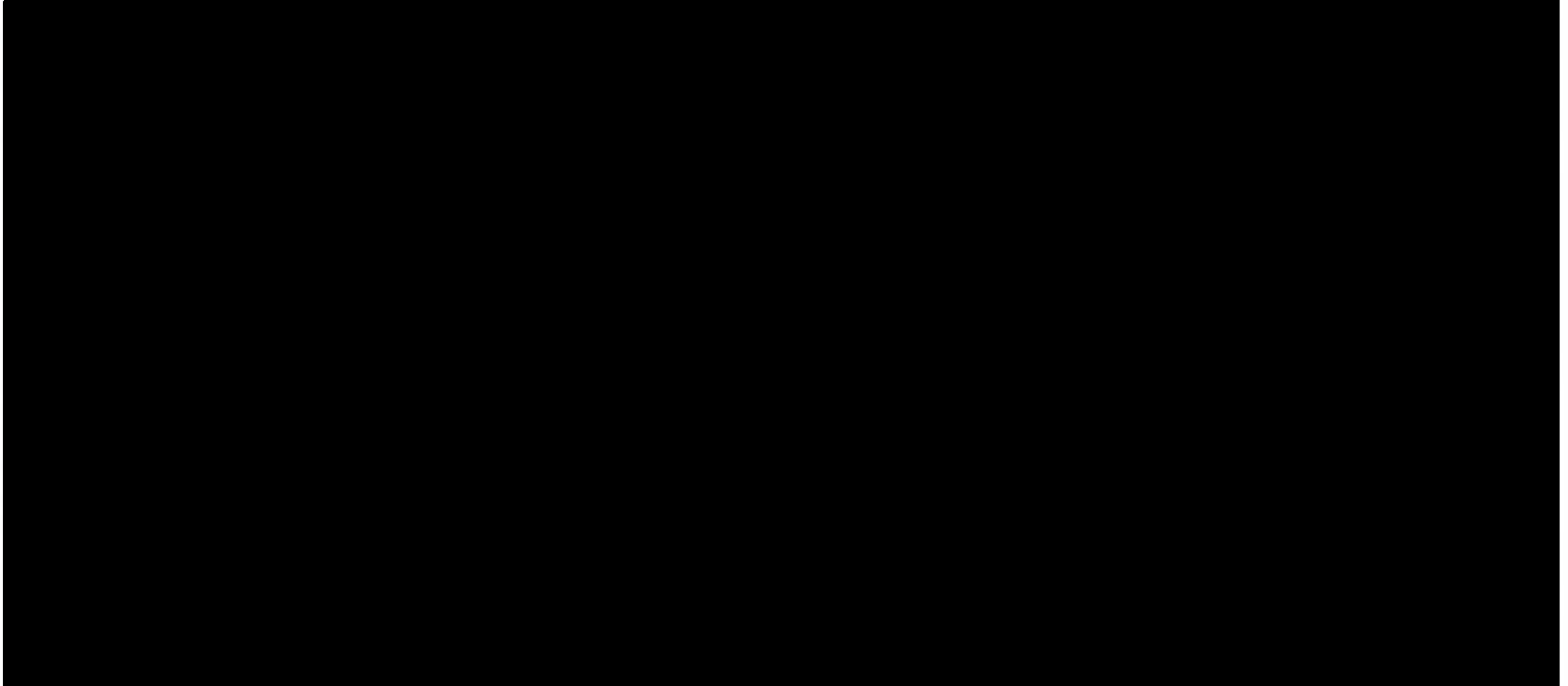
To the extent of any inconsistency or discrepancy between the “Summary TOC Table” at the start of this Schedule 37.1 and any other part of this Schedule 37.1, the “Summary TOC Table” will take precedence.

Summary TOC Table

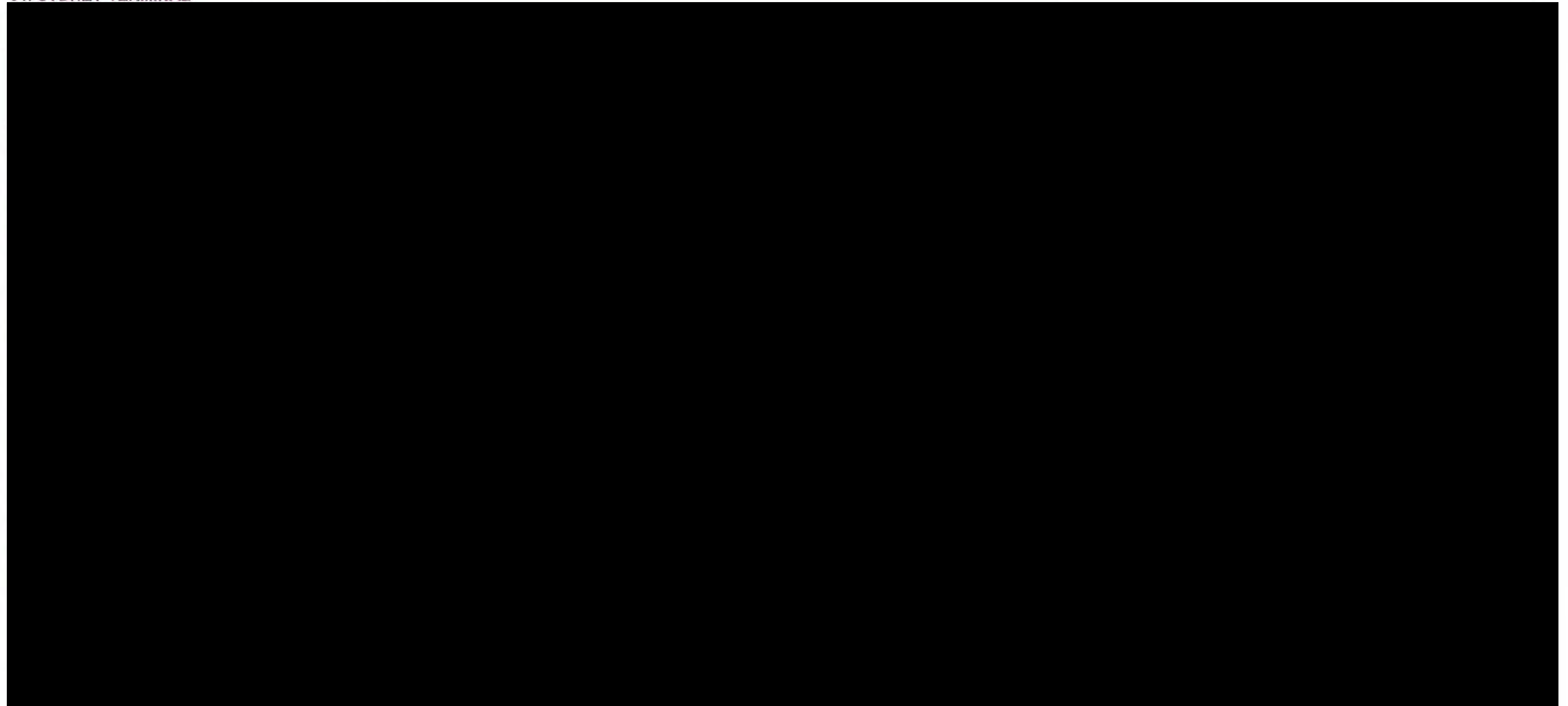


Direct Costs

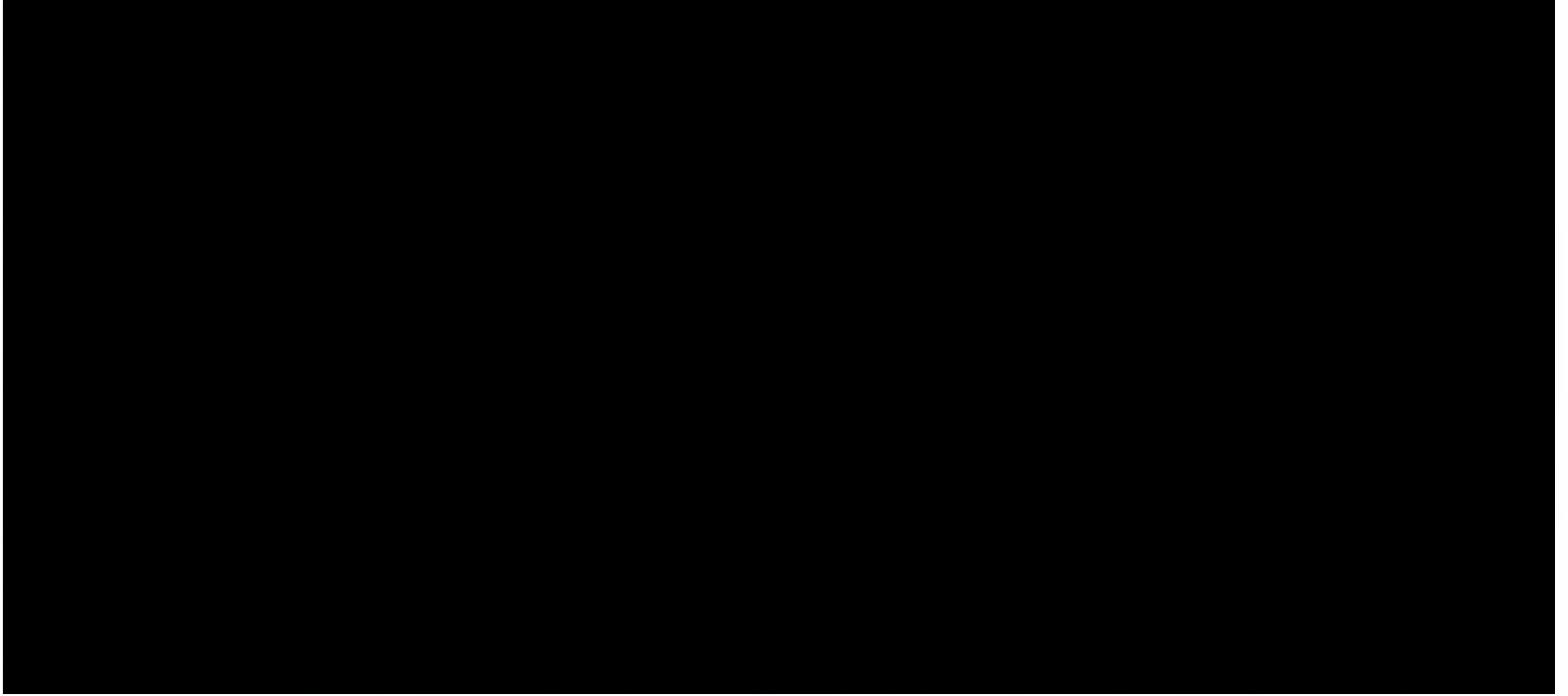
00. ASSET RATIONALISATION



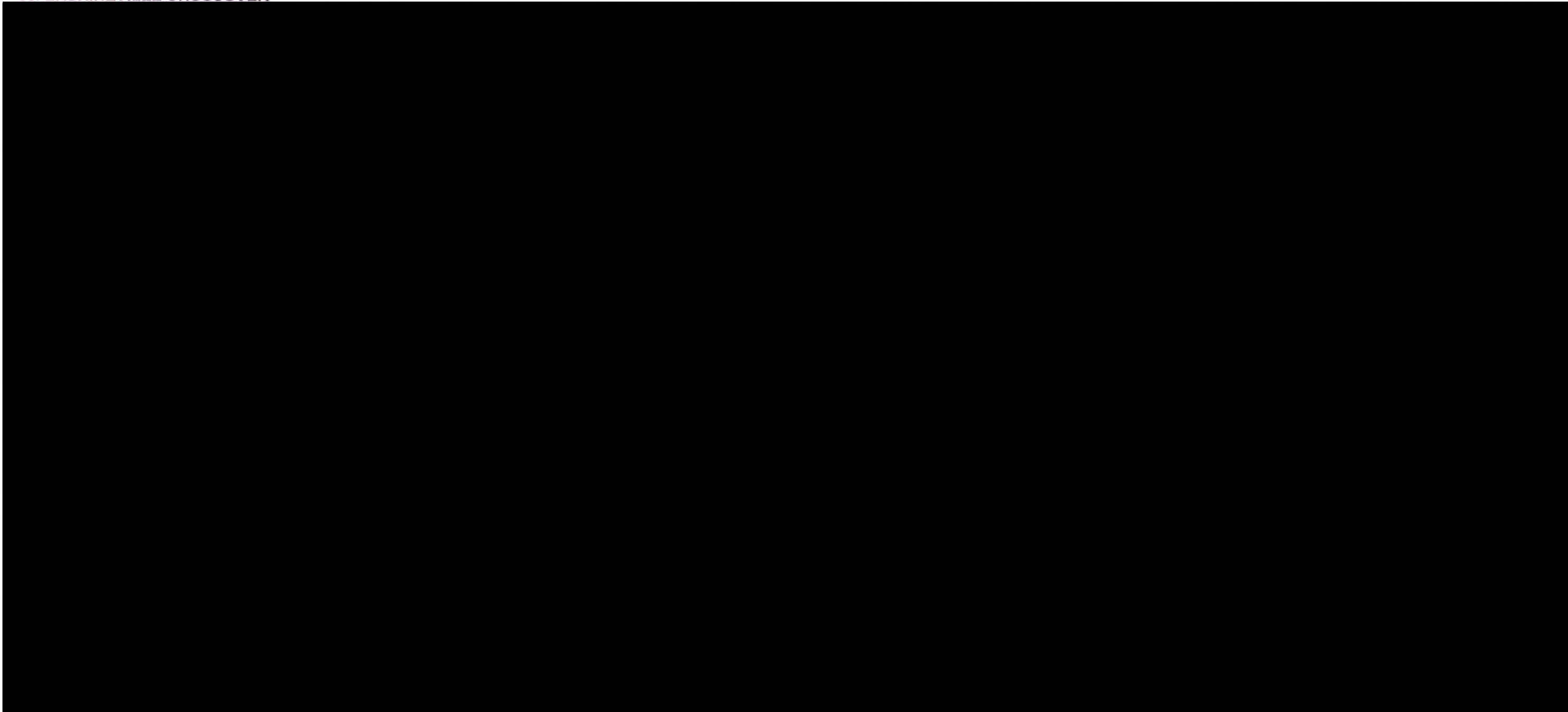
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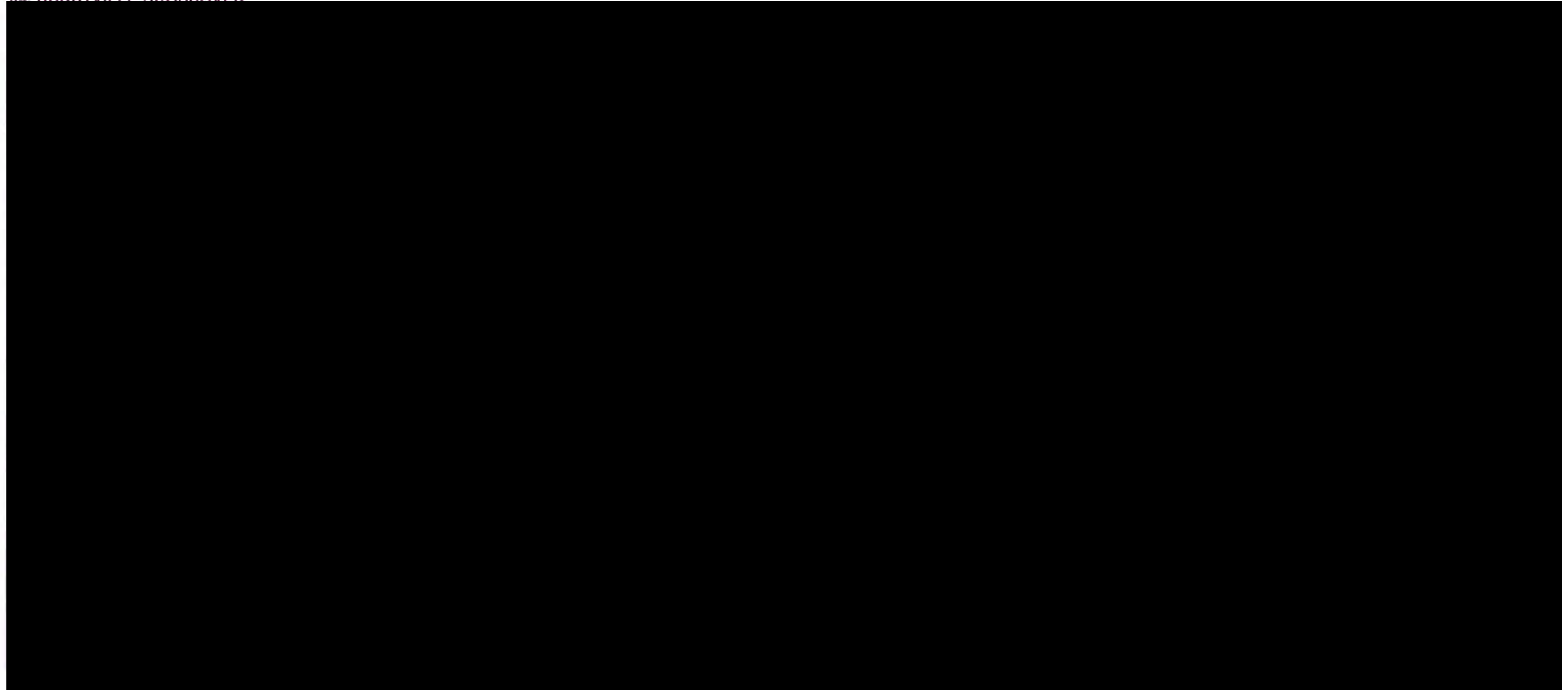
02 ILLAWARRA DIVE



