

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

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Schedule 2.1 – Project Particulars (Initial Project)

Schedule 2.1 – Project Particulars (Initial Project)

Project	Initial Project (South 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))	Laing O'Rourke Australia Construction Pty Limited (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))	Nil	
Key Subcontractors (Clause 17.2 and Section 2 of Schedule 1)	Key Subcontractor	Works
	[REDACTED]	

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Schedule 2.1 – Project Particulars (Initial Project)

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))	Laing O’Rourke Australia Construction Pty Limited		
NOP to have operational control under the NGER Legislation (Clause 17.15(a) and Section 2 of Schedule 1)	Laing O’Rourke Australia Construction Pty Limited		
NOP to obtain (or ensure that a relevant Subcontractor obtains) ASA Authorisation (Clause 17.21)	Laing O’Rourke Australia Construction Pty Limited		
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) Mortdale Maintenance Centre; (b) Waterfall Infrastructure Upgrade; (c) Port Kembla Stabling and Platform Extension; (d) Wollongong Stabling and Platform Extension; (e) Thirroul Station Platform Extension; (f) Coniston Station Drivers’ Walkway; (g) Kiama Station Platform Extension; (h) Bellambi Station Platform Extension; and (i) Asset Rationalisation.		
Insurance of the Works to be effected and maintained by TfNSW (Clause 26.1)	Yes		

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Schedule 2.1 – Project Particulars (Initial Project)

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)	22 August 2022 (for each Portion)	
Date for Operational Readiness (Section 2 of Schedule 1)	10 July 2022	
Associated Project for the Other IDE and date for operational readiness (clause S7-5.3.5 of Schedule 7)	North Works Package – 31 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.	
Nominated Subcontractors and Nominated Subcontract Work (Section 2 of Schedule 1)	Nominated Subcontractor	Nominated Subcontract Work
	Nil	Not Applicable
Planning Approval (Section 2 of Schedule 1)	<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>	

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Schedule 2.1 – Project Particulars (Initial Project)

	<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 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>
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Schedule 2.1 – Project Particulars (Initial Project)

	<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>
Project MOU (Section 2 of Schedule 1)	Not applicable
Project Steering Committee (Section 2 of Schedule 1)	Not applicable
Signalling Detailed Designer (Section 2 of Schedule 1)	<ol style="list-style-type: none"> 1. Waterfall Stabling Facility: JMD Railtech Engineering Pty Ltd (JMDR). 2. South Coast 10-Car NIF Enabling Works: WSP Australia Pty Limited (WSP).

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 10 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 10 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.

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2. Allocation of Conditions of Approval to TfNSW – Waterfall Stabling and Platform Extension

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
NV5	TfNSW is responsible for complaints management except that the IDE must develop and implement appropriate procedures for the resolution of complaints. The IDE is to provide all requested information as requested by TfNSW to assist in the handling and management of complaints. TfNSW would maintain the 24 hour hotline.
SE3	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.

Consistency Assessment	Extent of TfNSW's responsibility for the Mitigation Measures specified
Additional Vegetation Clearing Consistency Assessment	TfNSW is responsible for all actions specified within the consistency assessment.
Temporary Concrete Barriers Consistency Assessment	TfNSW is responsible for all actions specified within the consistency assessment.

3. Allocation of Conditions of Approval to TfNSW – Mortdale Maintenance Centre

Planning Approval	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
32	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.

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4. Allocation of Draft Conditions of Approval to TfNSW – Long NIF

Draft Mitigation Measure Number	Extent of TfNSW's responsibility for the Mitigation Measures specified
26	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.

5. Allocation of Draft Conditions of Approval to TfNSW – Wollongong Stabling and Platform Extension

Draft Planning Approval	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 Supplementary Conditions of Approval	Extent of TfNSW's responsibility for the Planning Approval Condition specified
Operational noise and vibration	The IDE must comply with this condition with the exception of that any approved physical mitigation measures that must be installed prior to the commencement of operations, unless otherwise agreed with the ADEM, will be deemed a TAE.
Draft Mitigation Measure Number	Extent of TfNSW's responsibility for the Draft Mitigation Measures specified

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

21	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.
49	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.

6. Allocation of Conditions of Approval to TfNSW – Port Kembla Stabling and Platform Extension

Mitigation Measure Number	Extent of TfNSW's responsibility for the Mitigation Measures specified
42	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.

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

Mitigation Measure	Extent of TfNSW's responsibility for the 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.

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8. Allocation of Draft Conditions of Approval to TfNSW – Kingsgrove Turnout Removal

Draft Mitigation Measure	Extent of TfNSW's responsibility for the 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.

9. Allocation of Draft Conditions of Approval to TfNSW – Thirroul Turnout Removal Consistency Assessment

Draft Mitigation Measure	Extent of TfNSW's responsibility for the 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.

10. Allocation of Draft Conditions of Approval to TfNSW – Heathcote Substation Upgrade

Draft Mitigation Measure	Extent of TfNSW's responsibility for the 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.

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

Nil.

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"> • Interface Manager (full-time) • Technical Manager (full-time) • Deputy Project Manager (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).
Sydney Trains supplied materials and plant (including work trains and tampers).