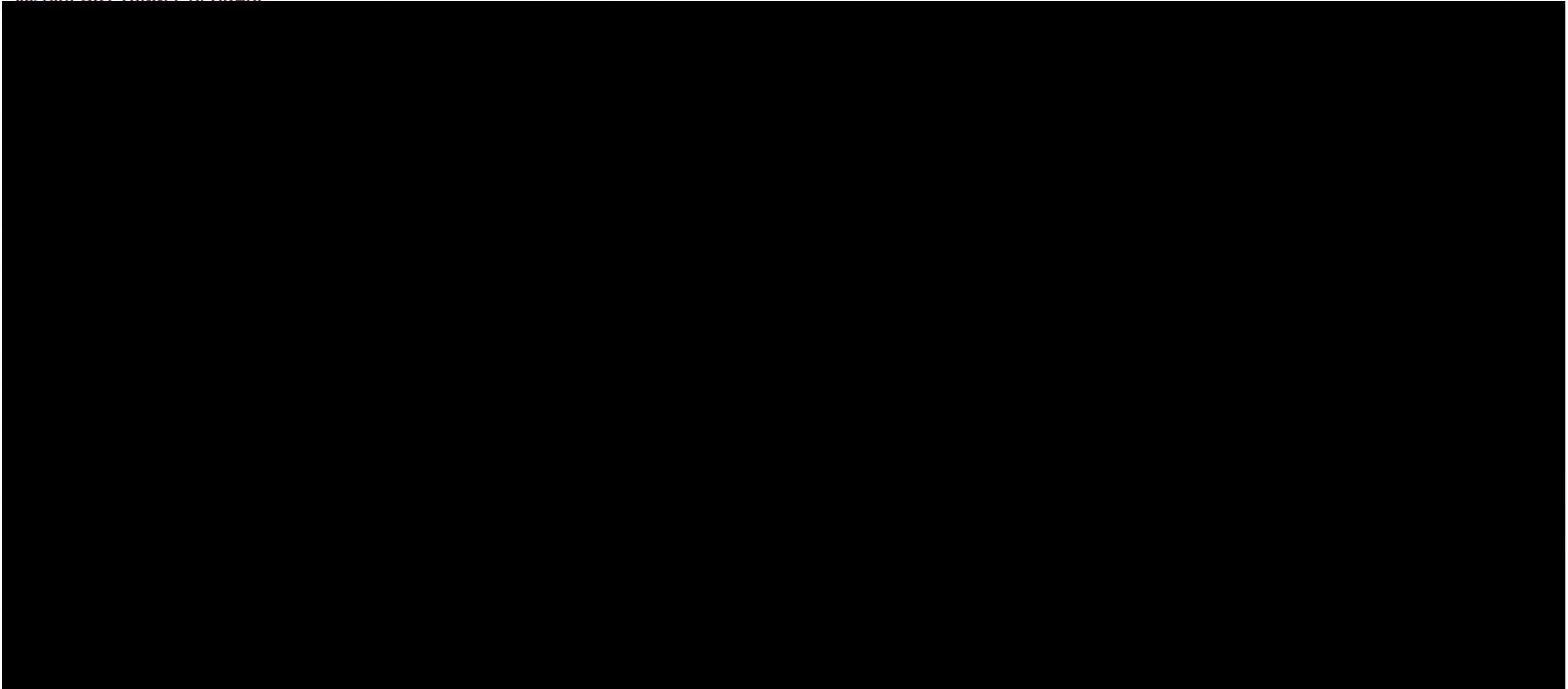
03. ERSKINEVILLE CROSSOVER



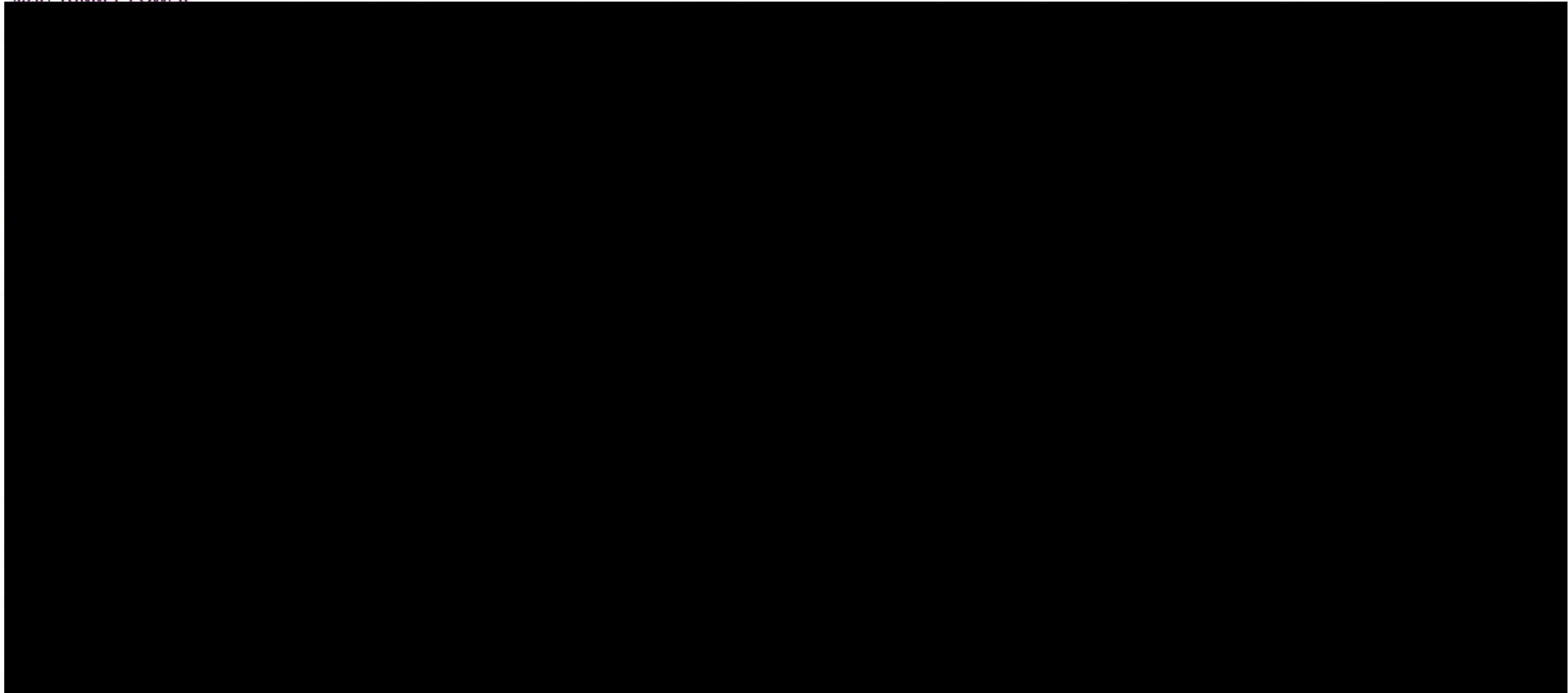
04 HURSTVILLE CROSSOVER



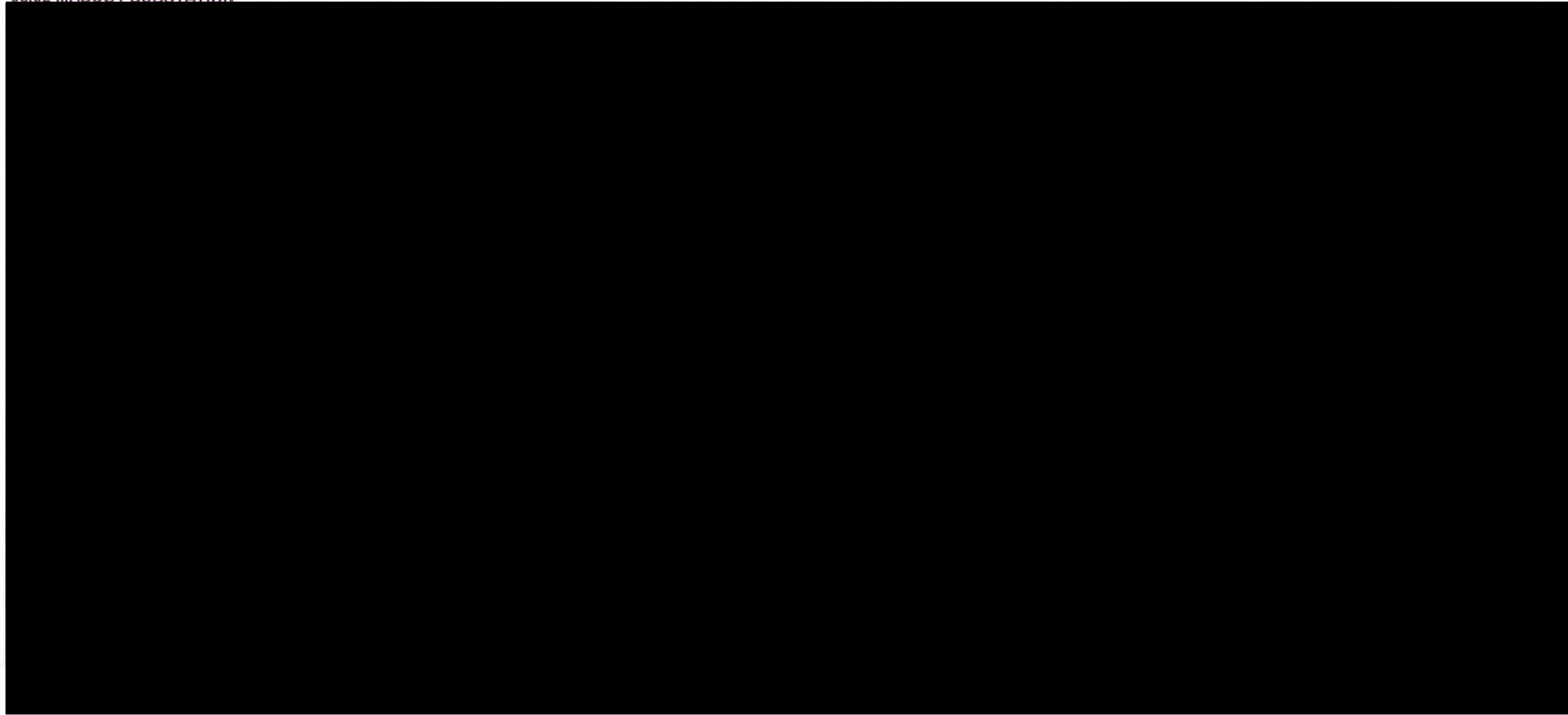
05 AIRPORT TUNNEL UPGRADE



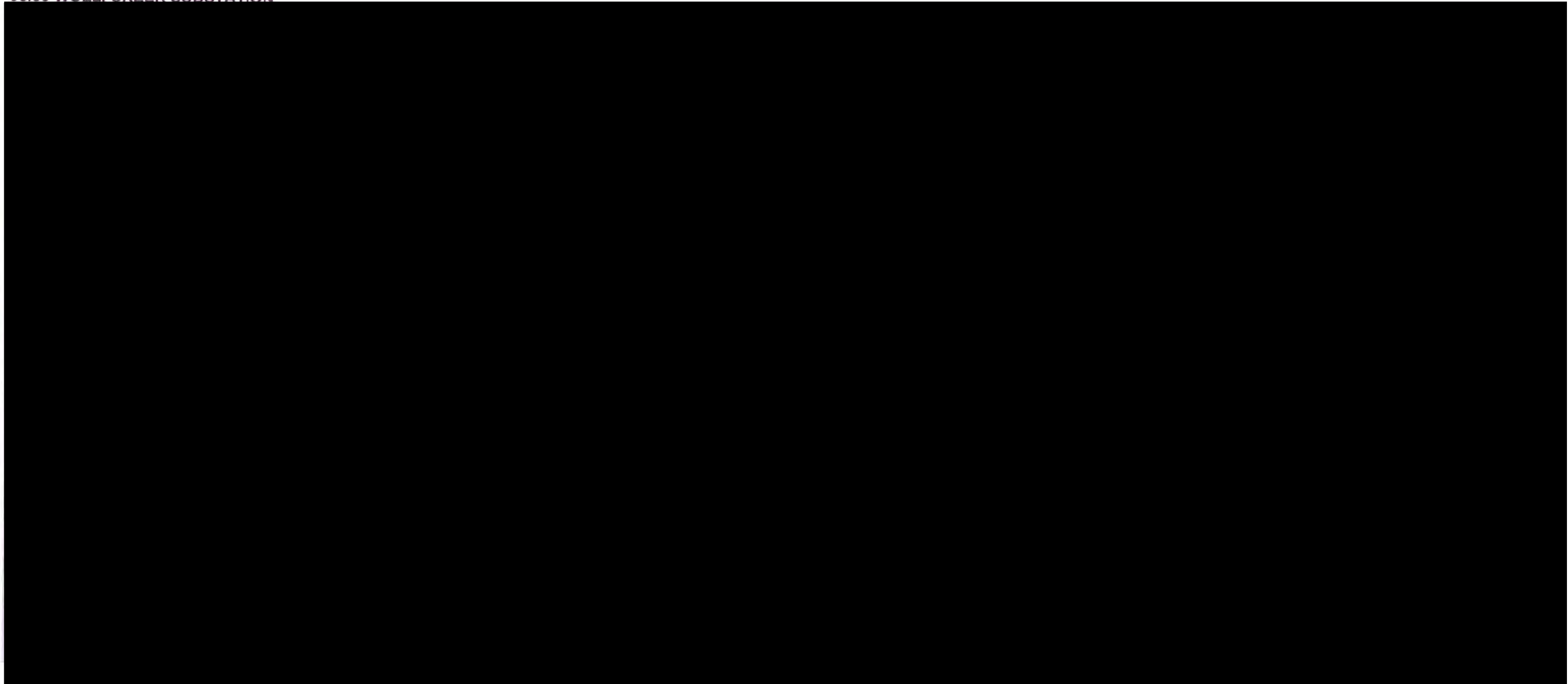
05.01 TUNNEL POWER



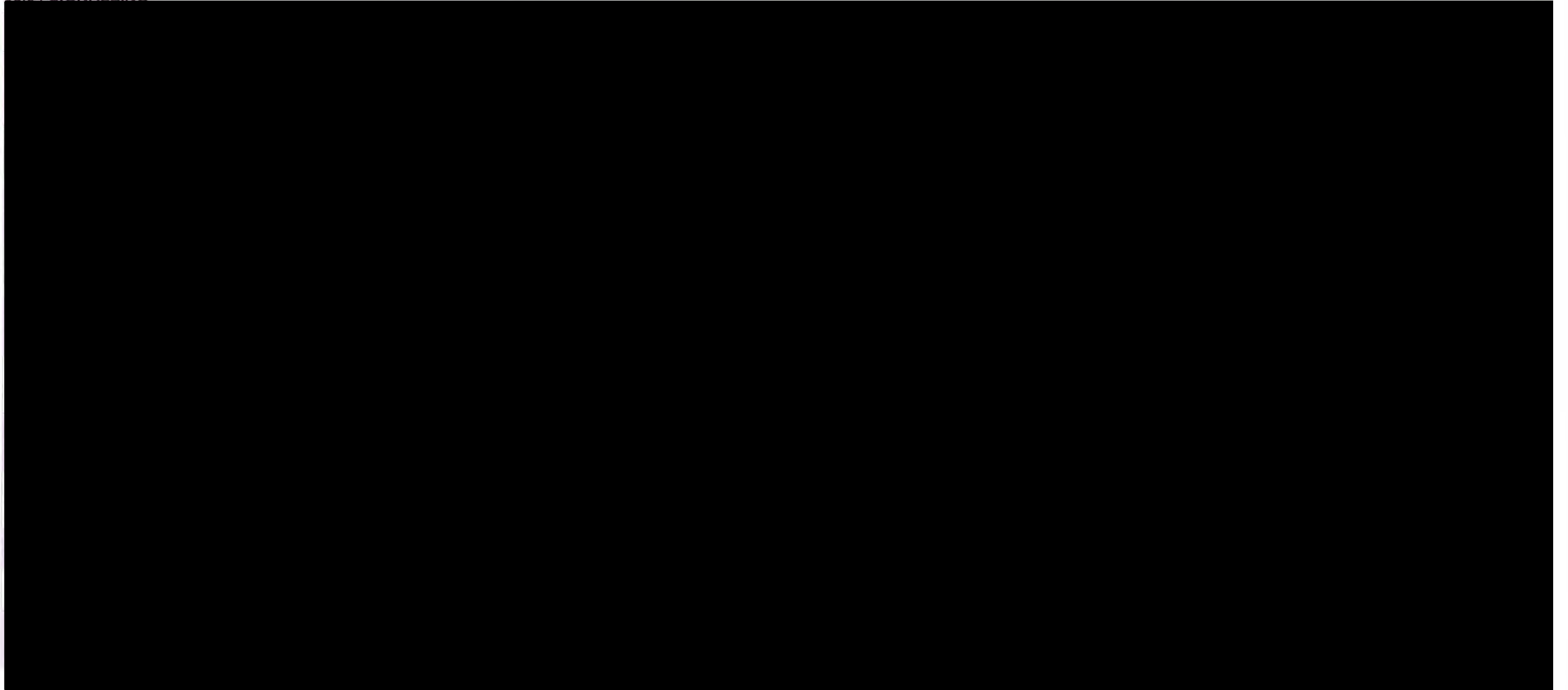
05.02 MASCOT SUBSTATION



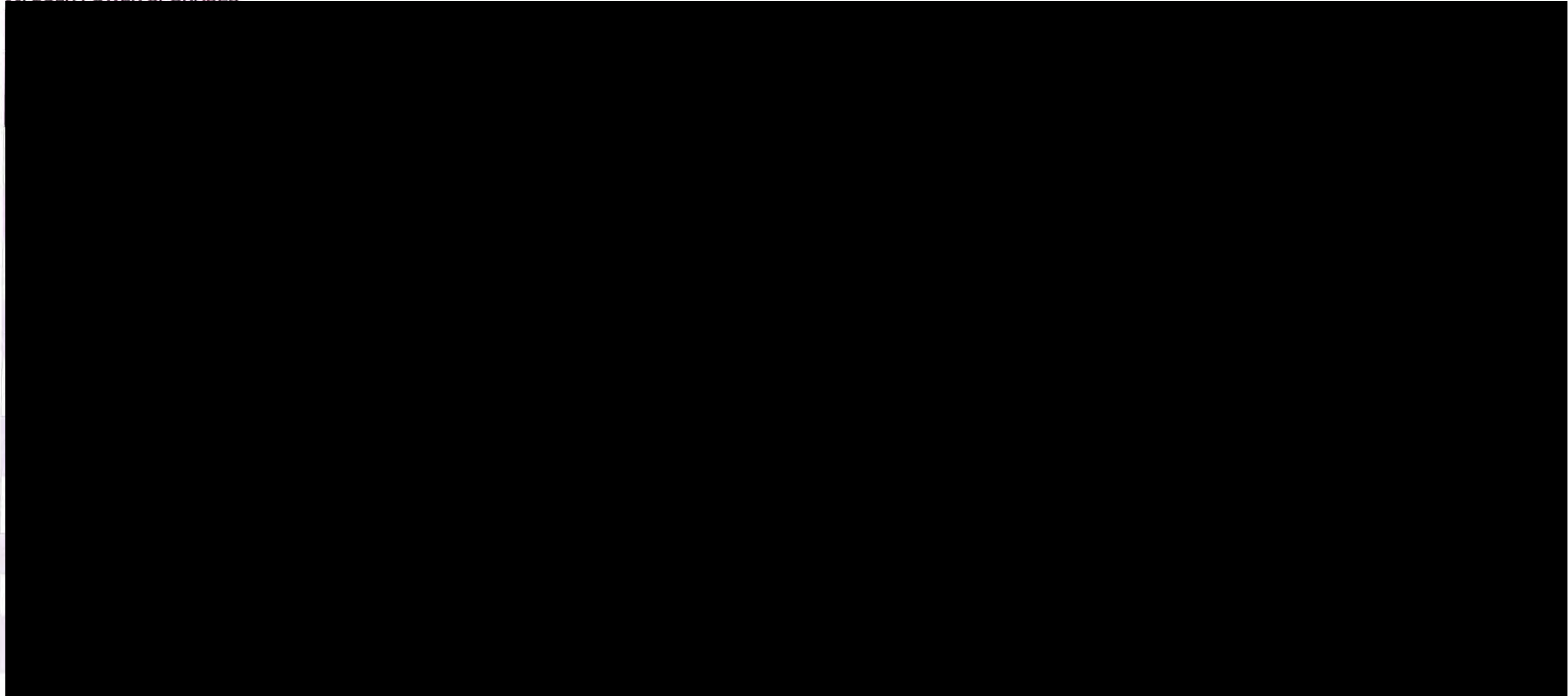
05.03 WOLLI CREEK SUBSTATION



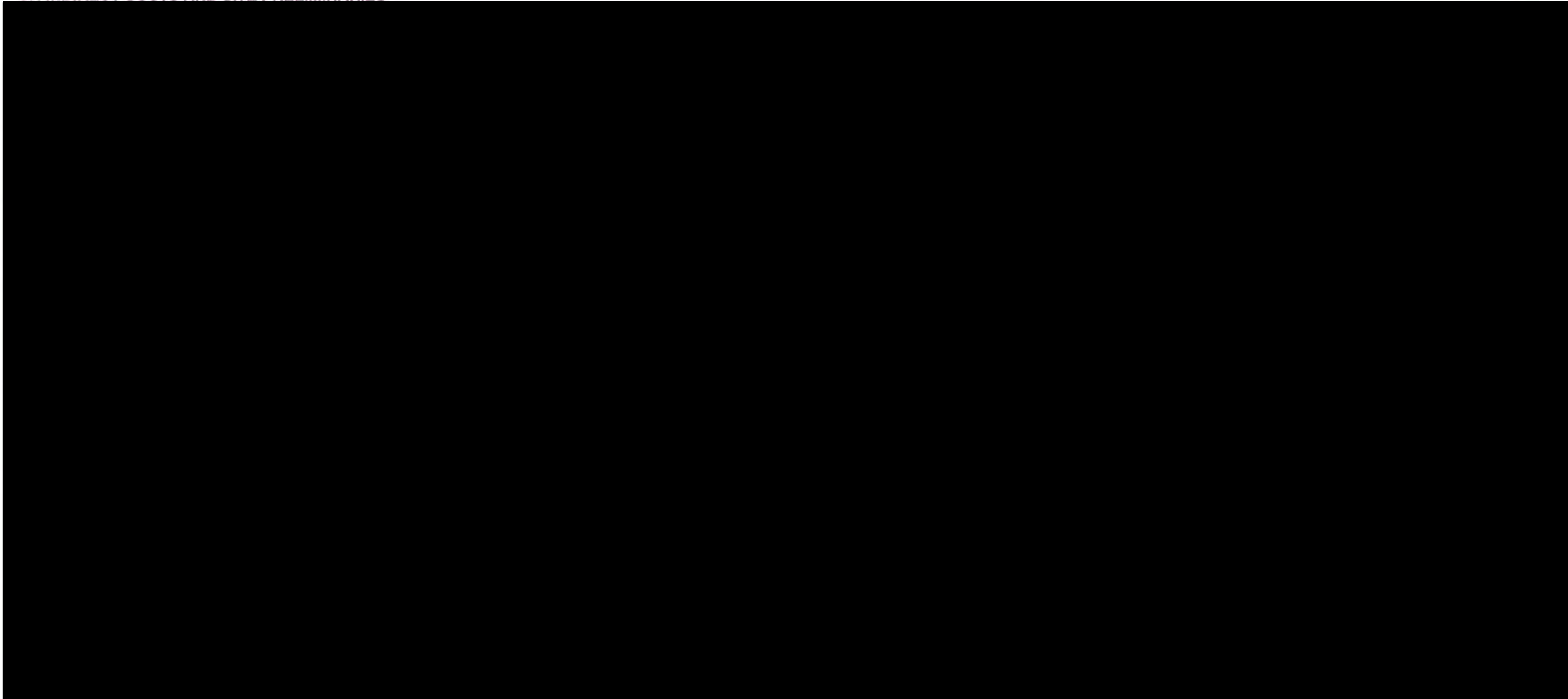
05.04 SIGNALLING



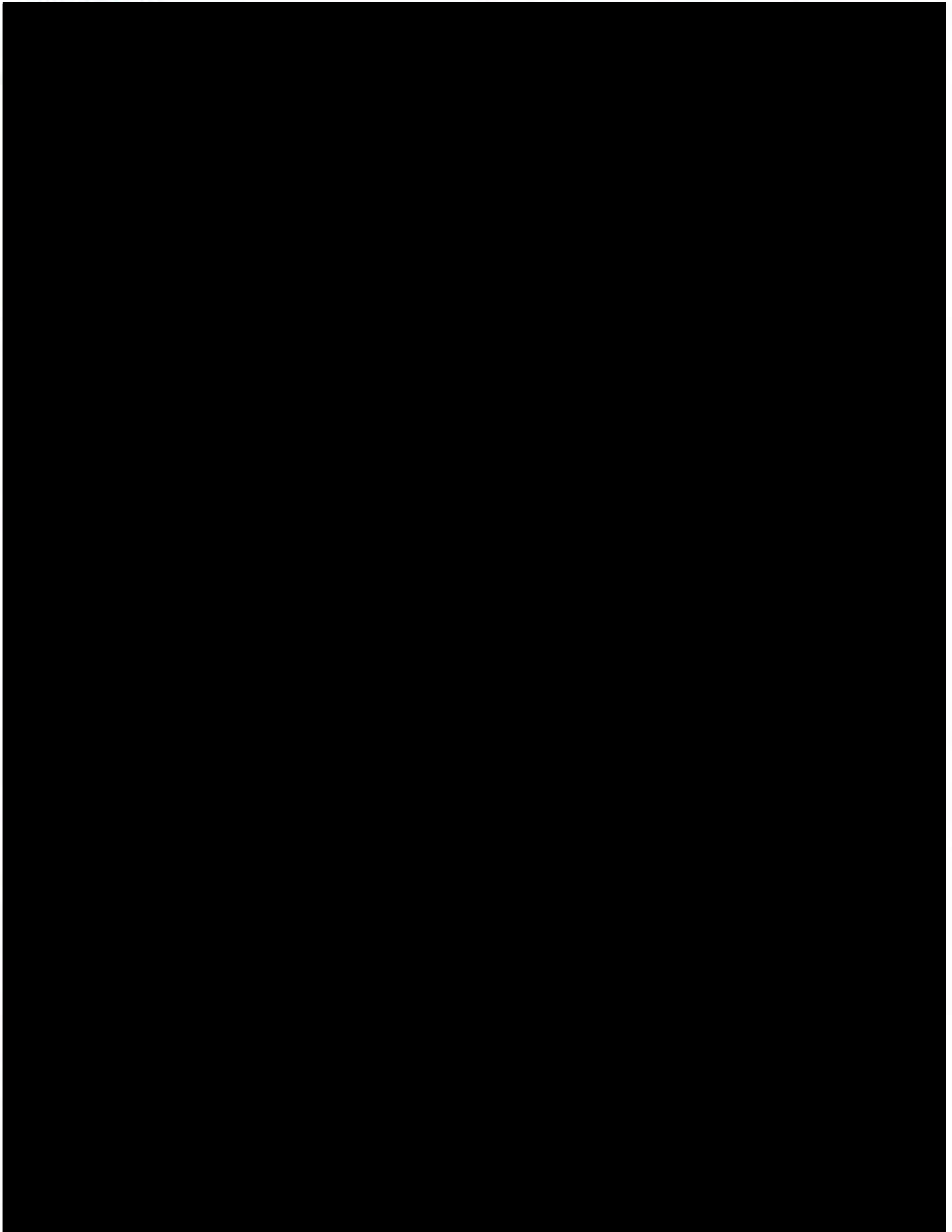
06. BULK POWER UPGRADES

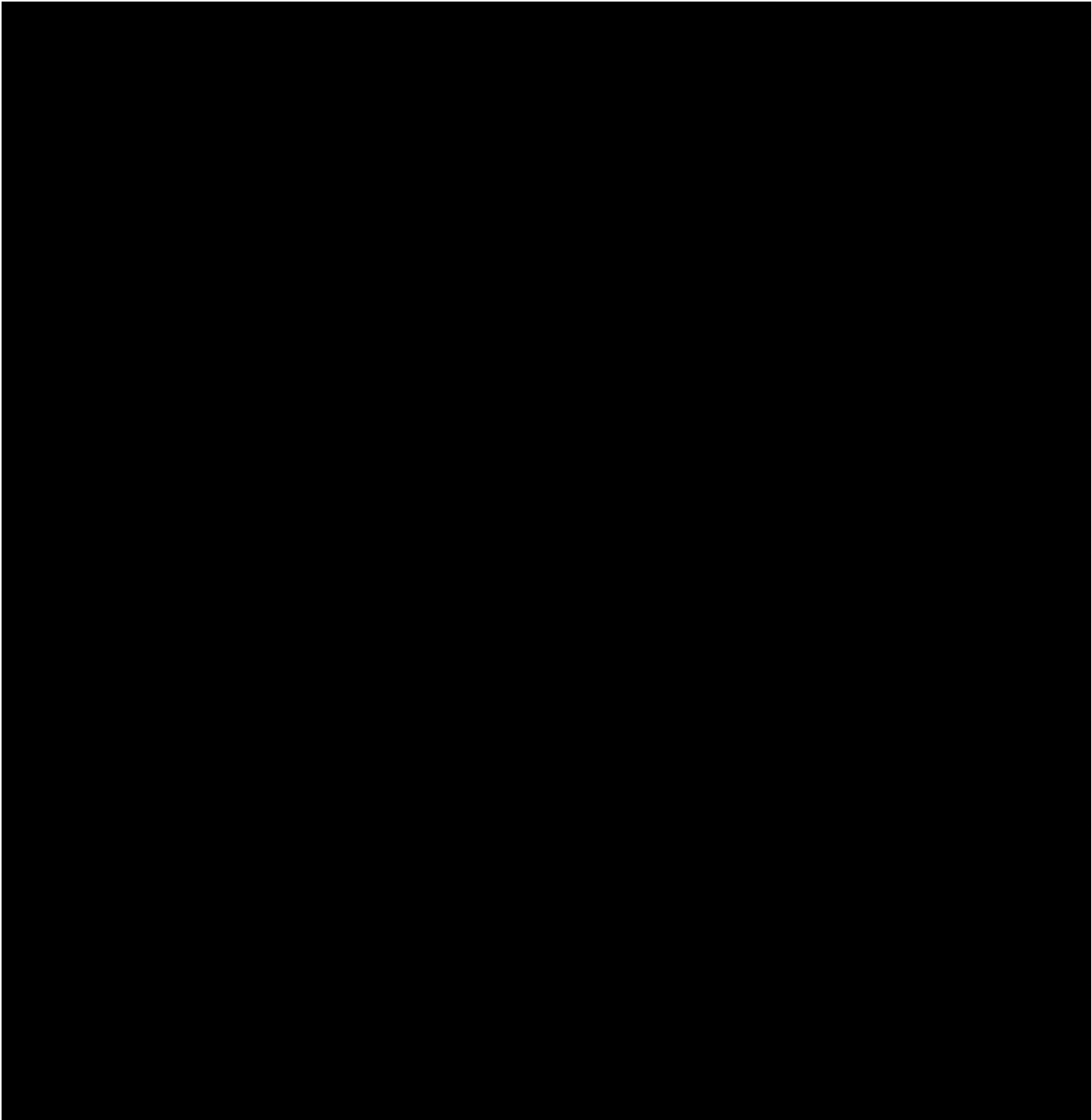


07. INDIRECT COSTS AND SITE PRELIMINARIES

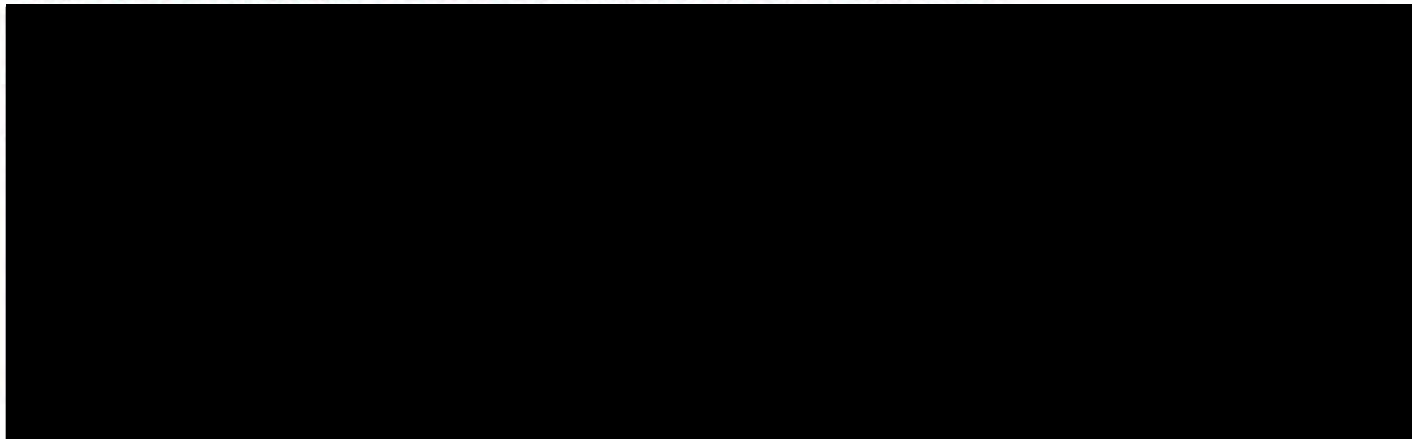


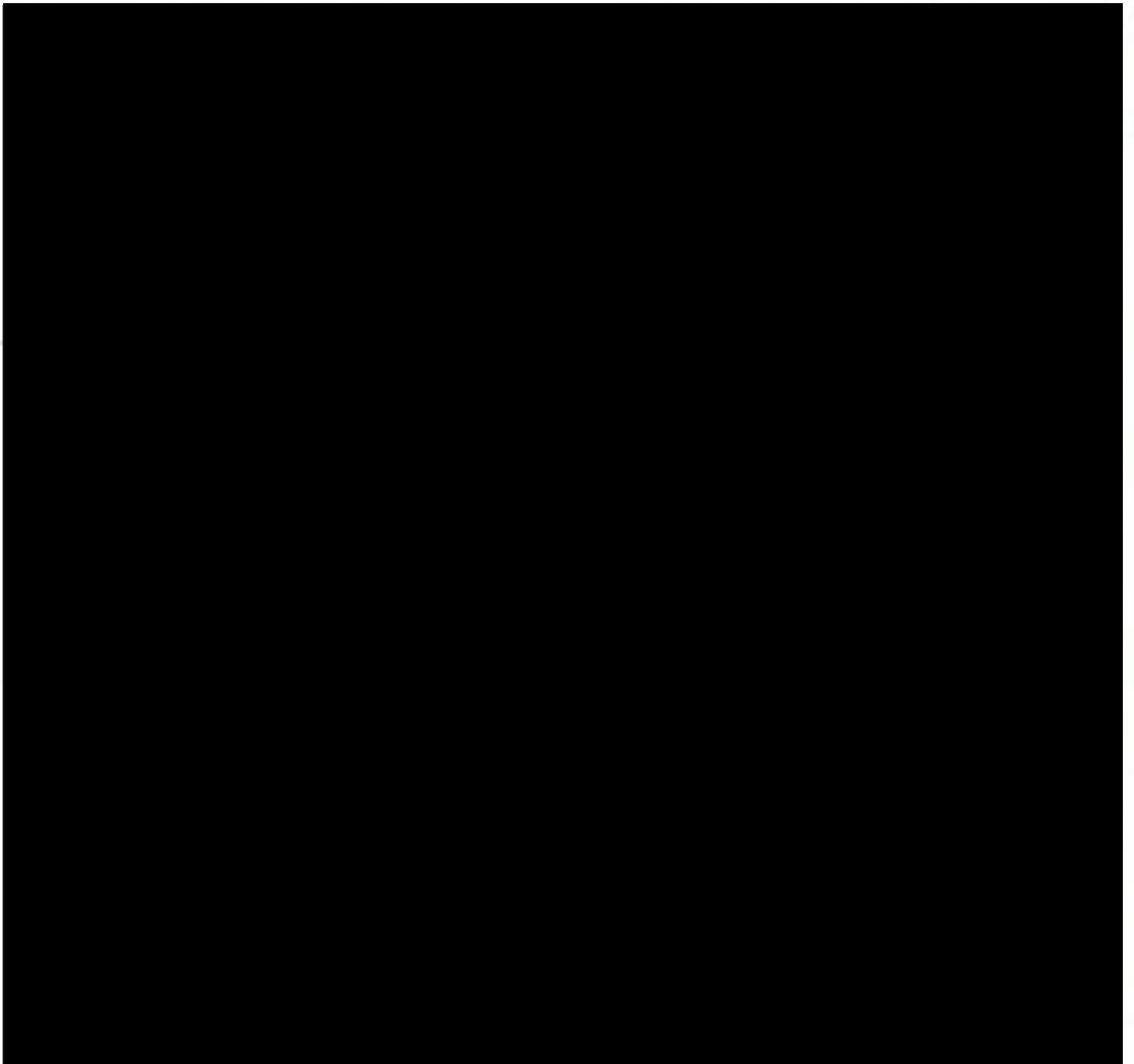
Indirect Costs



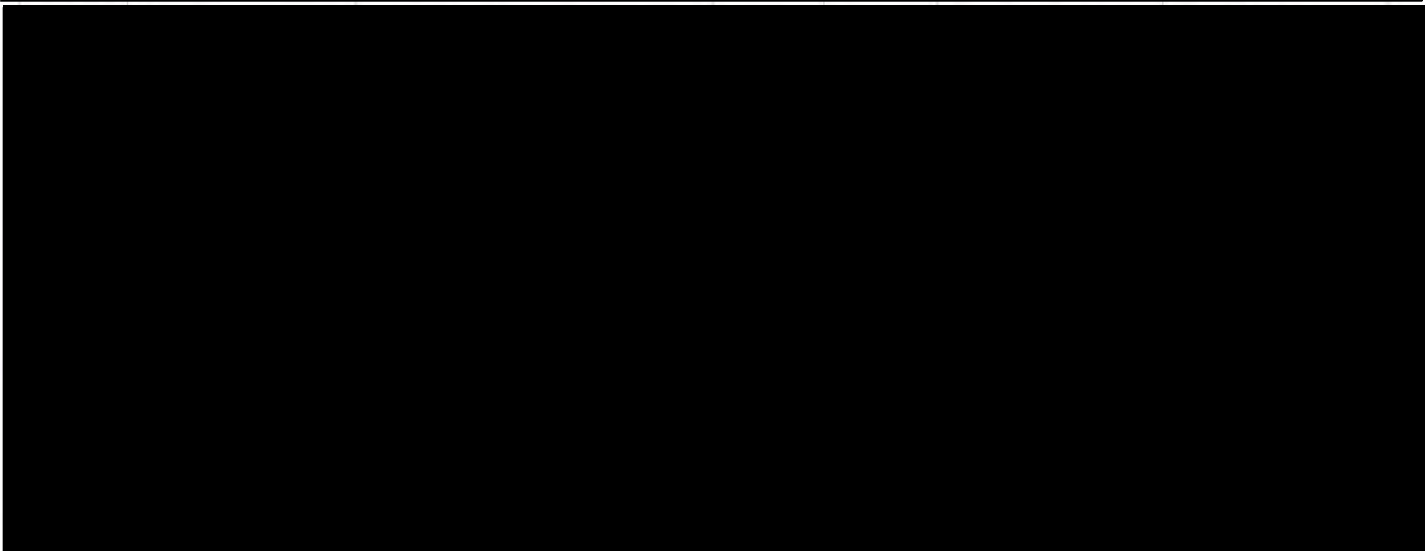
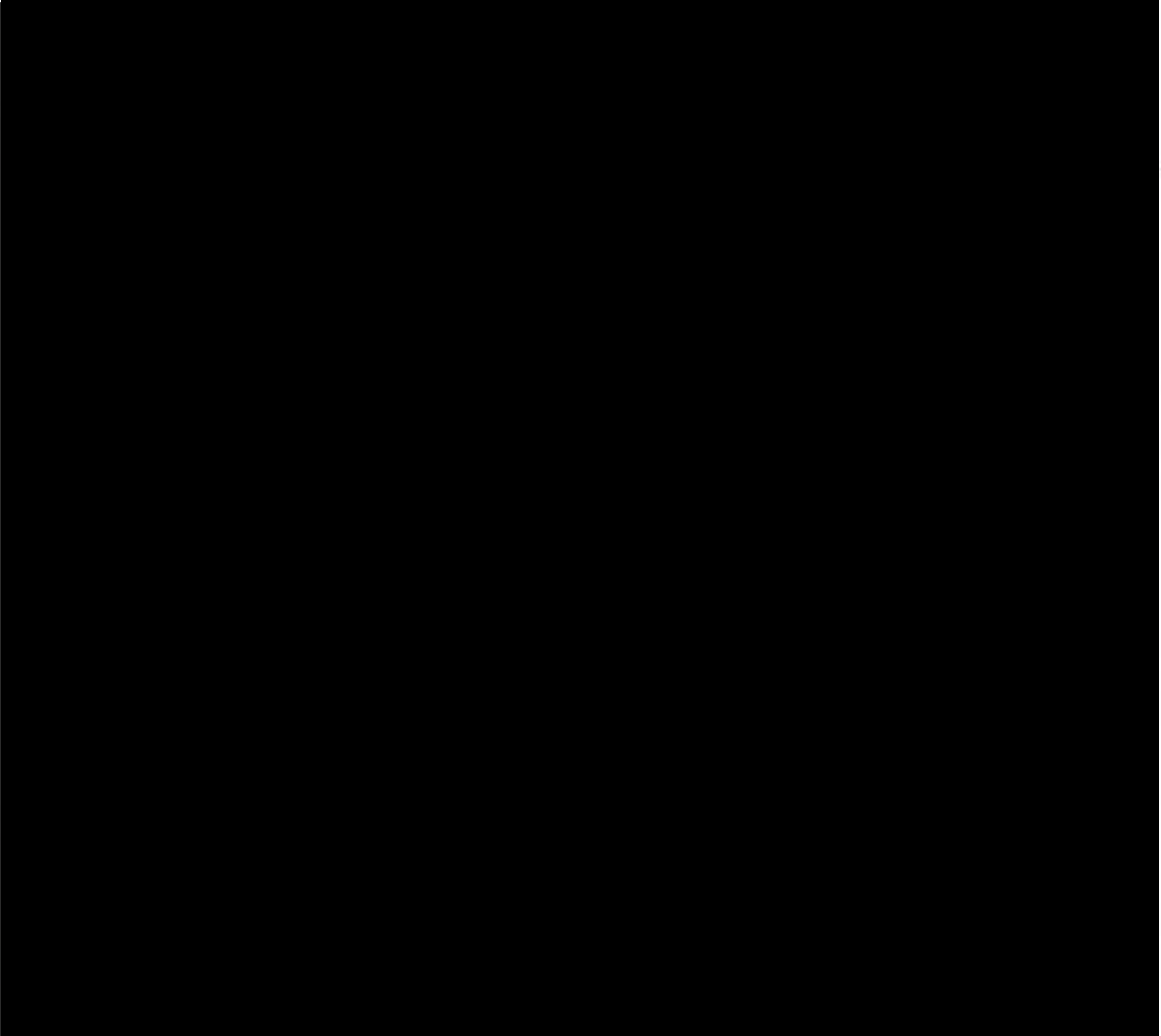


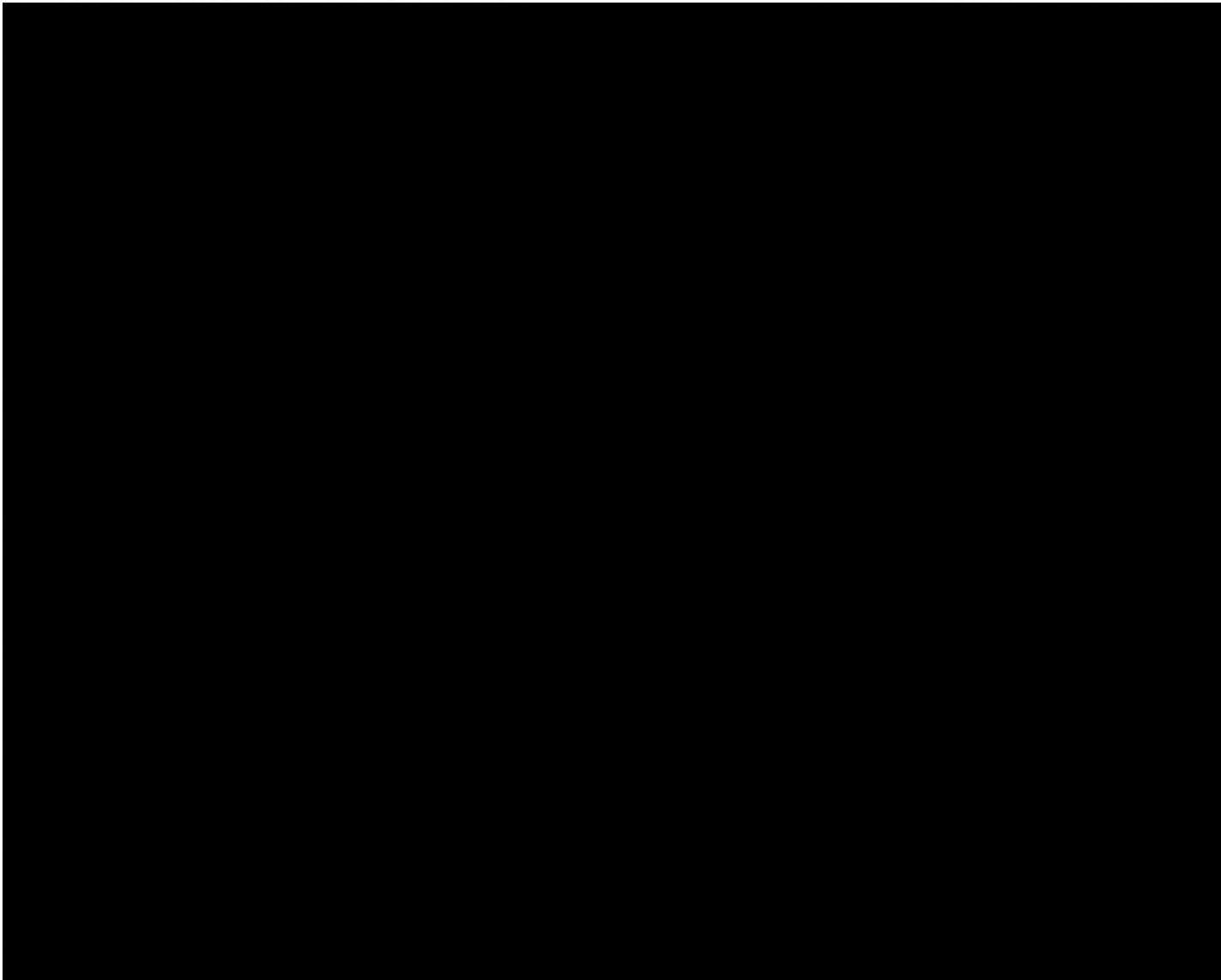
Total Site Preliminaries Costs not included in above or elsewhere





Owners Costs



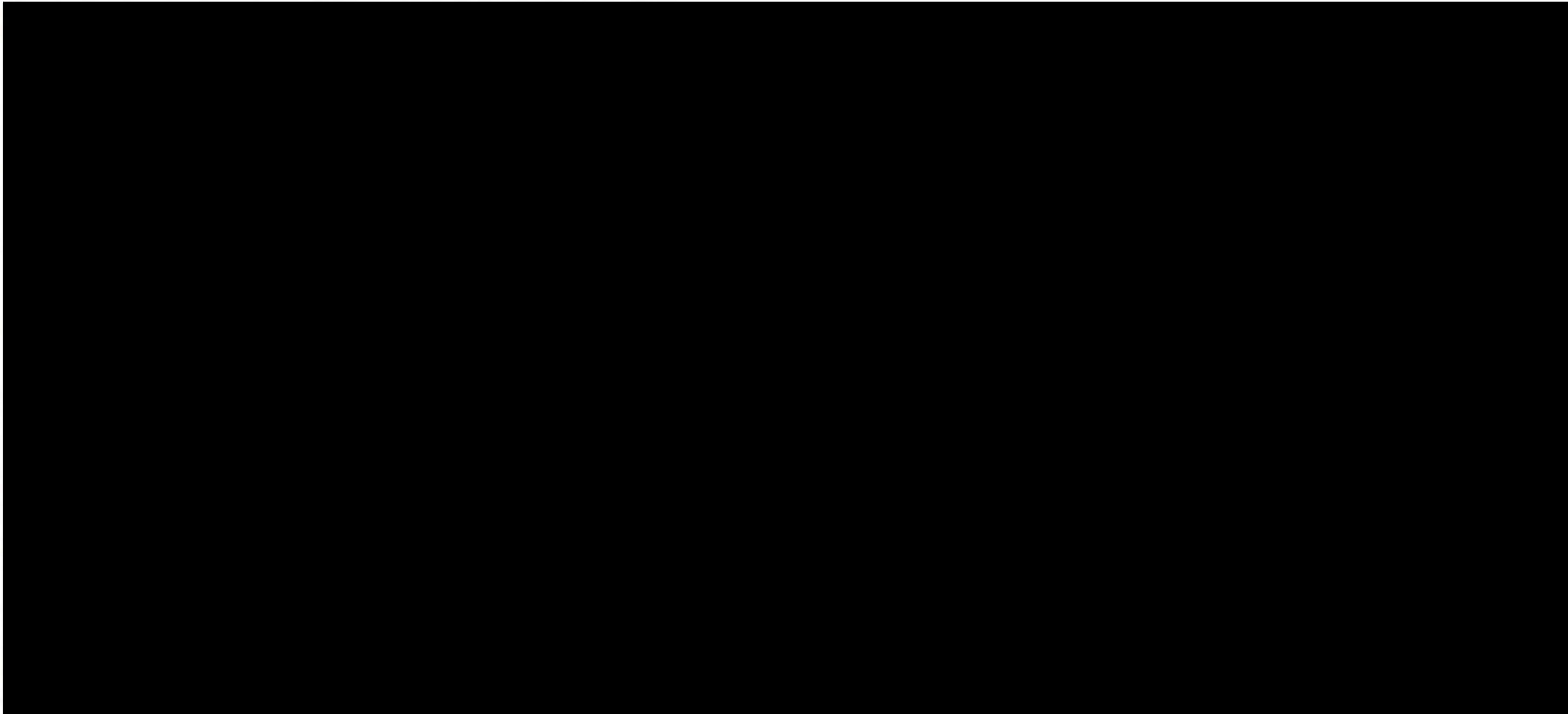


Initial Project Summary TOC Table (Portion Breakdown)

Portion / Element	Project Development (#1)	Project Execution Works (Includes Early Execution Works)				Limb 2 Fee	
		\$ (Excl R&O) (#2)	R&O and Escalation (#3)	\$(Incl R&O and Esc) (#4) = 2 + 3	Total Limb 1 (#5 = 4 + 1)	Fee\$ (#6)	Total Limb 1 + 2 (#7 = 5 + 6)
[Redacted Content]							

MTMS
0 **Asset Rationalisation**

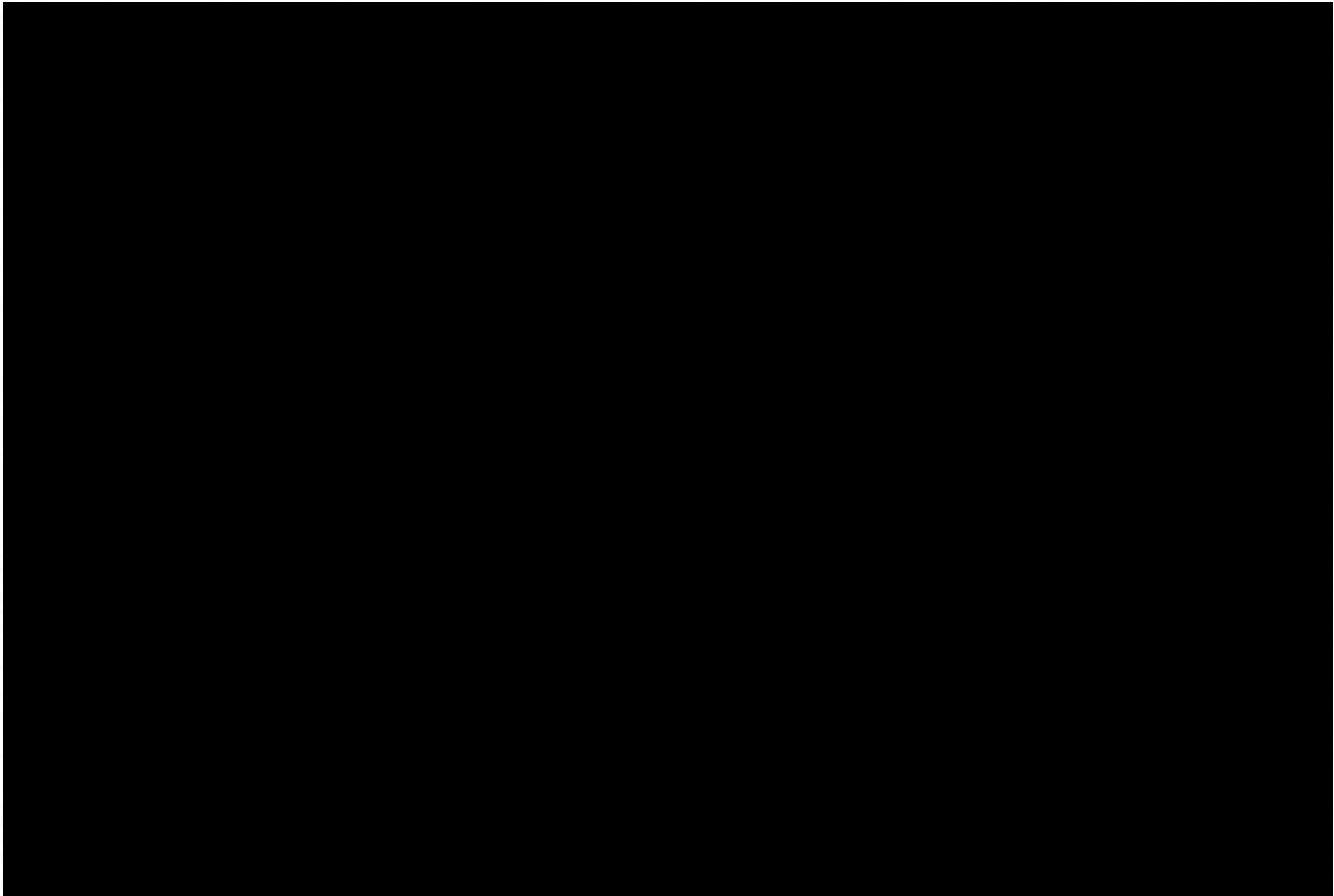
NOTE: Any activity stated which is not applicable to the project please label N/A

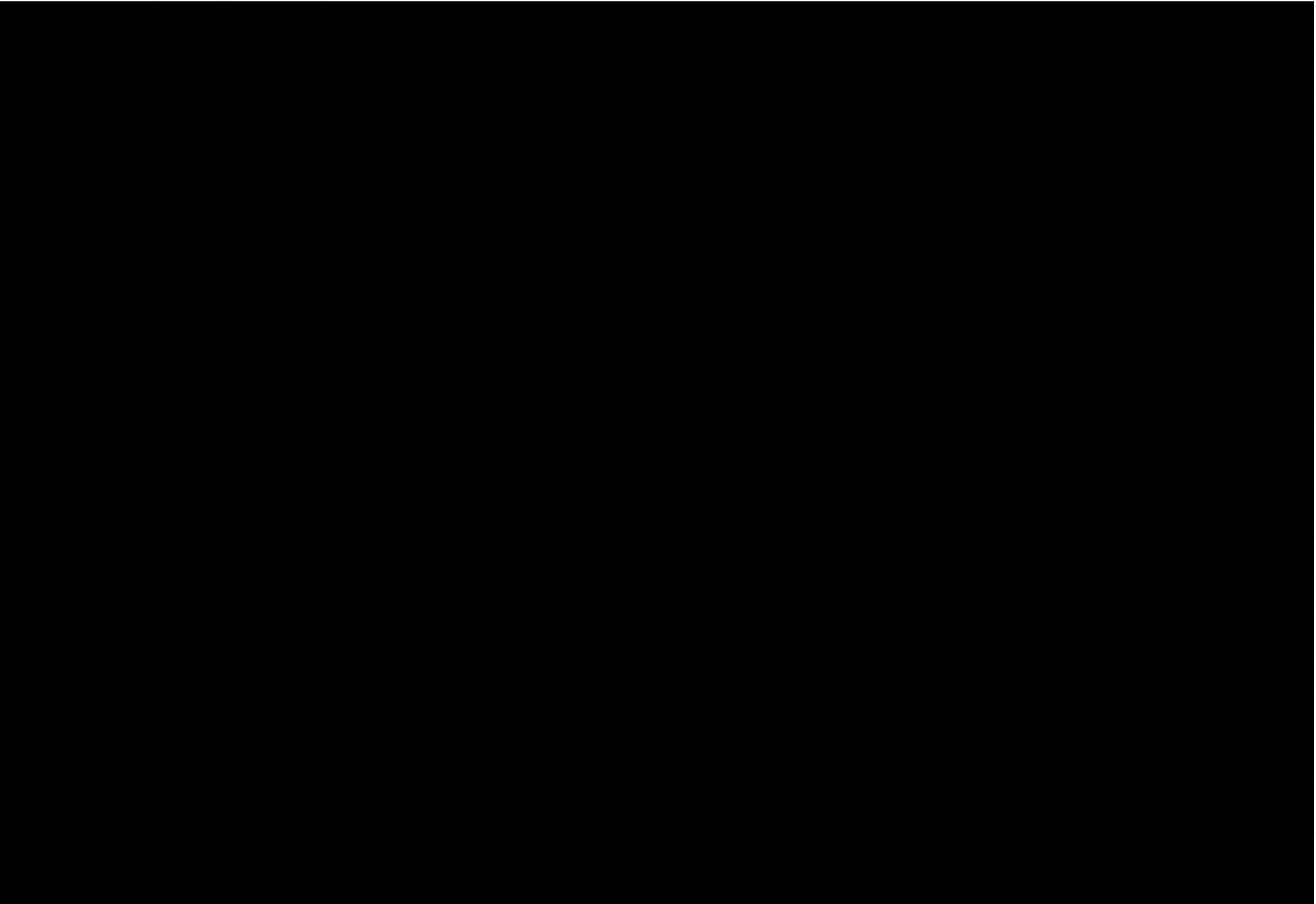


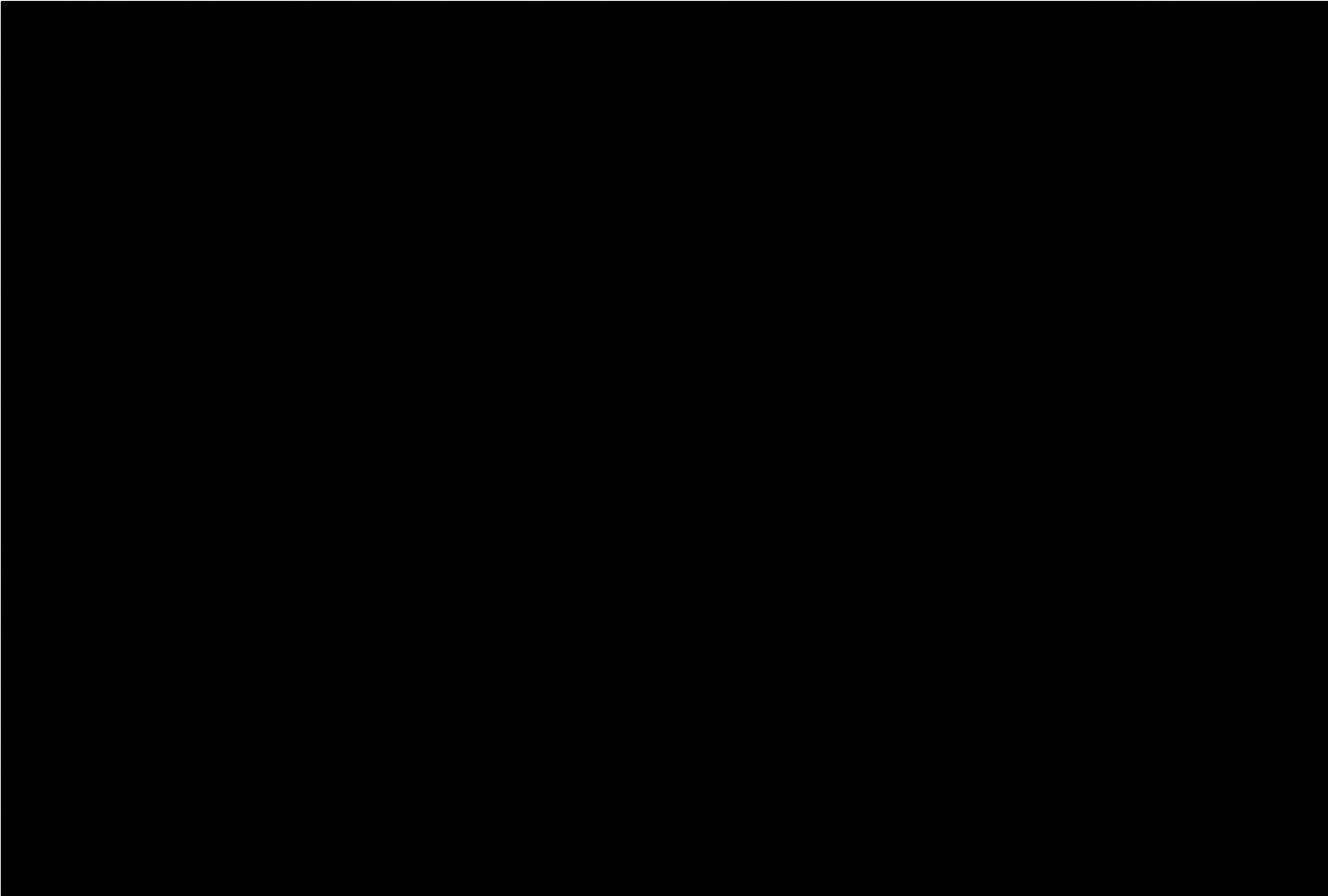
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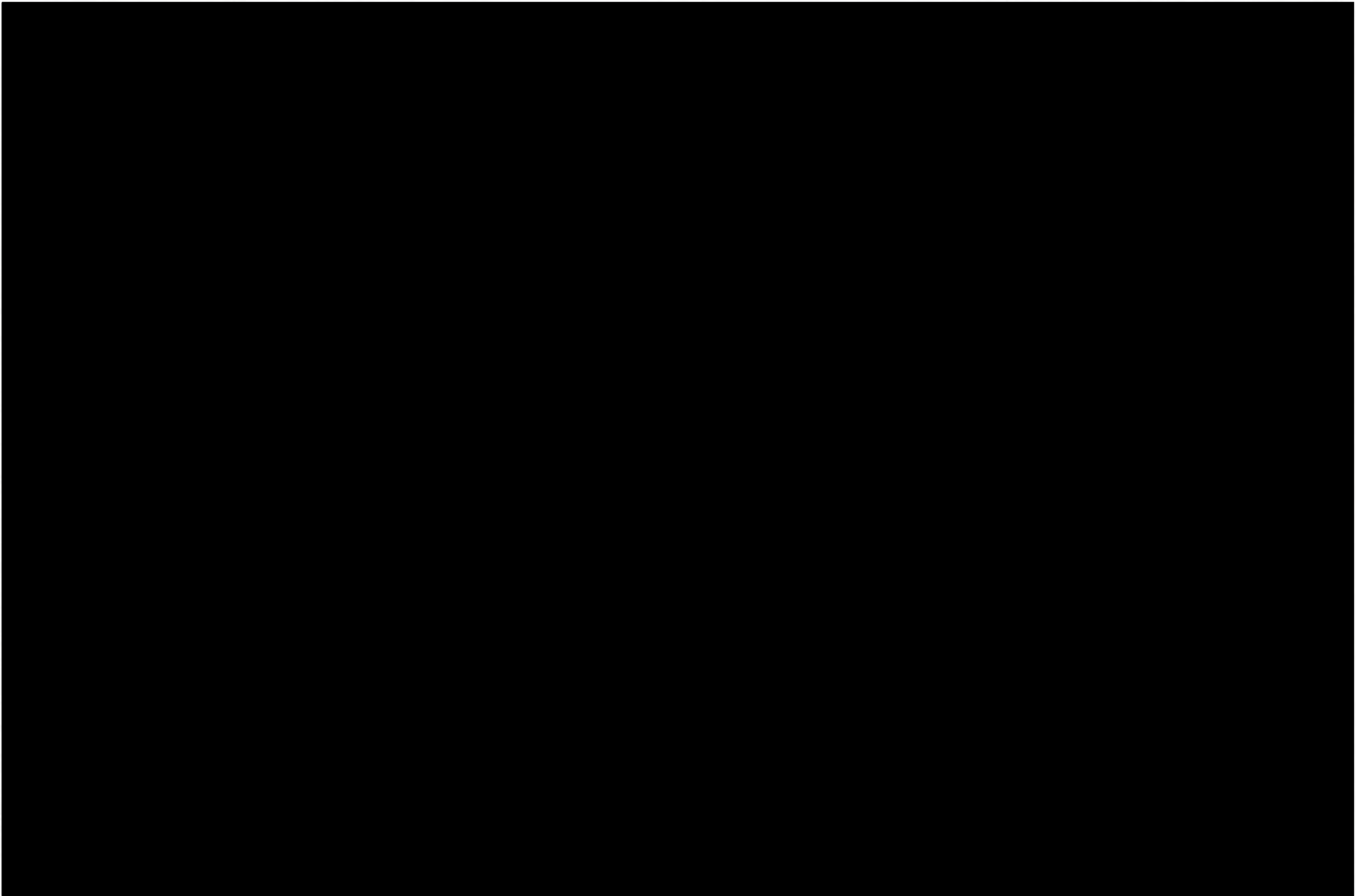
01 Sydney Terminal

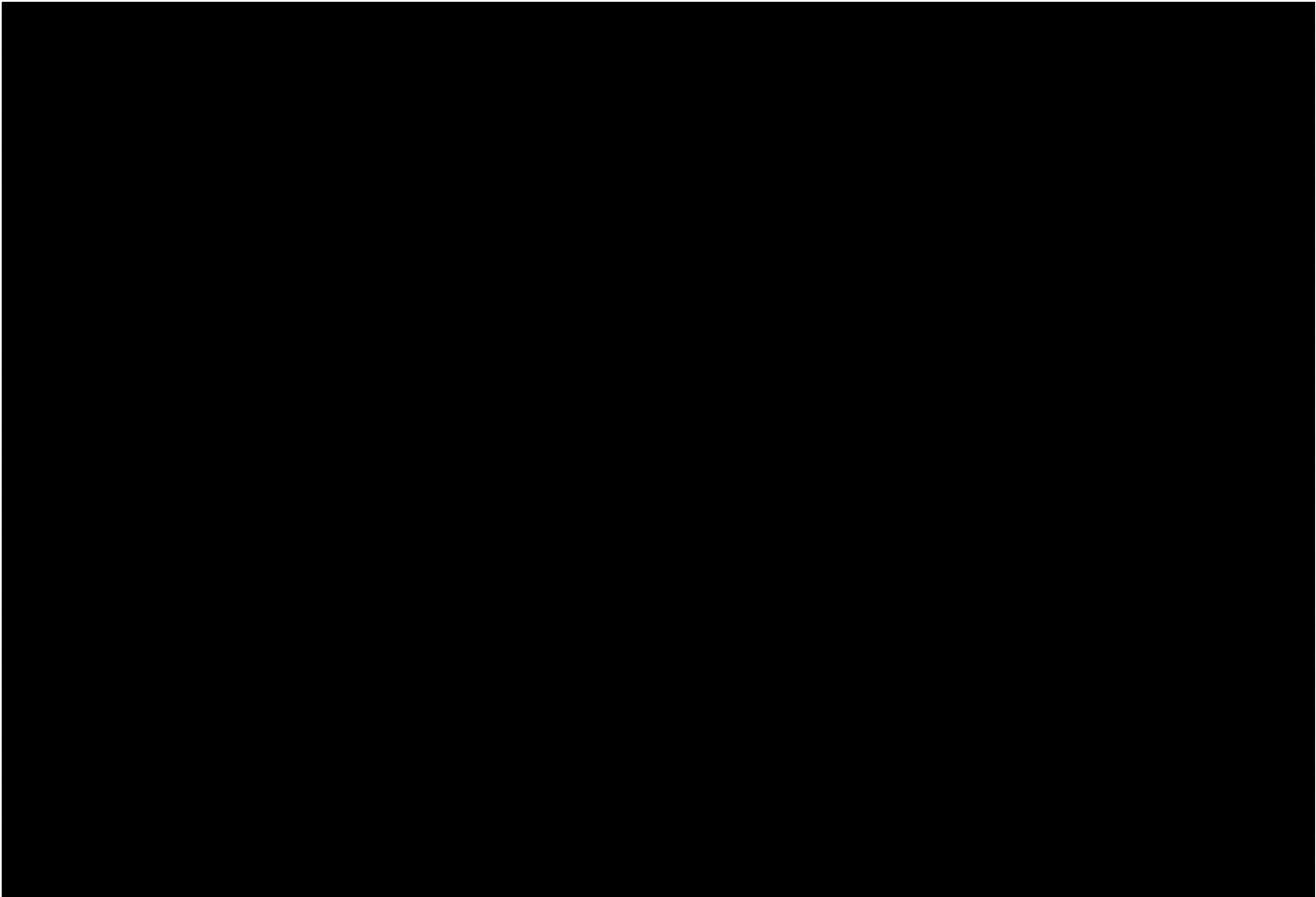
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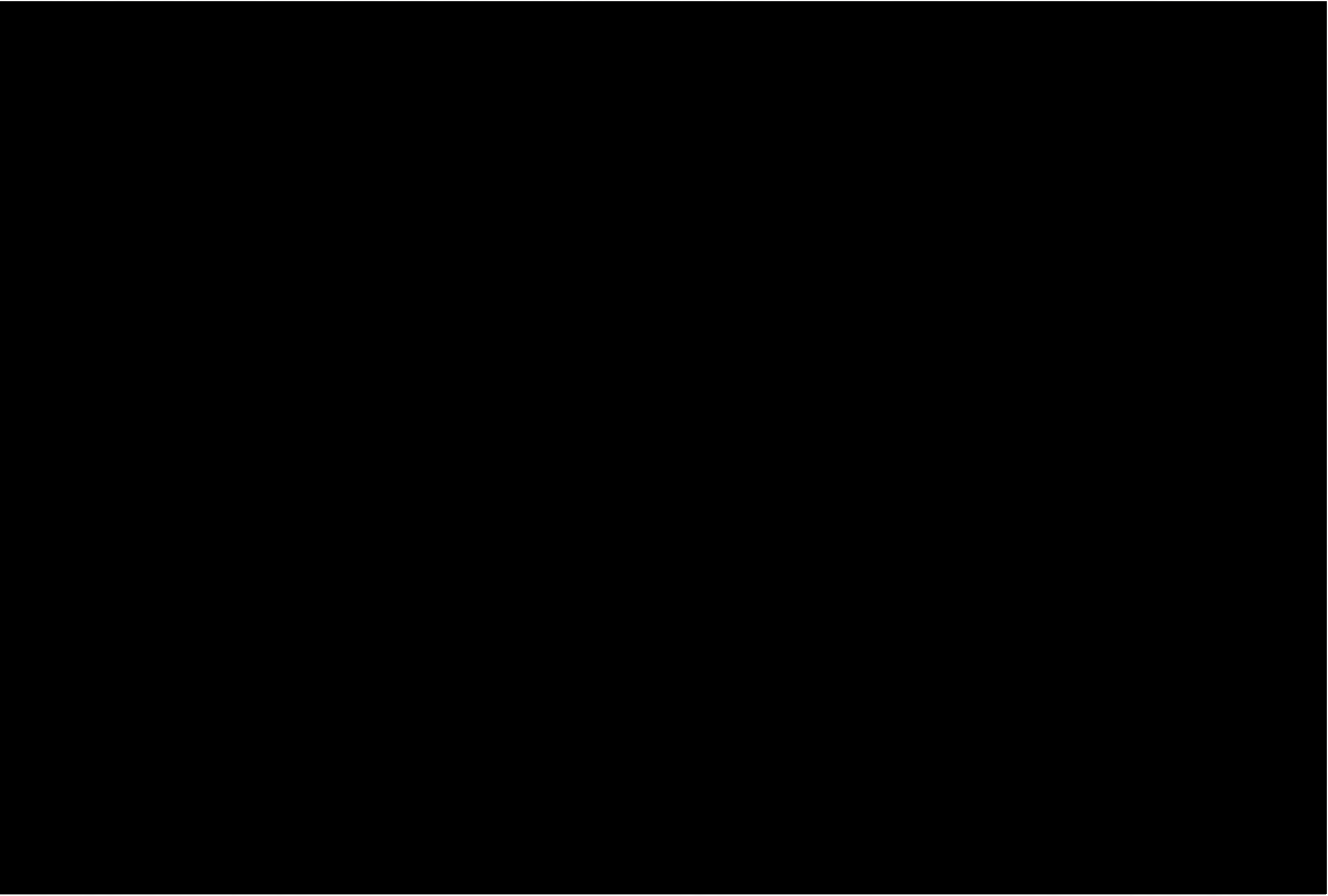






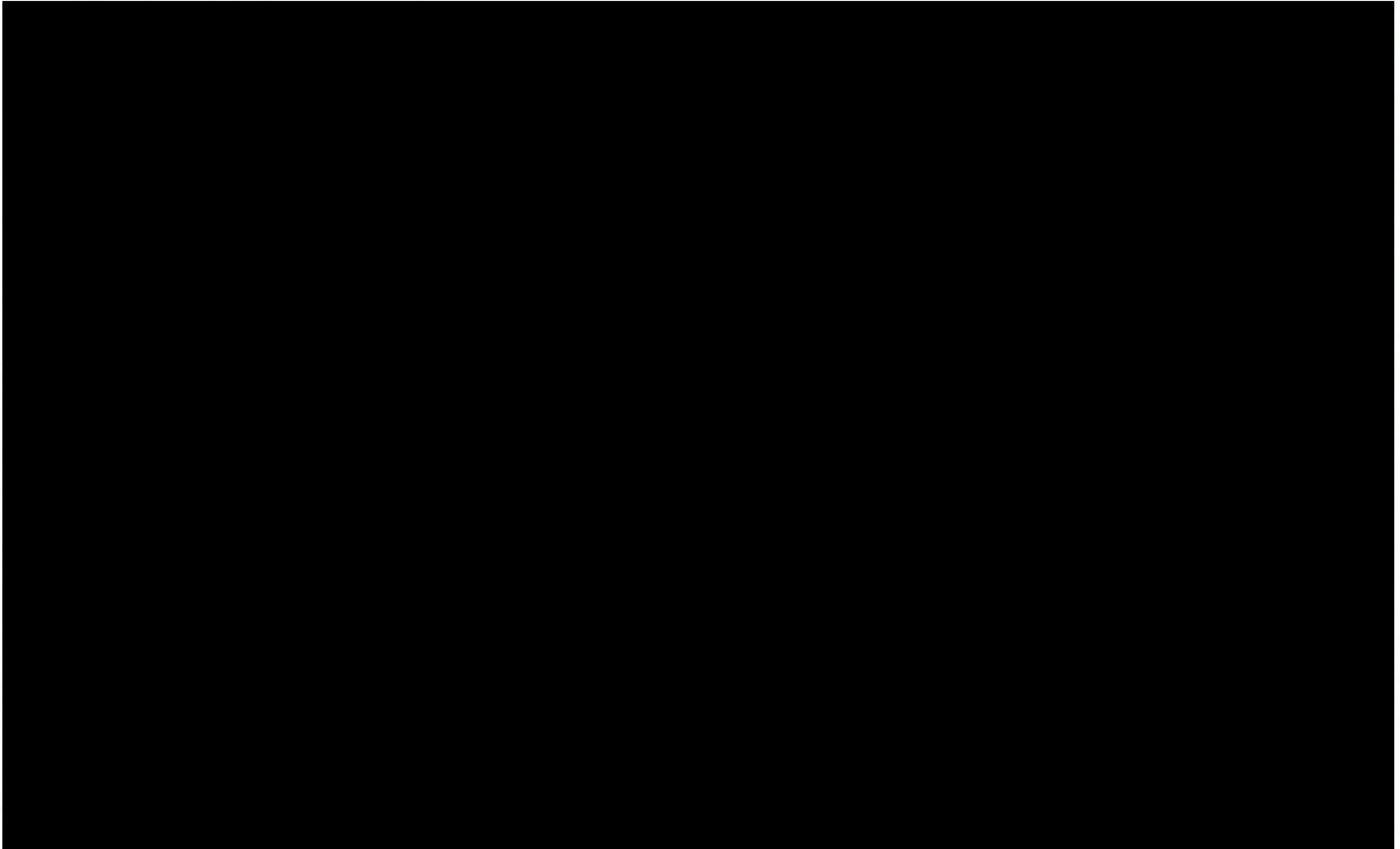


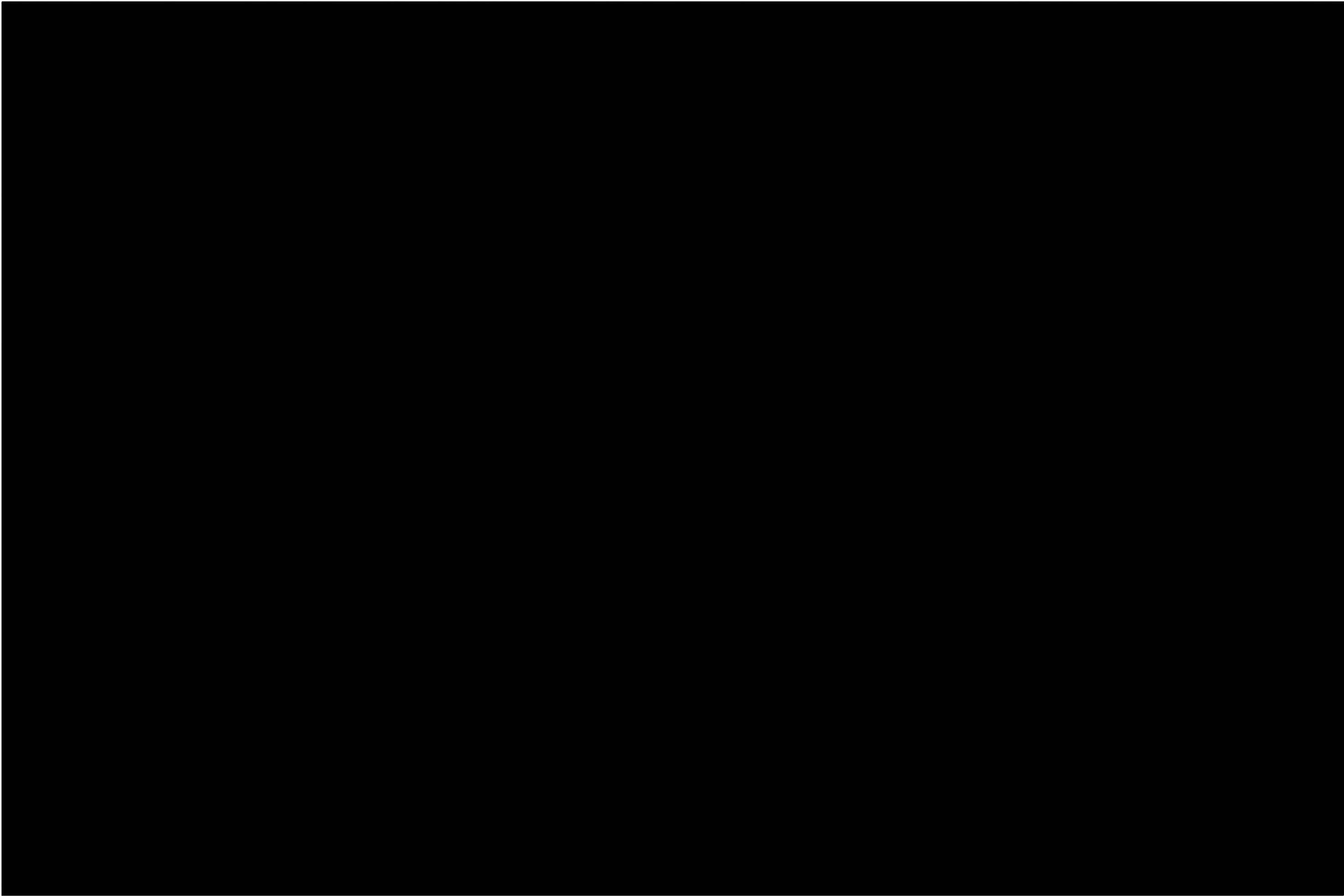






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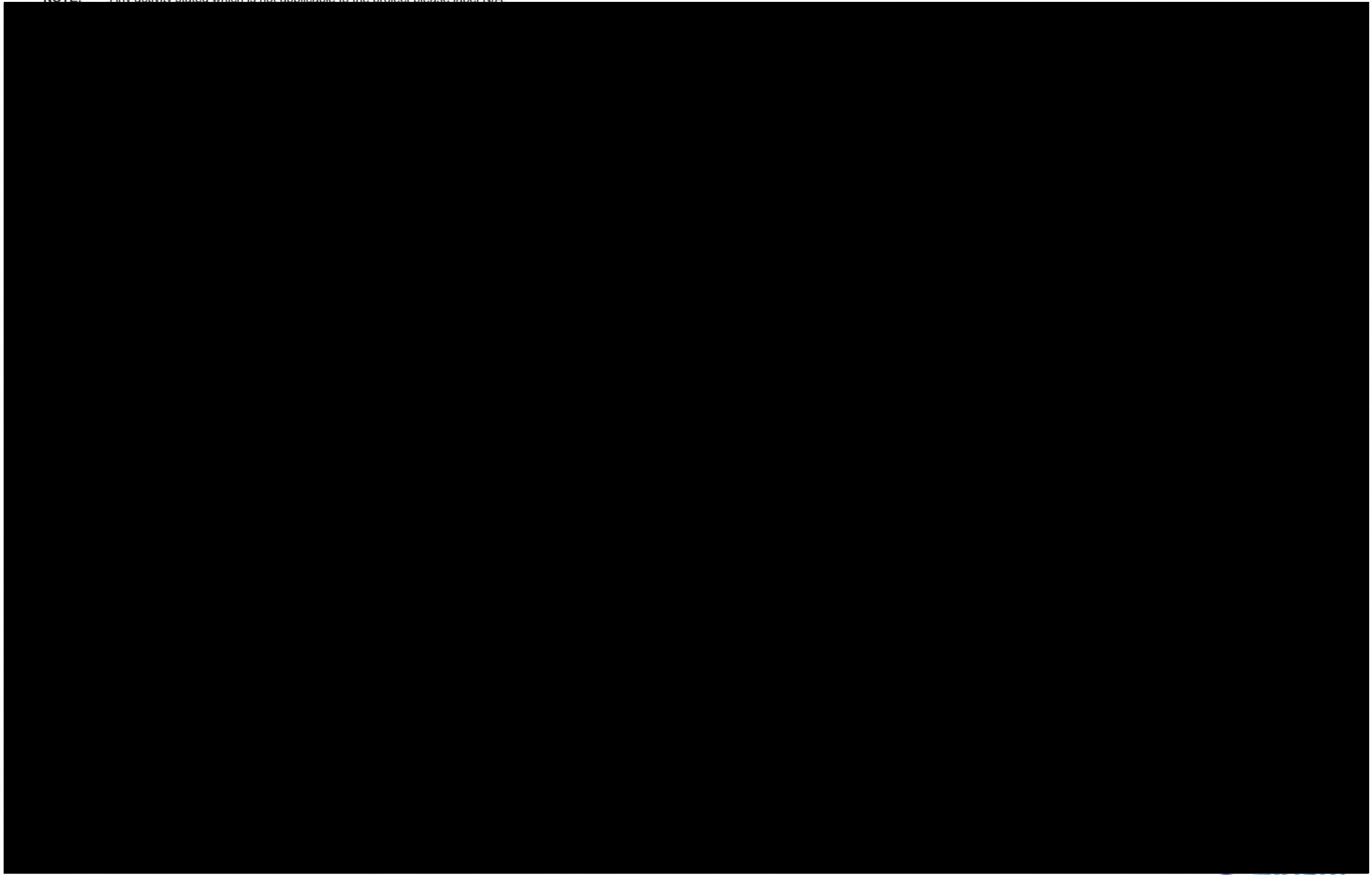


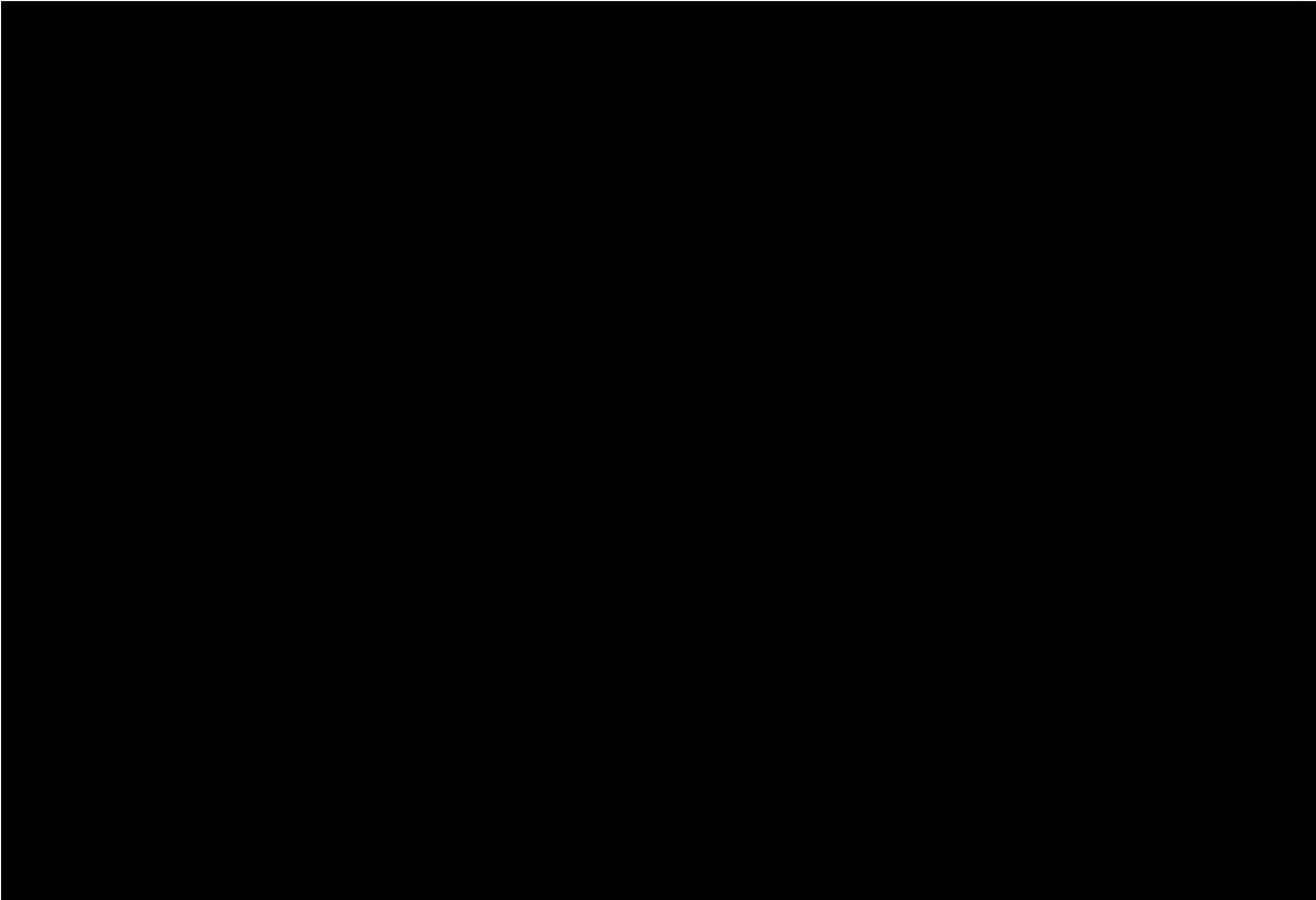


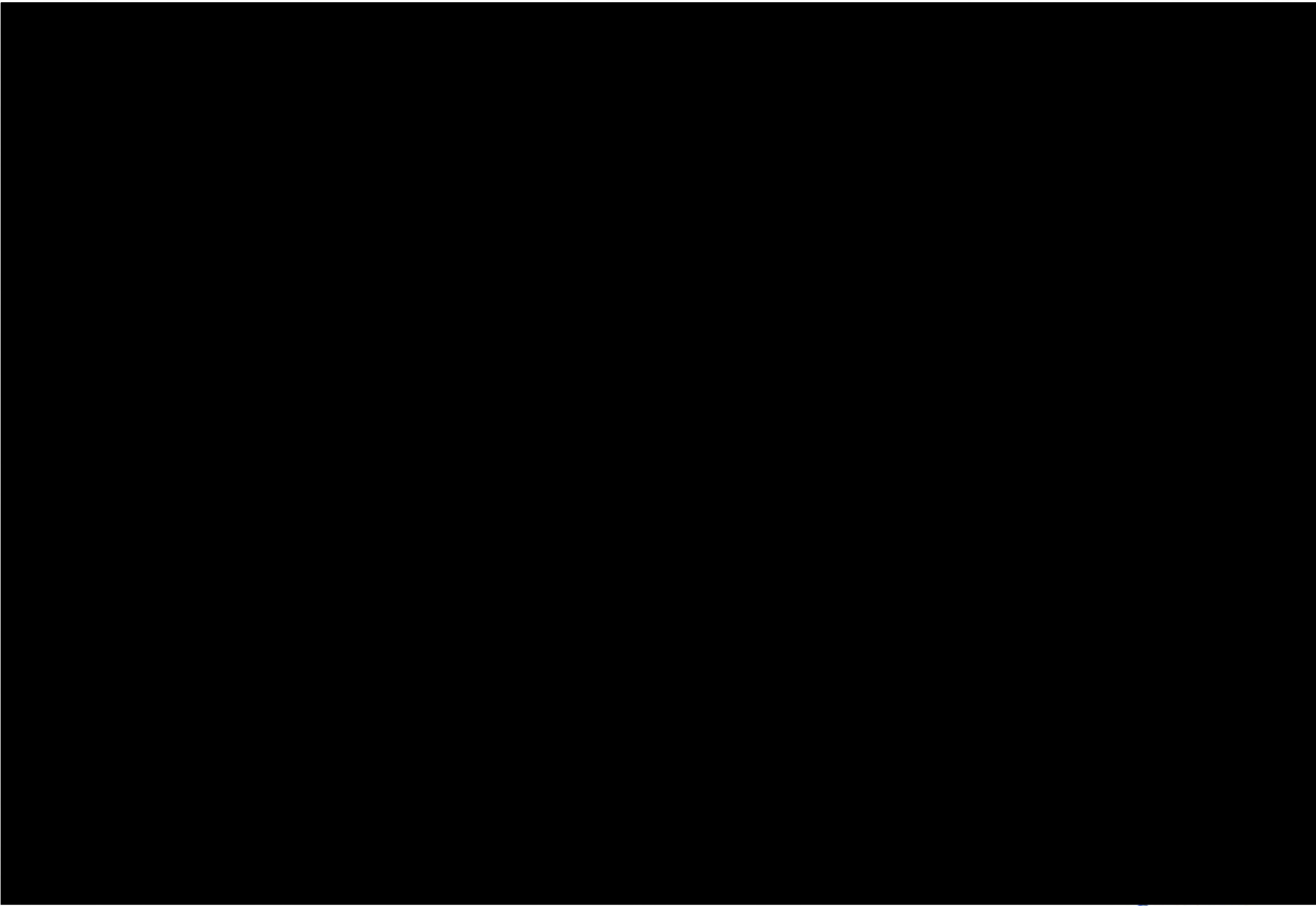
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03 Erskineville Crossover

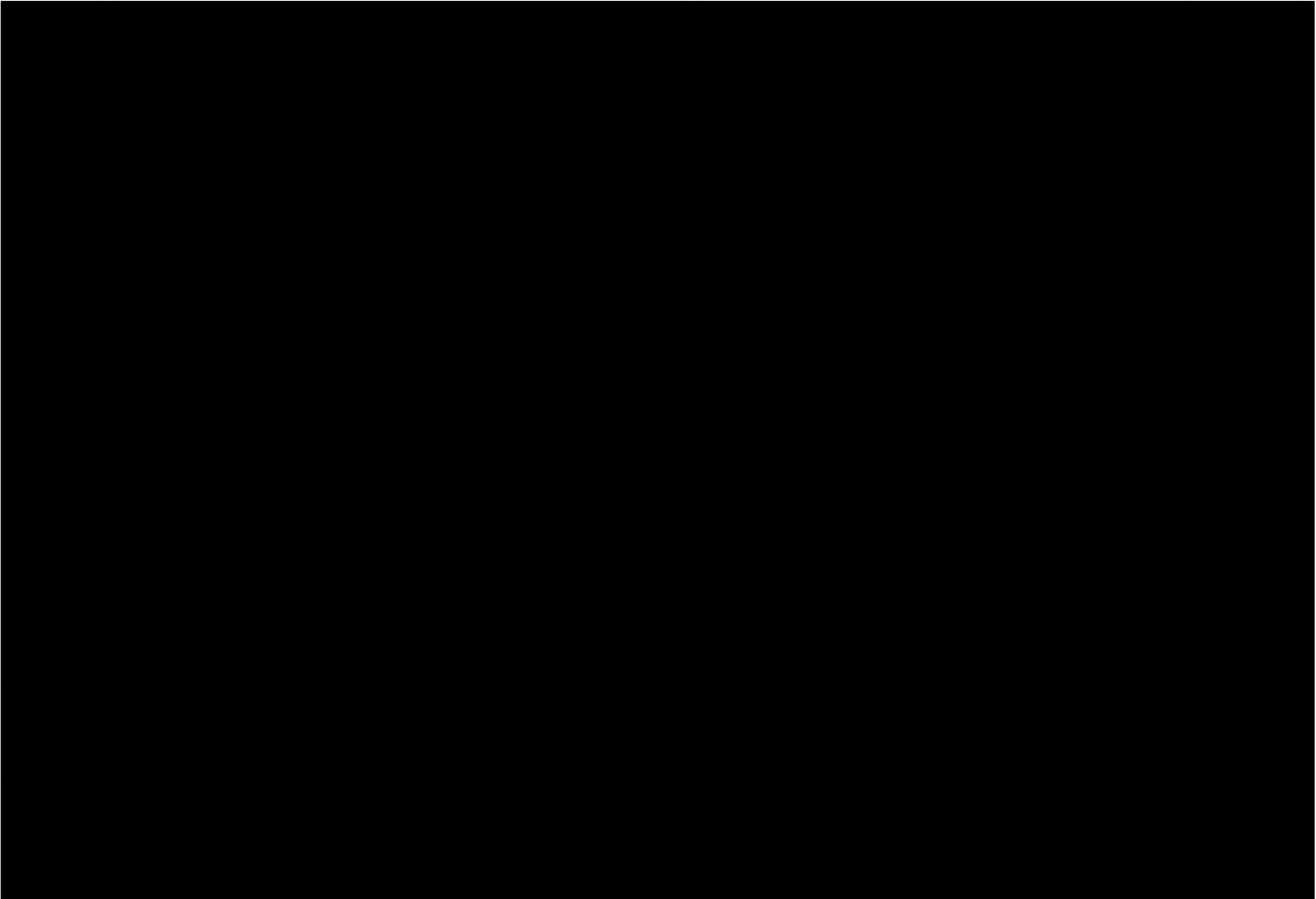
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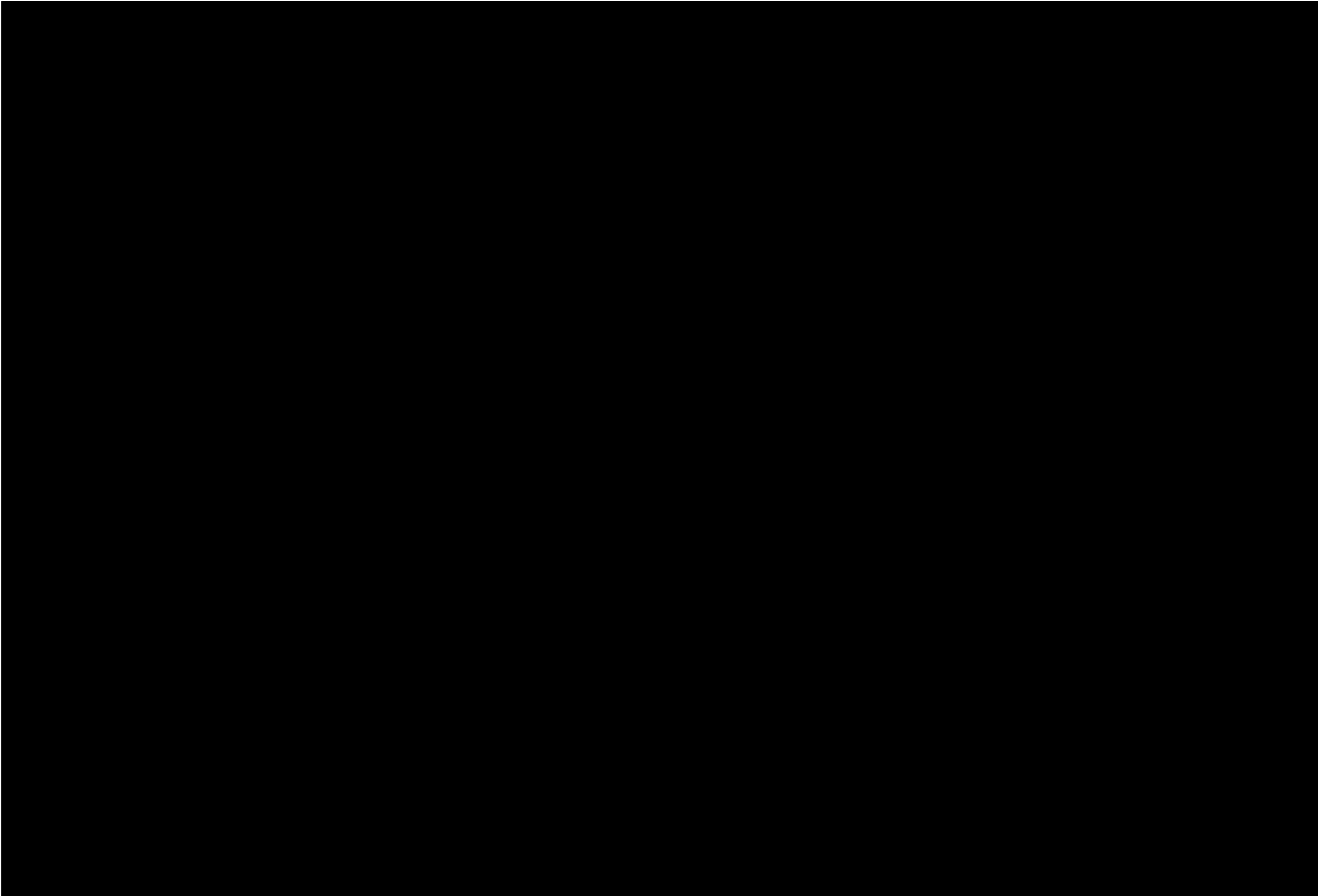


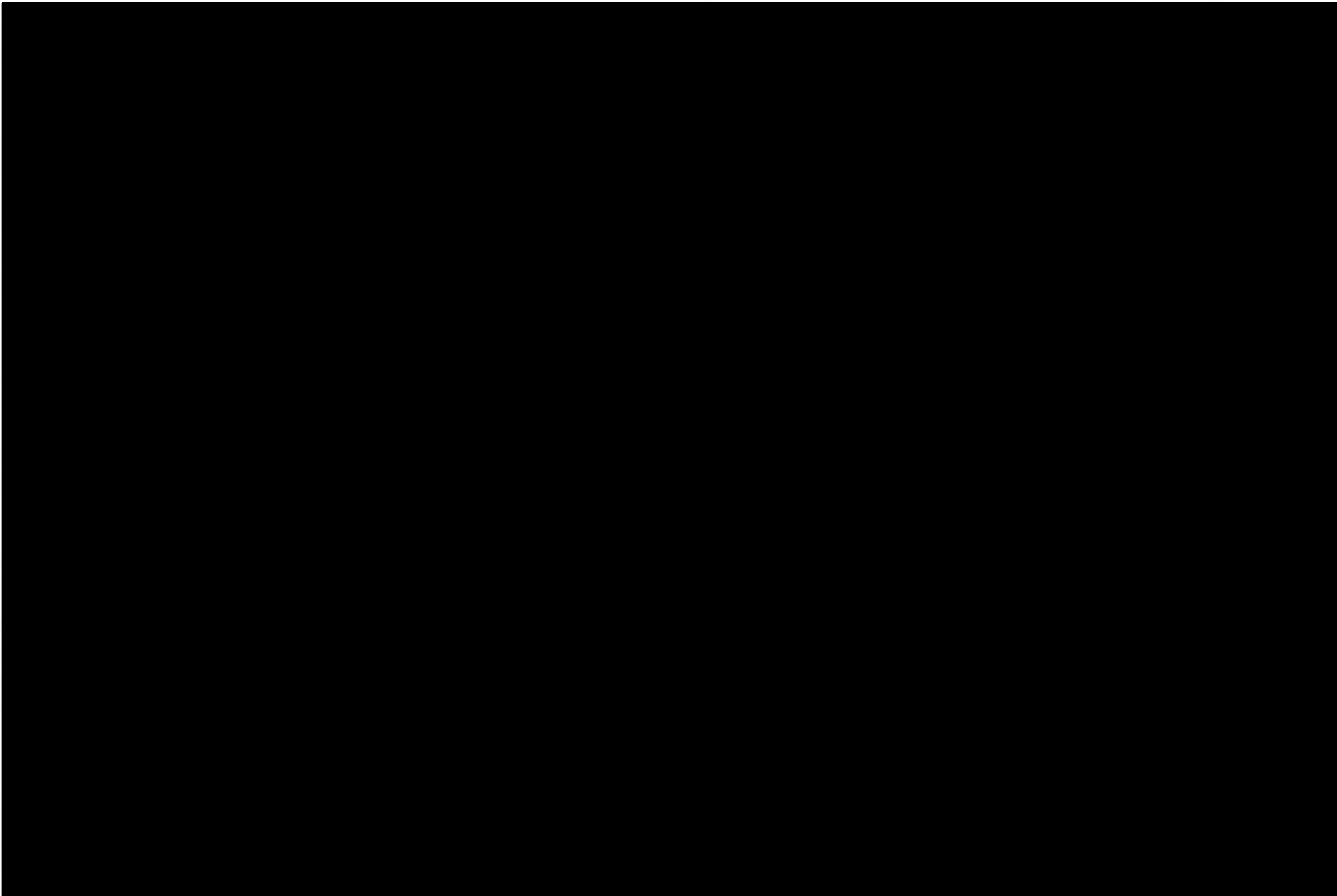


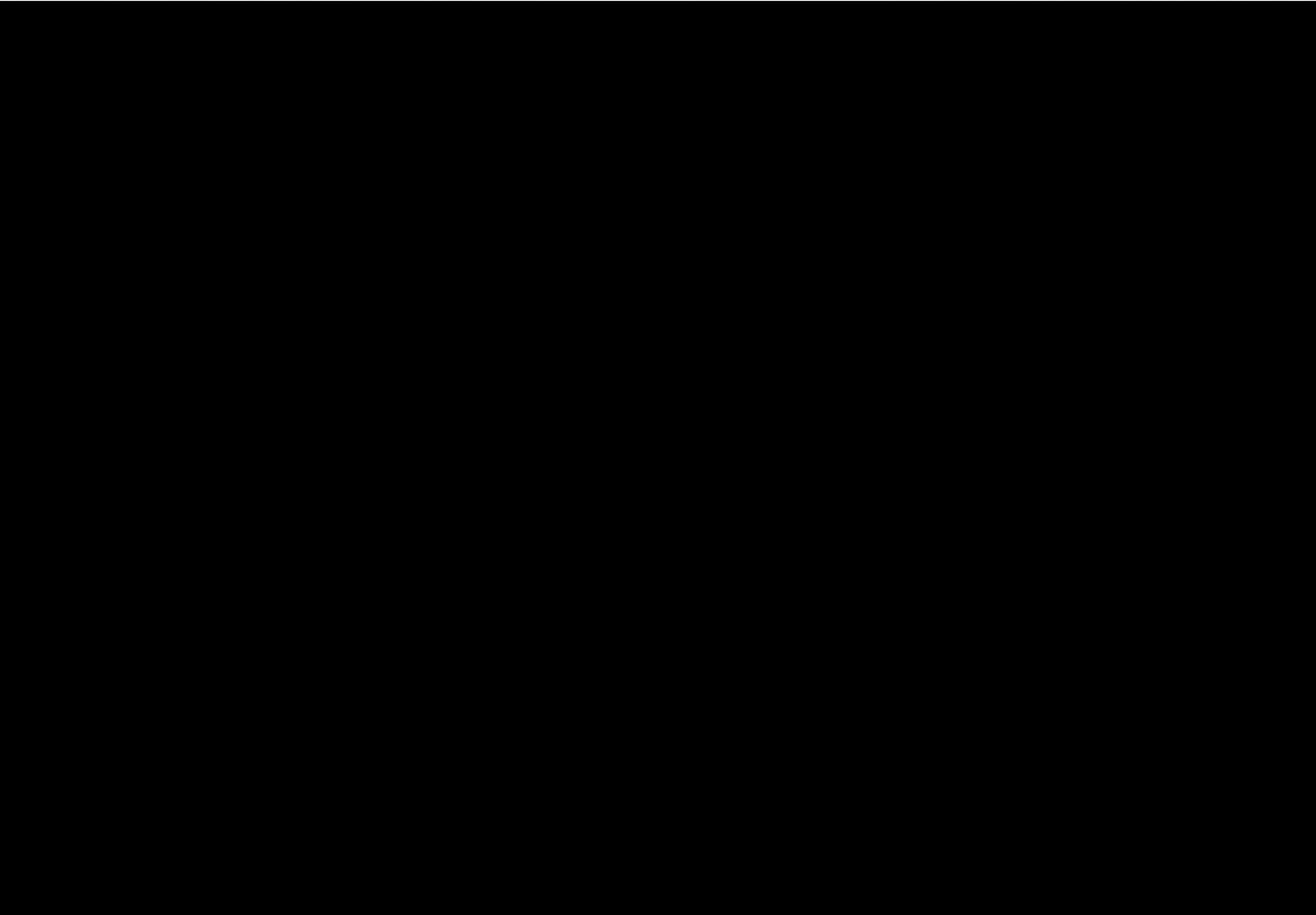


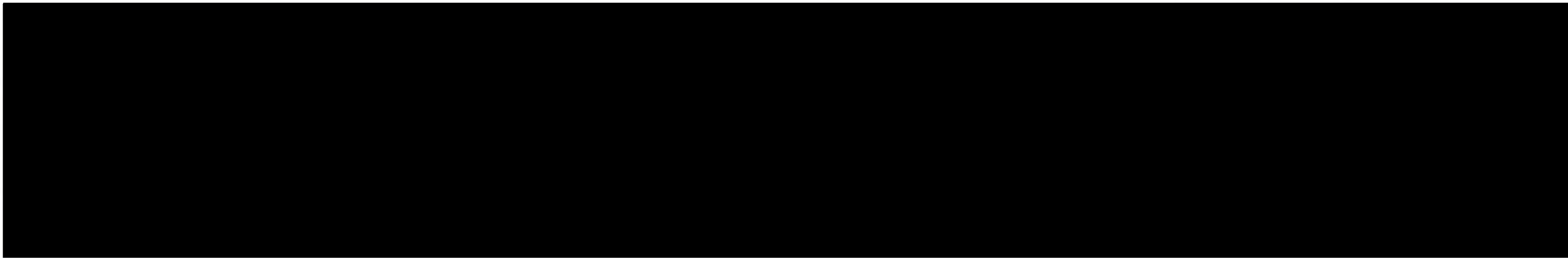










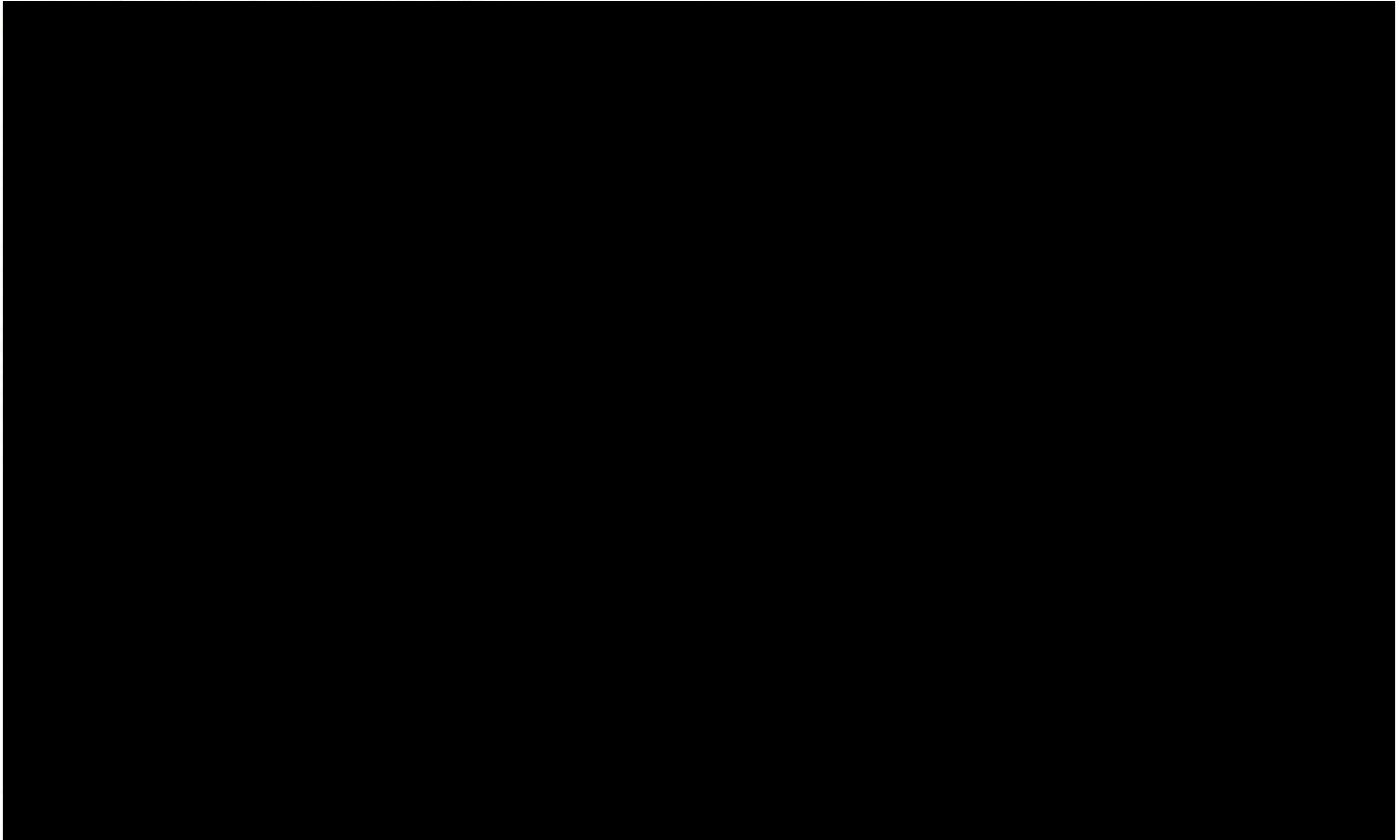


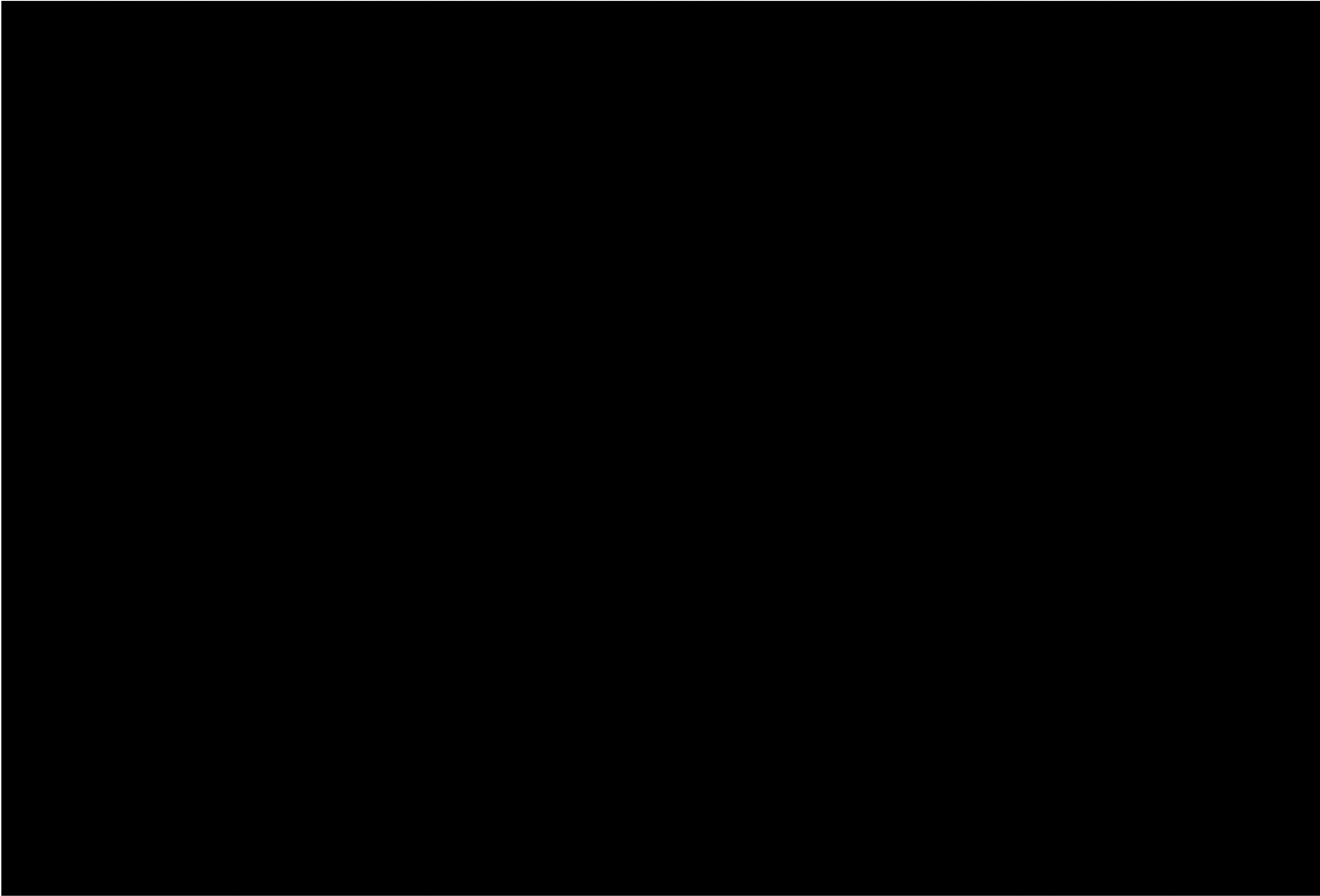
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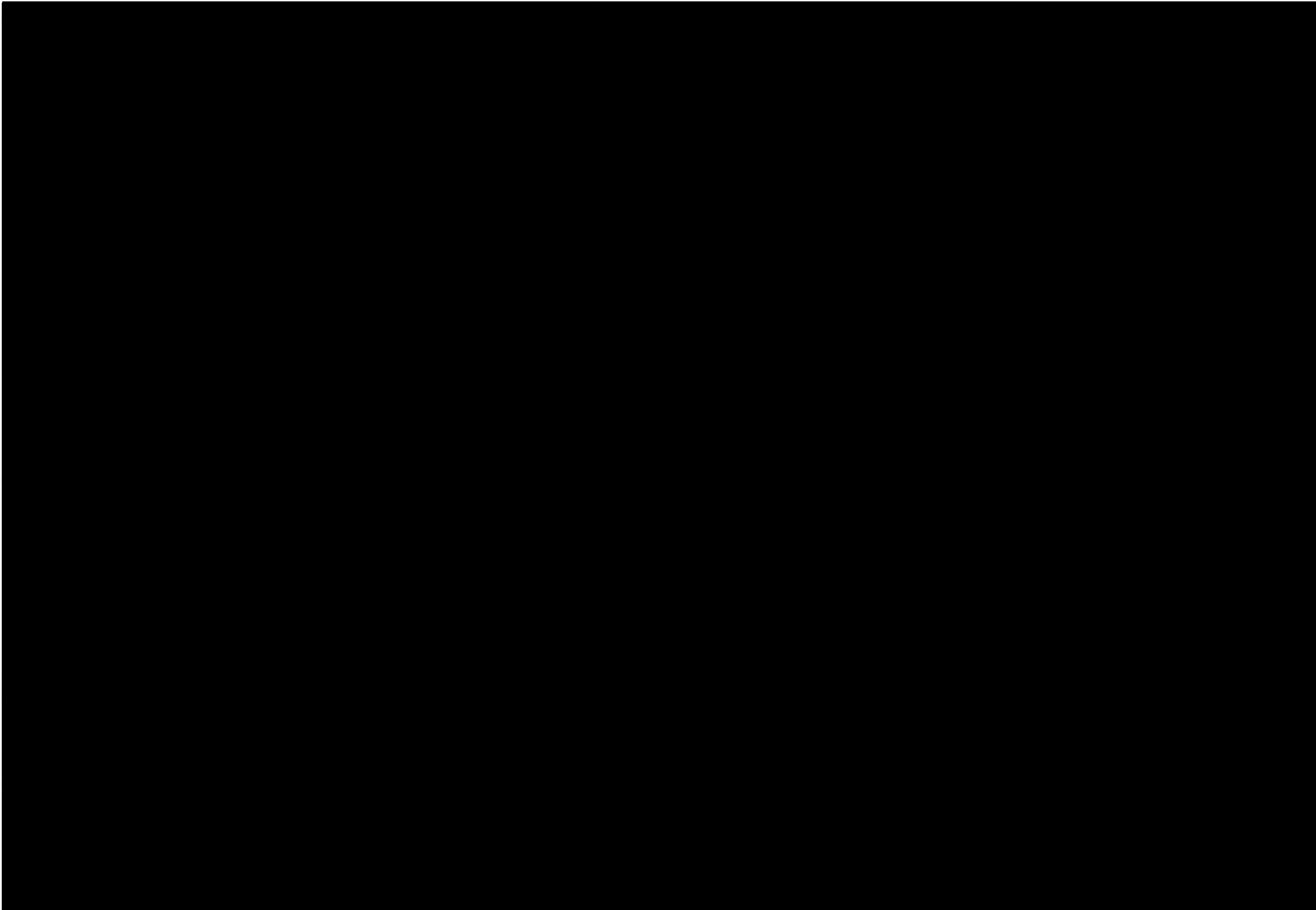
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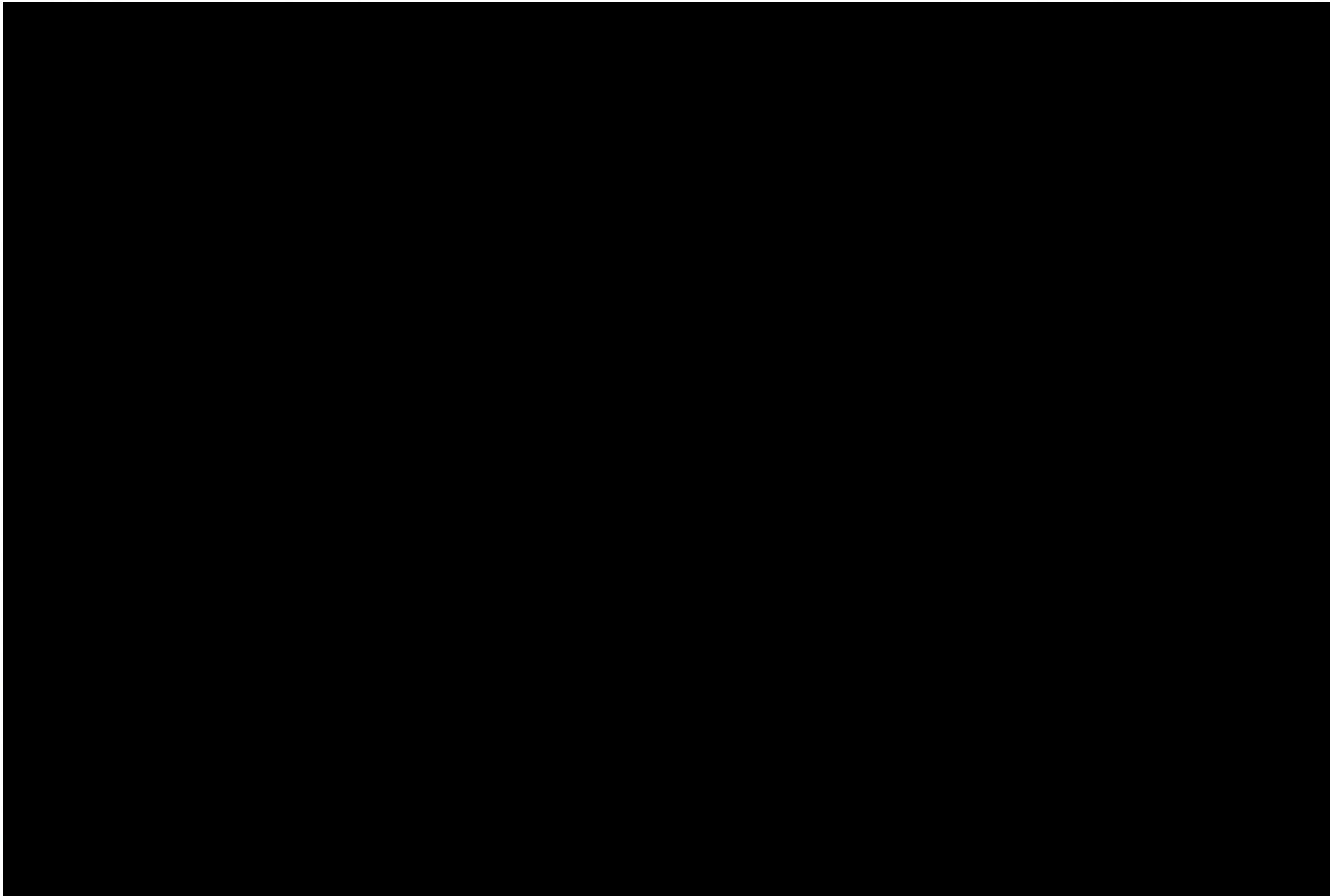
Hurstville Crossover

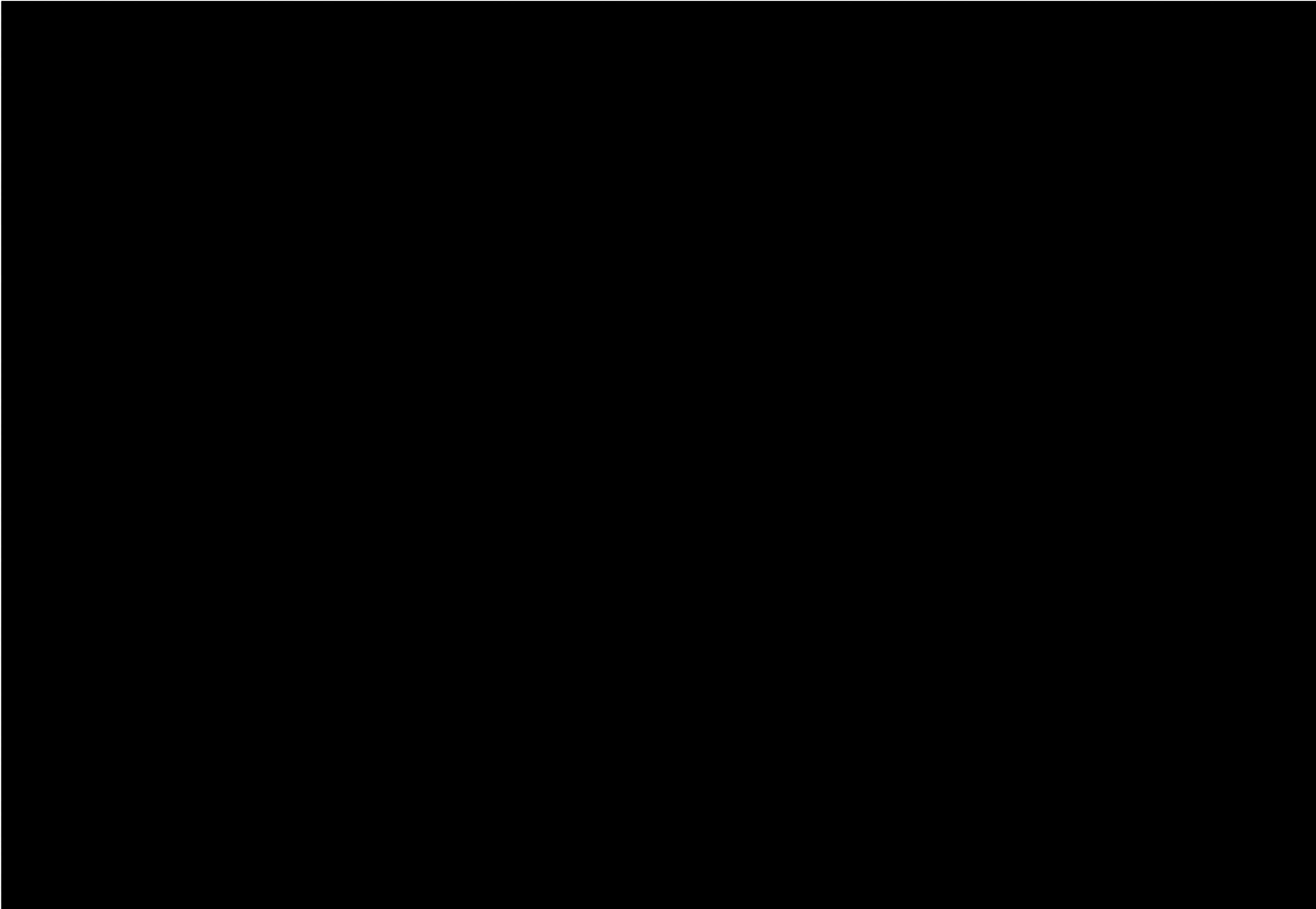
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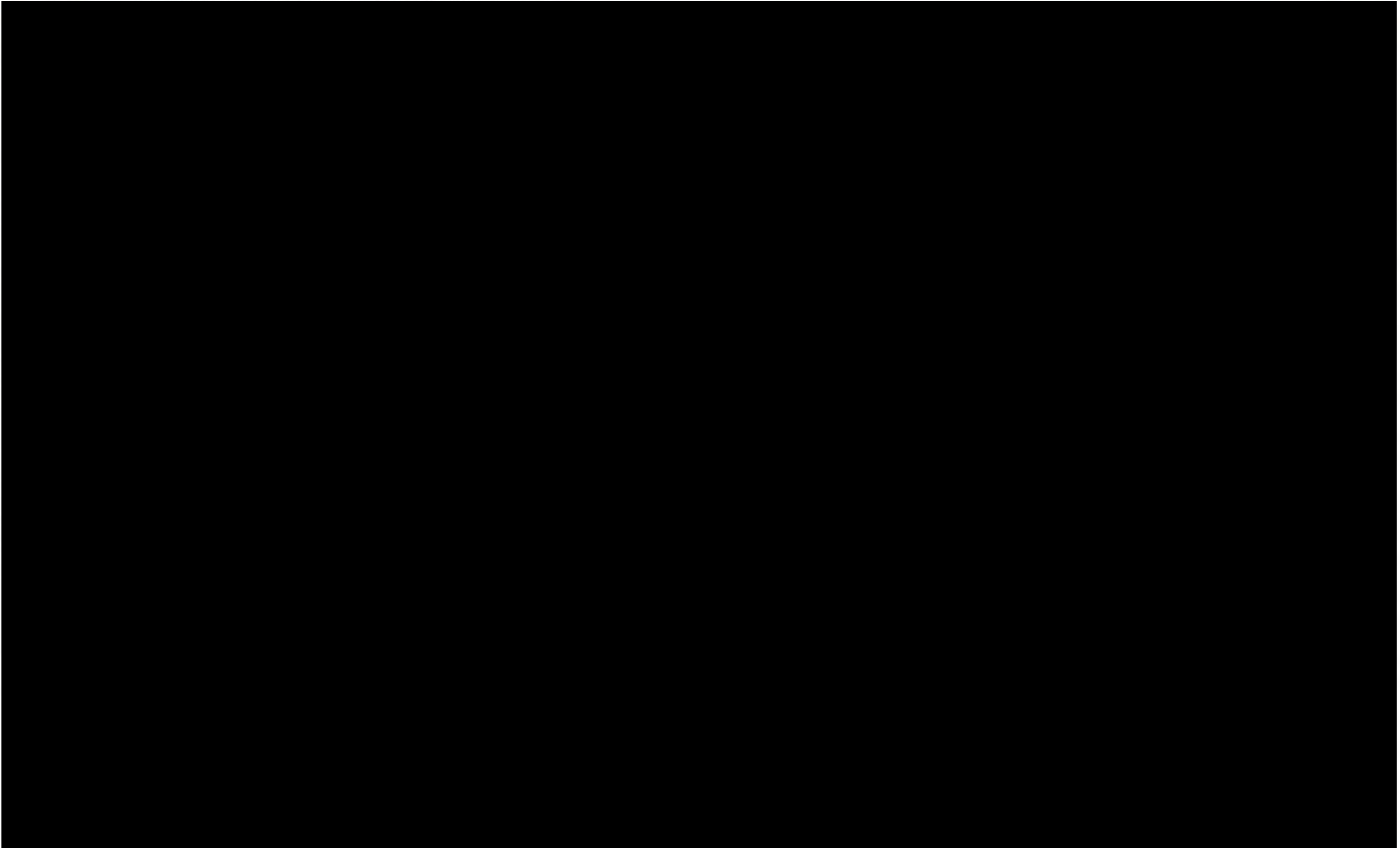


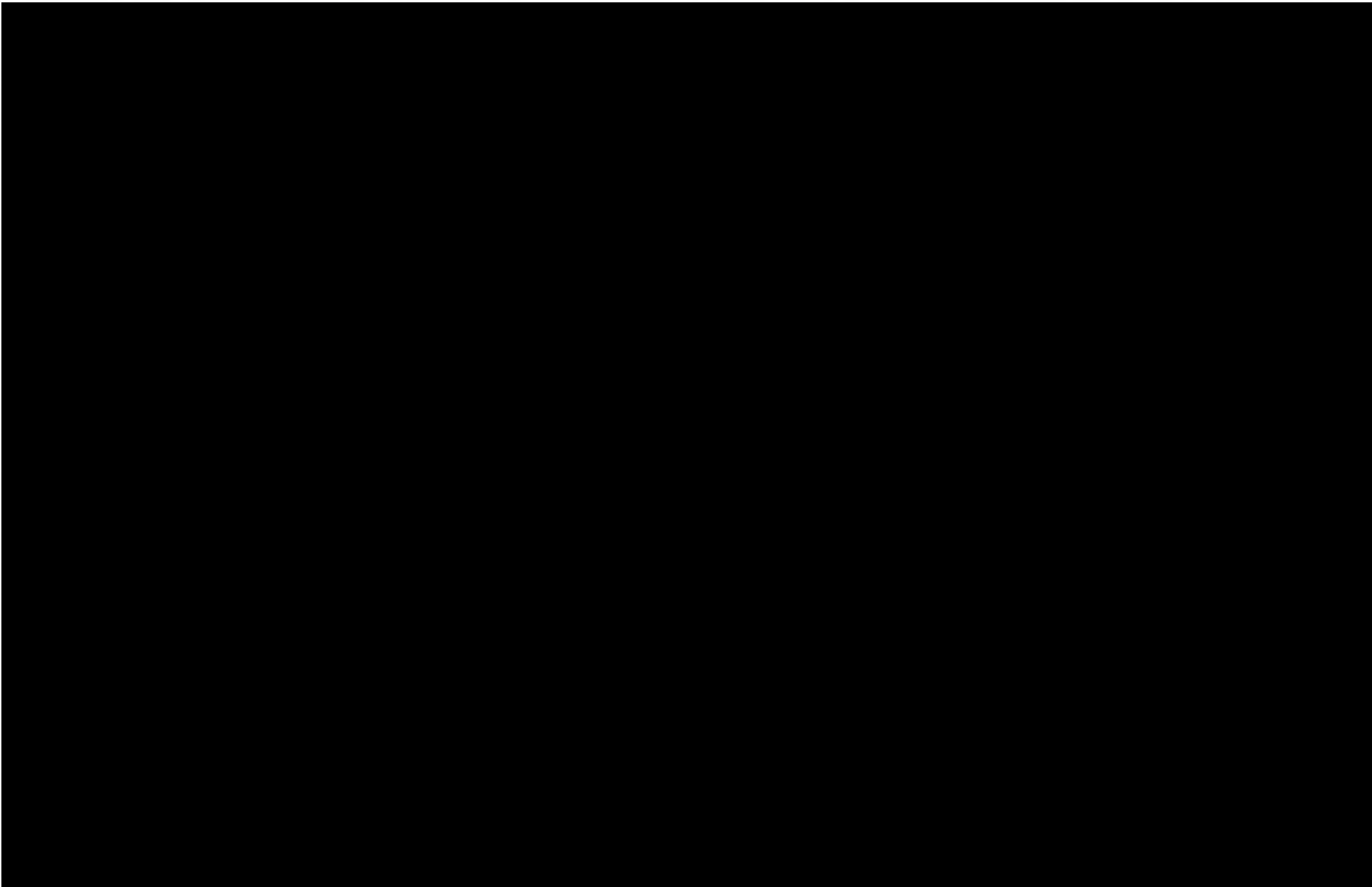
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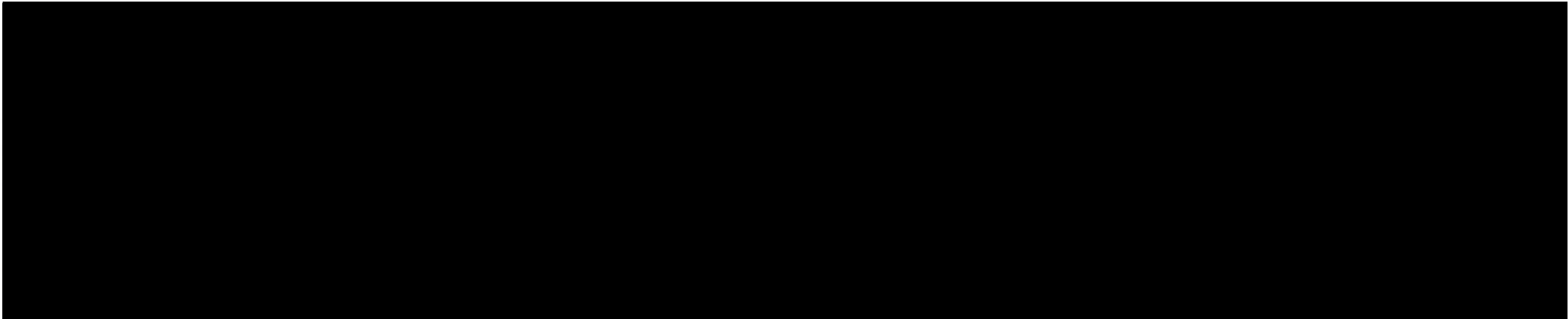
05 Airport Tunnel Upgrade

05.01 Tunnel Power

NOTE: Any activity stated which is not applicable to the project please label N/A



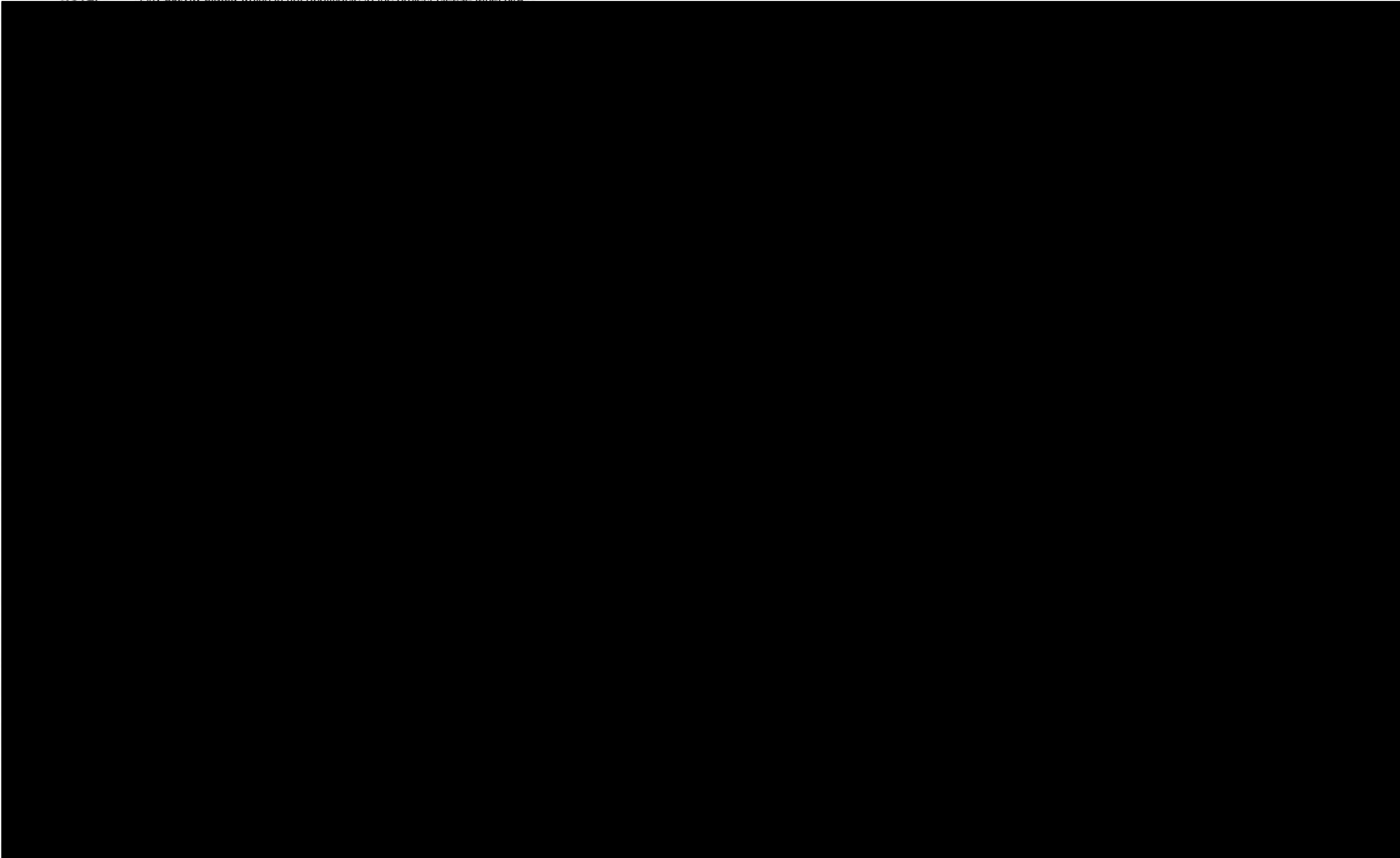


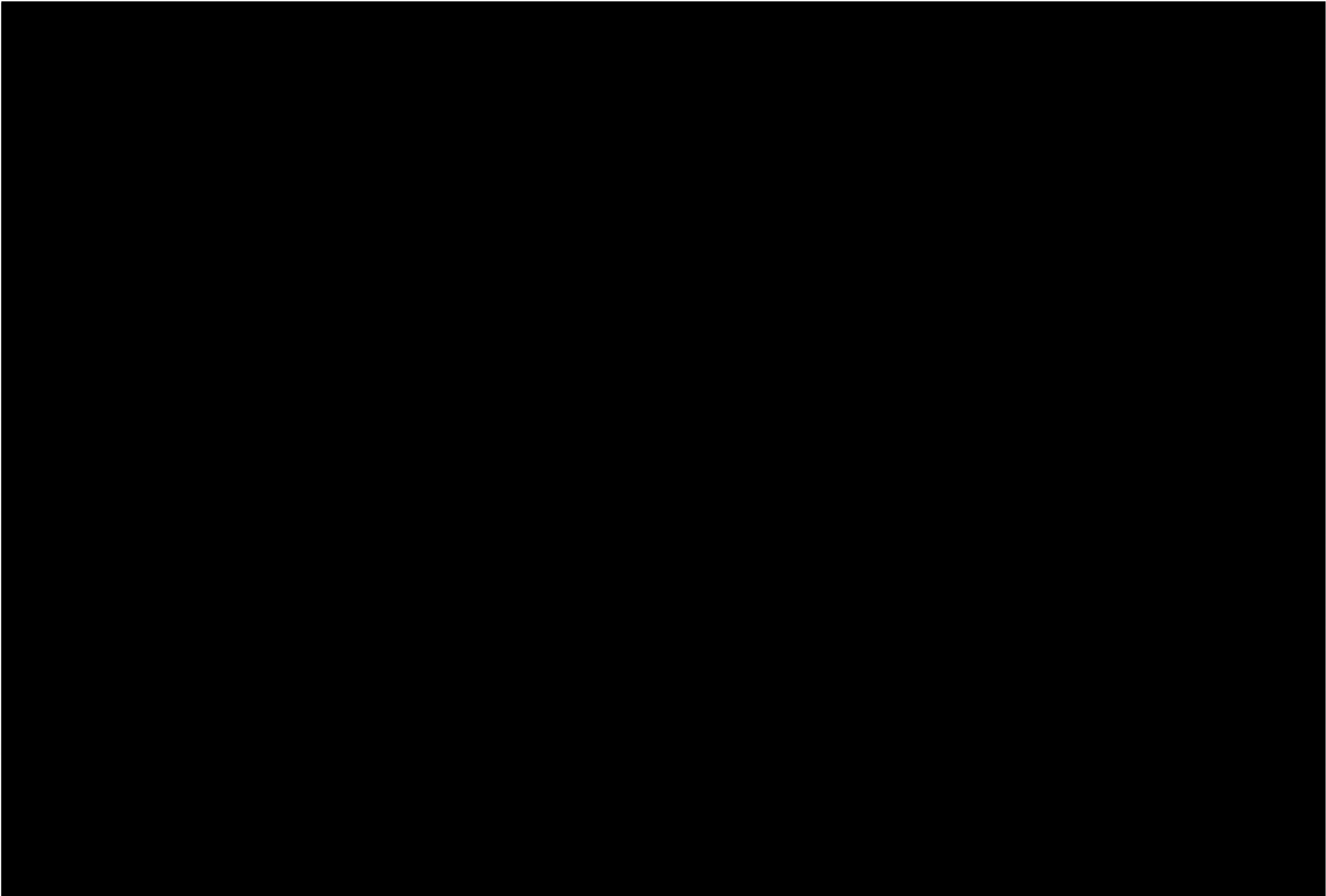


MTMS

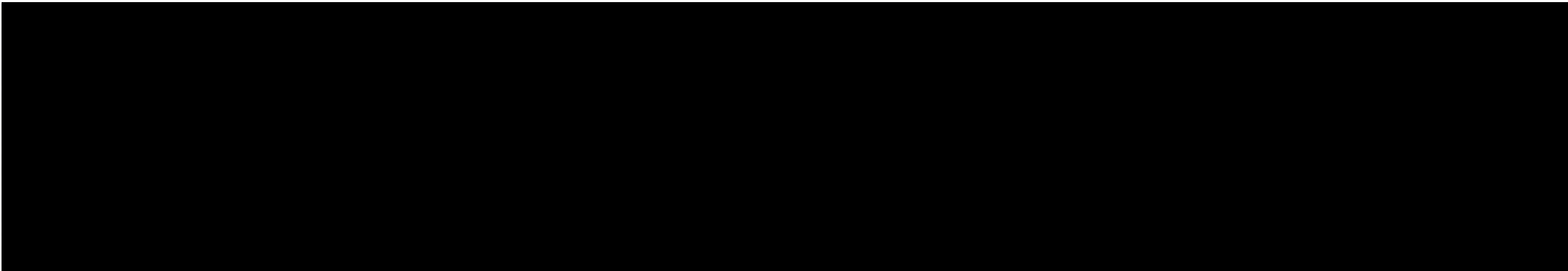
05 Airport Tunnel Upgrade
05.02. Mascot Substation

NOTE: Any activity stated which is not applicable to the project please label N/A



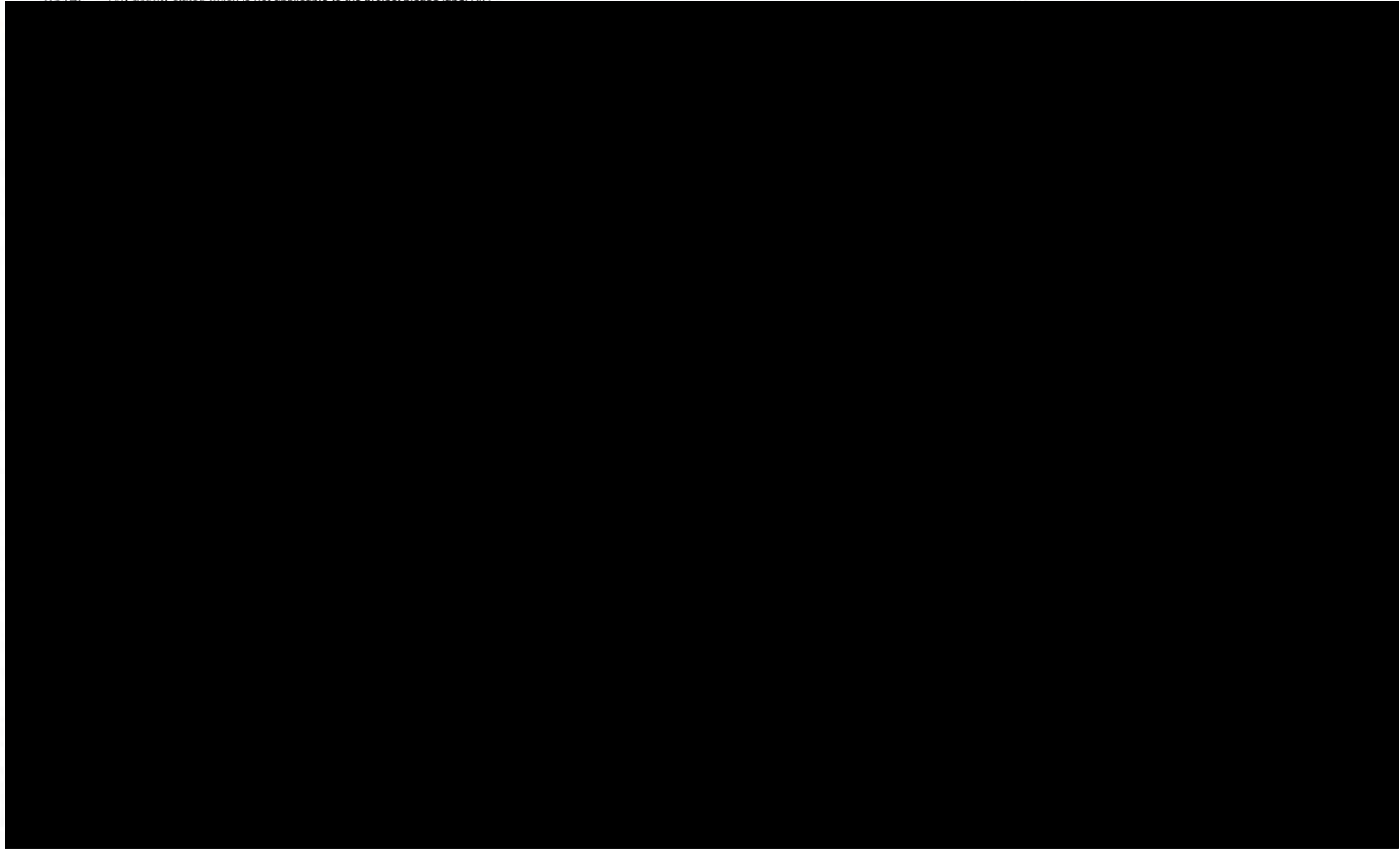


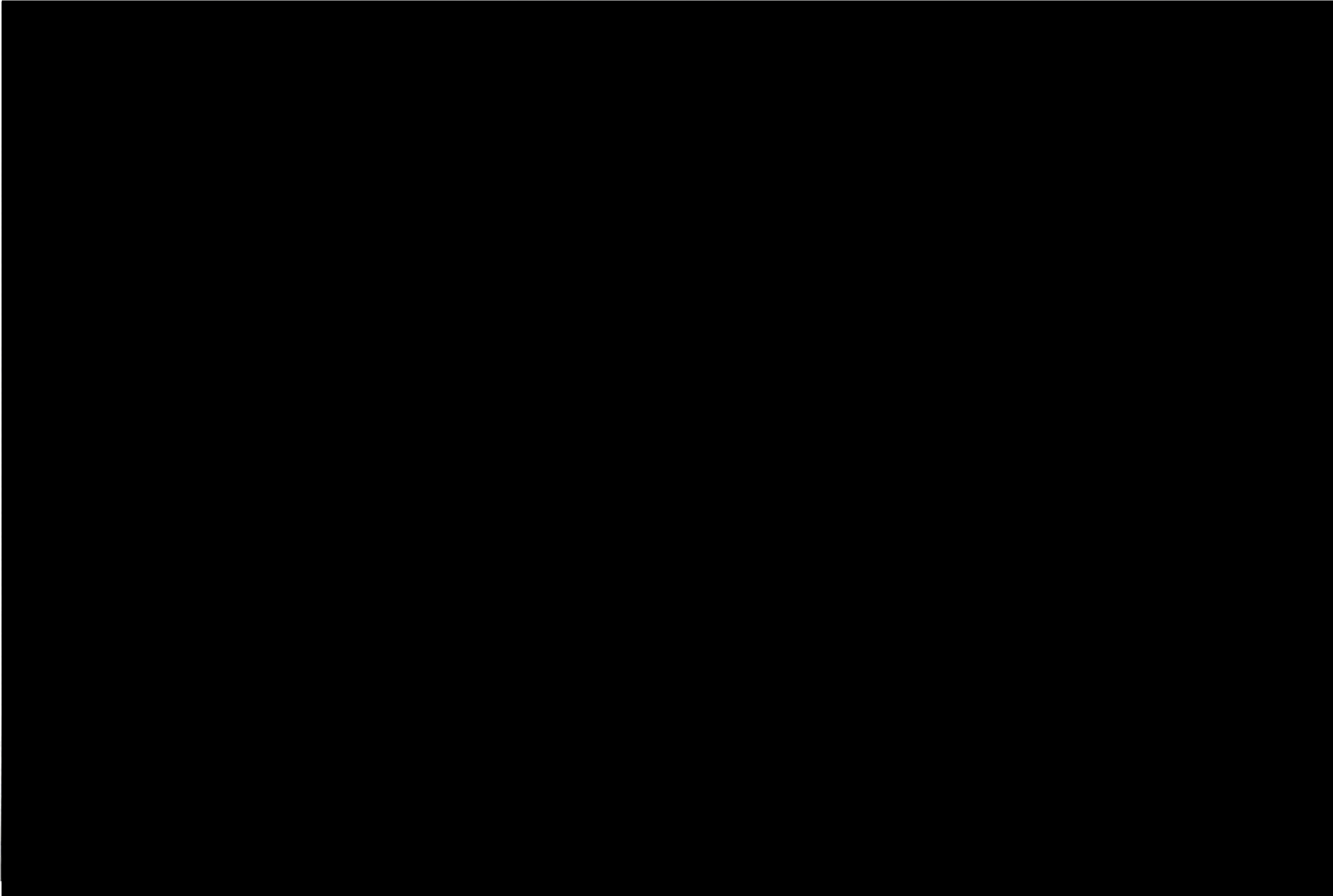


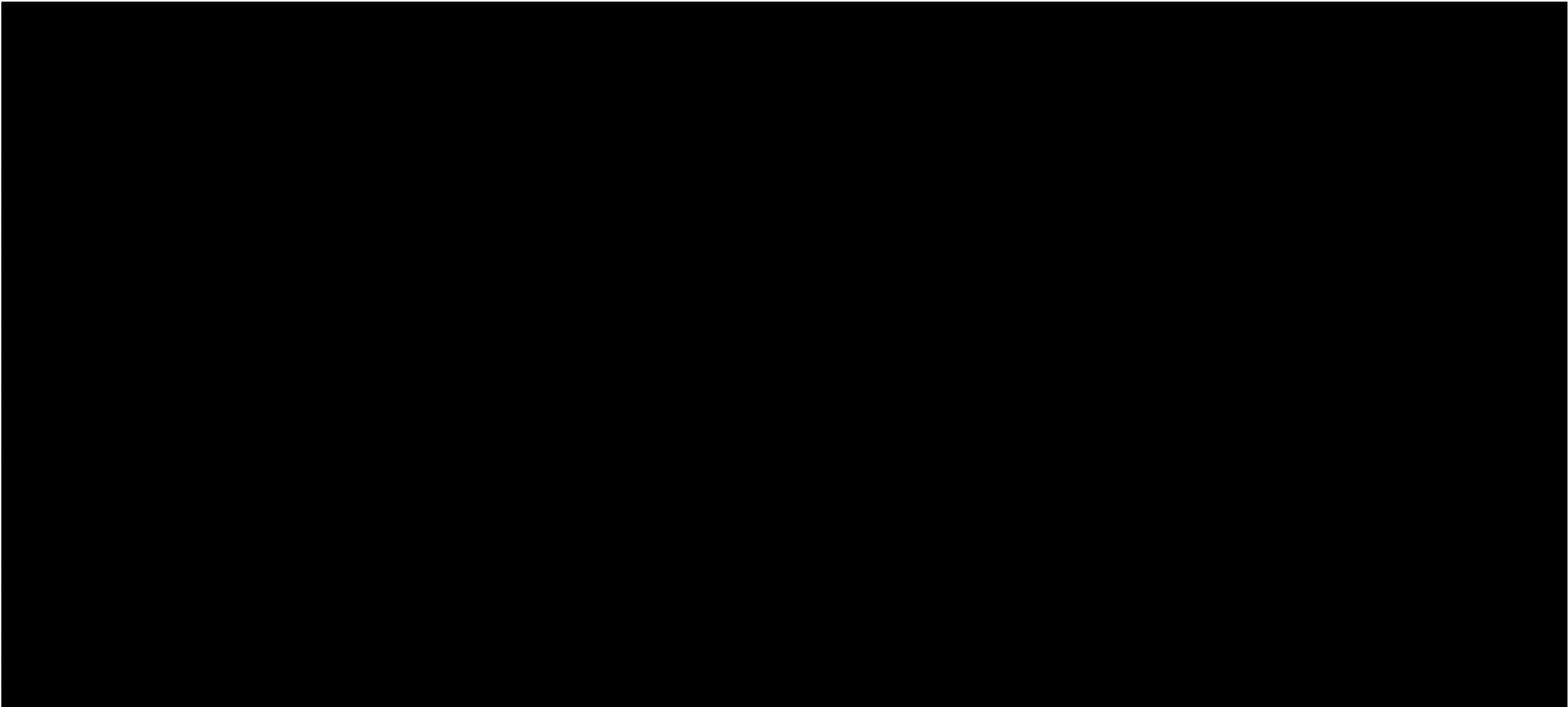


MTMS
05 Airport Tunnel Upgrade
05.03. Wolli Creek Substation

NOTE: Any activity stated which is not applicable to the project please label N/A







MTMS

05

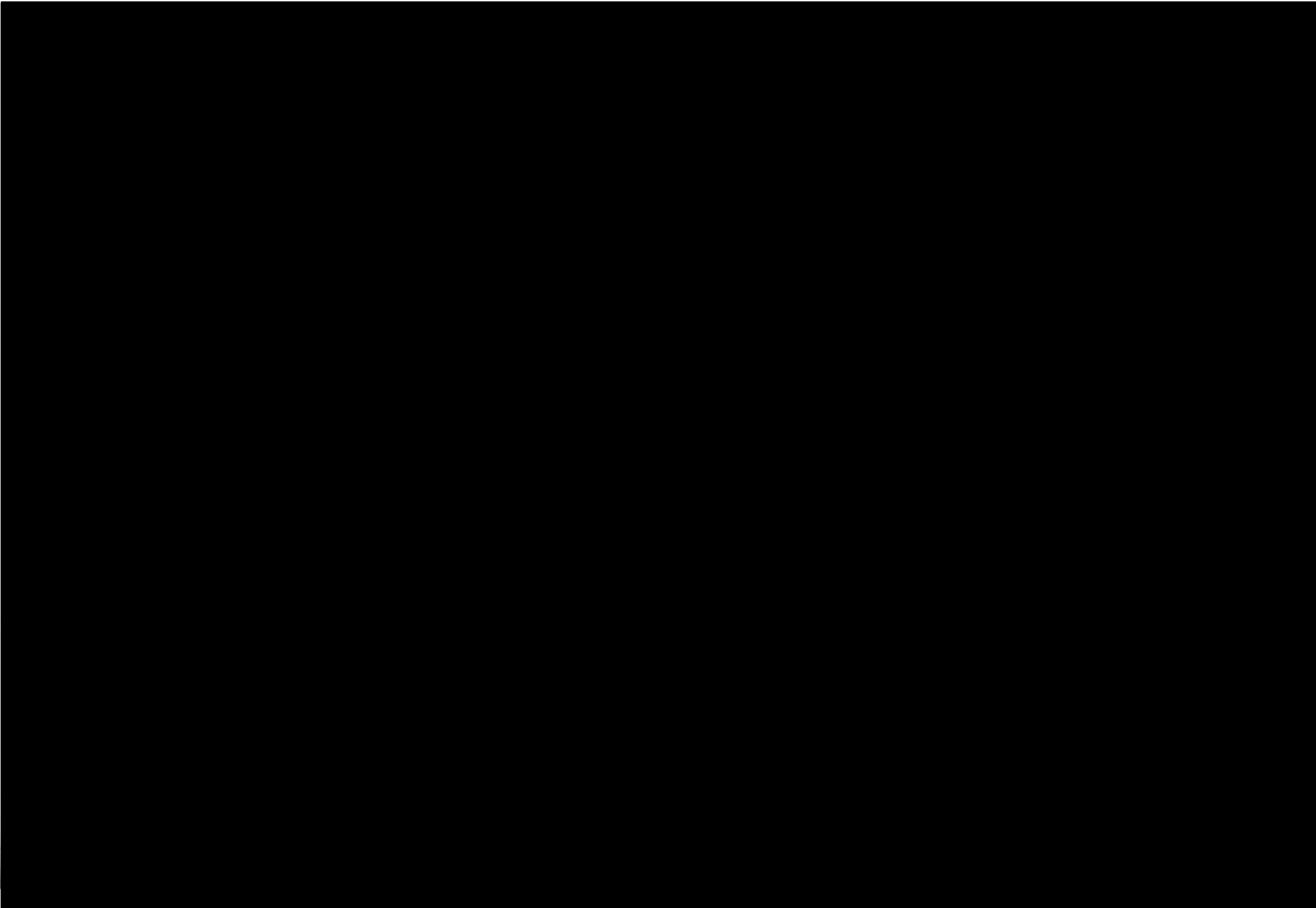
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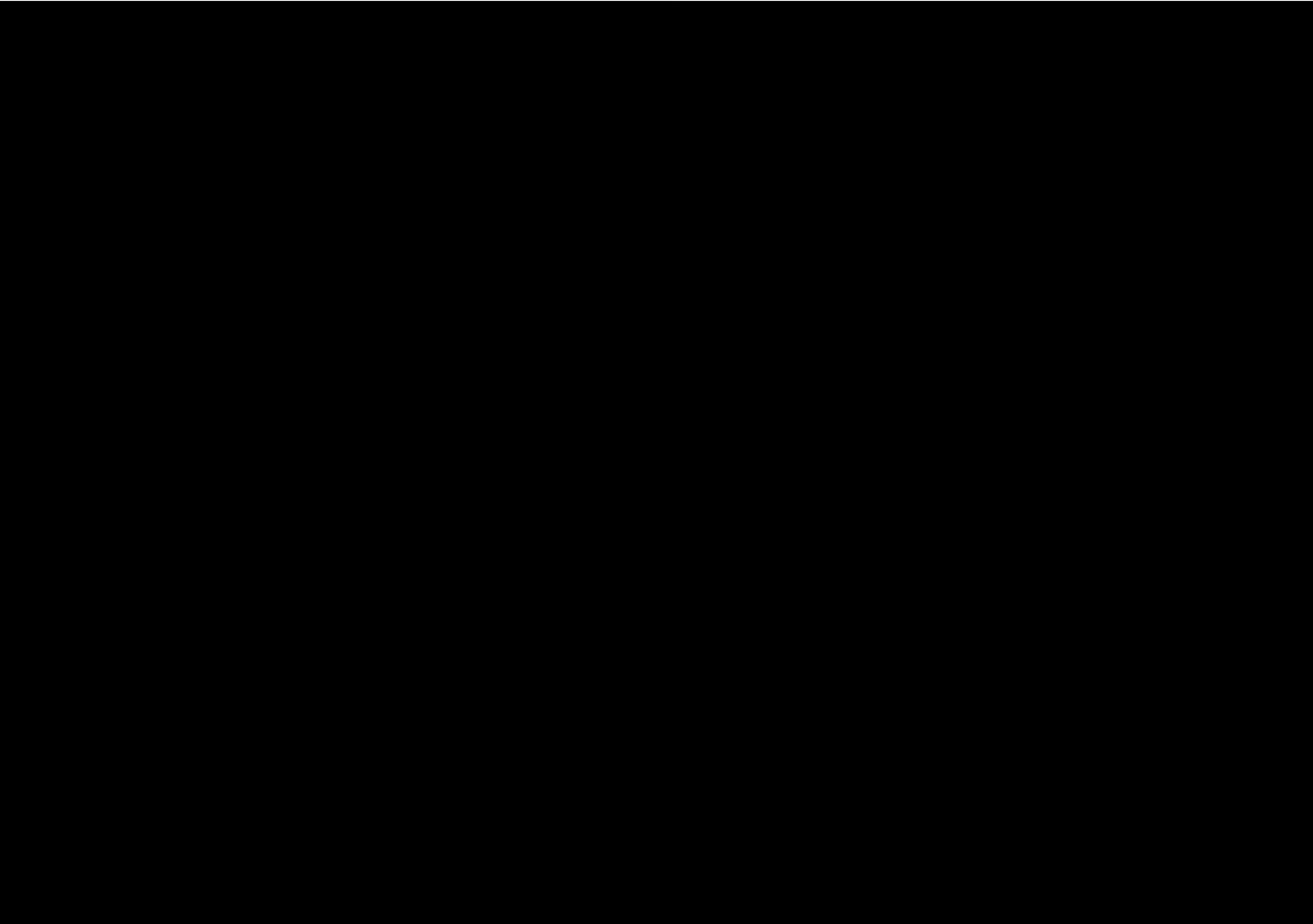
Airport Tunnel
Upgrade
Signalling

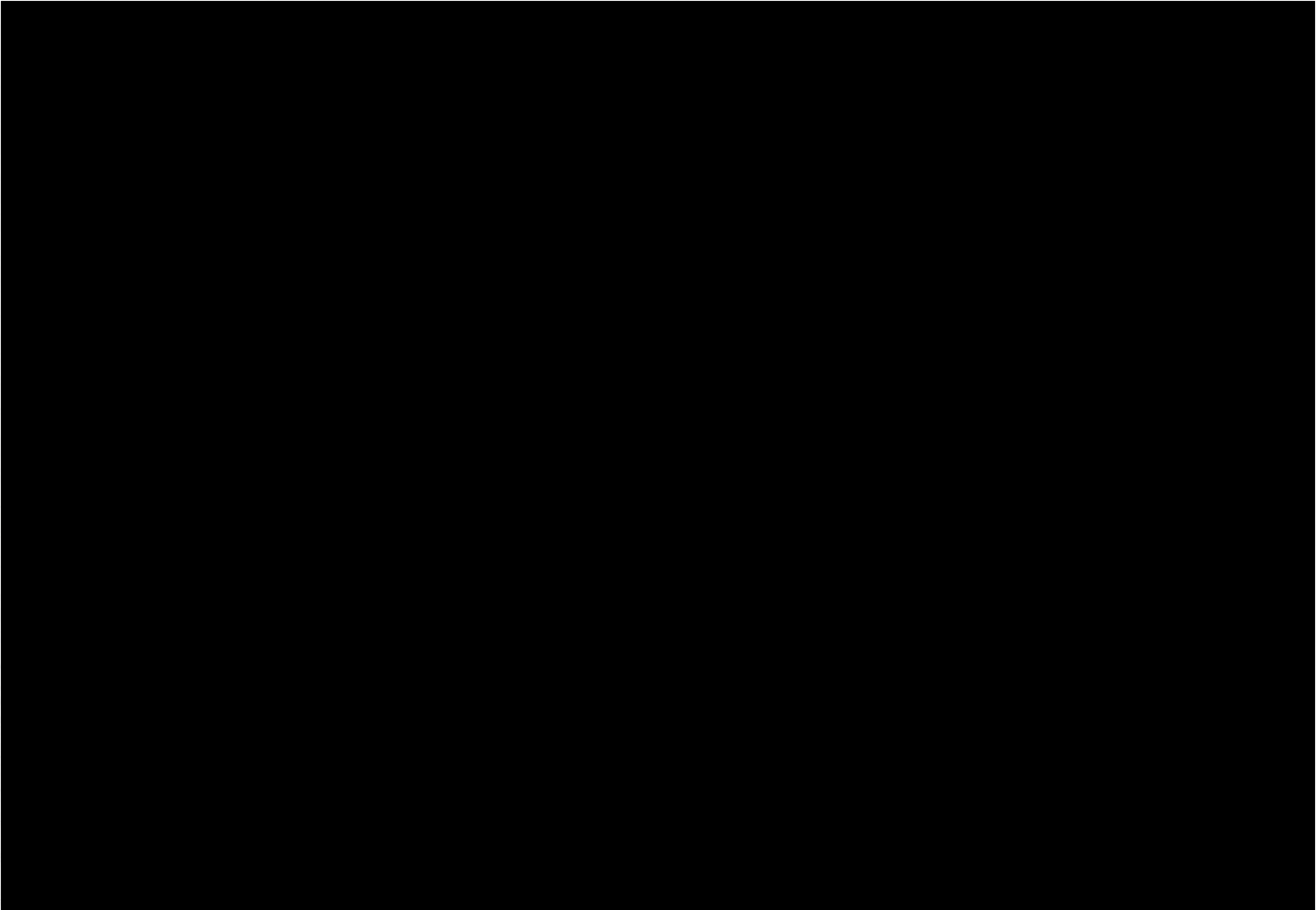
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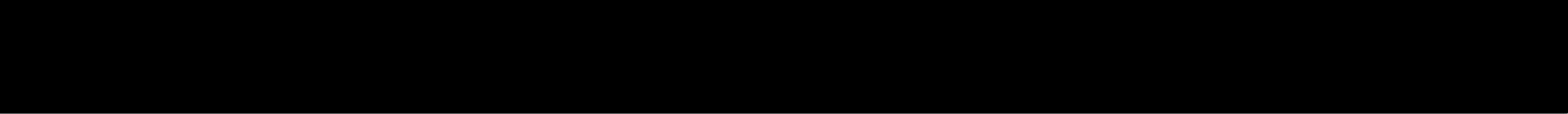
Any activity stated which
is not applicable to the
project please label N/A











NOTE: Any activity stated which is not applicable to the project please label N/A