Table 2: TfNSW Supplied Items not in TOC

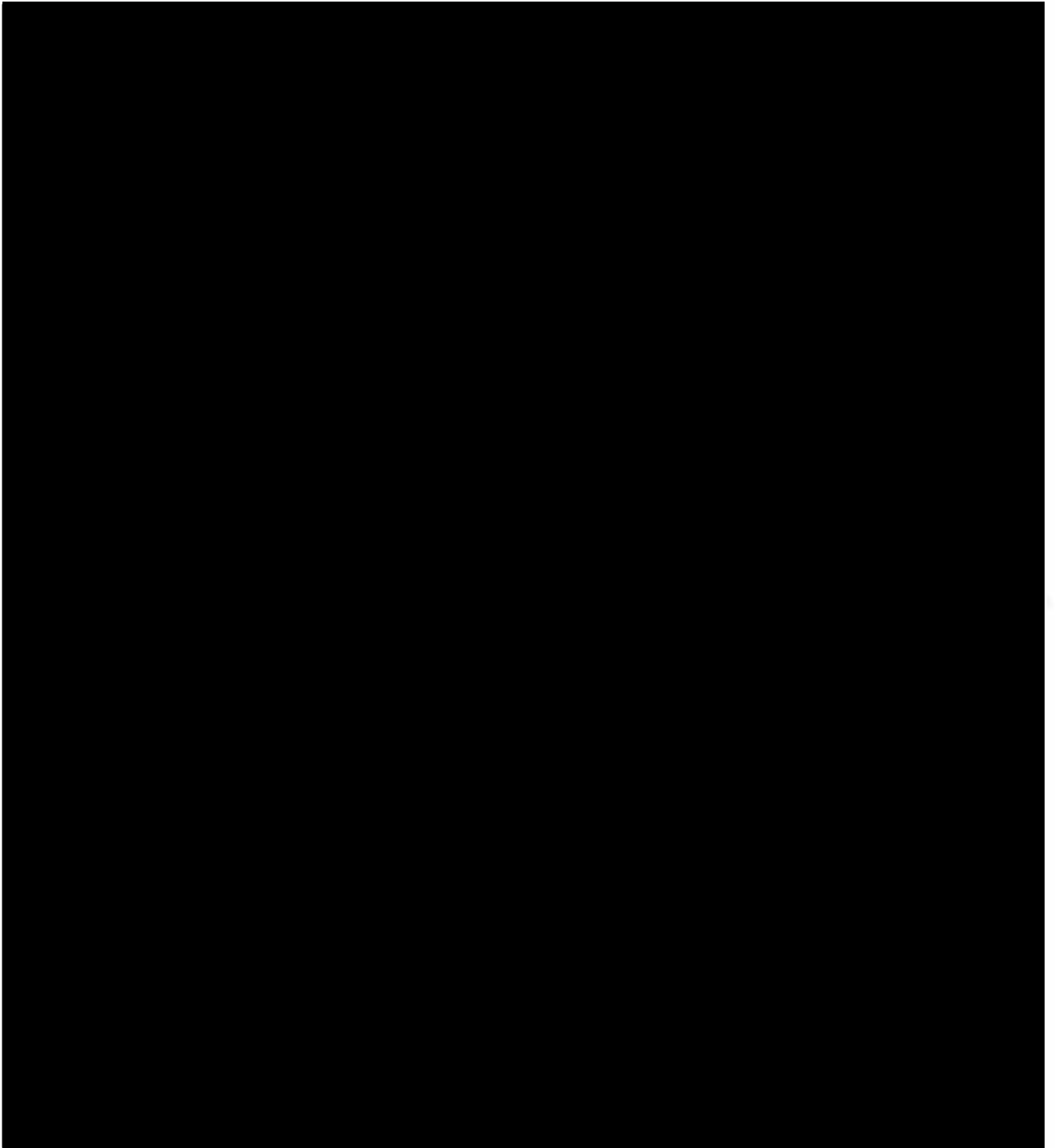
Item
AFC track design (excluding Mortdale Maintenance Centre and Asset Rationalisation scope of works). However, post AFC, as-built and construction support must be undertaken by the IDE.

Costs for TfNSW supplied Items will be TfNSW IDA Costs.

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



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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:

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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.

“Waterfall Enabling Works Contractor” means Abergeldie Contractors Pty Ltd who are contracted to TfNSW via contract number IPD-19-8149.

“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 to the IDE in accordance with clause 5(c) of this Schedule 22.1.

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

Project Site Drawing number	Worksite identified on Project Site Drawings	Asset Land / Temporary Land
Figure: Waterfall Station, Cover Sheet	Location Plan	-
Figure: Waterfall Station, Sheet 1	G	Asset Lands

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Schedule 22.1 – Site and Site Requirements (Initial Project)

Project Site Drawing number	Worksite identified on Project Site Drawings	Asset Land / Temporary Land
Figure: Waterfall Station, Sheet 2	G	Asset Lands
Figure: Waterfall Station, Sheet 3	G	Asset Lands
Figure: Waterfall Station, Sheet 4	G	Asset Lands
Figure: Waterfall Station, Sheet 5	G	Asset Lands
Figure: Waterfall Station, Sheet 6	G	Asset Lands
Figure: Waterfall Station, Sheet 7	G	Asset Lands
Figure: Waterfall Station, Sheet 8	G	Asset Lands
Figure: Waterfall Station, Sheet 9	G	Asset Lands
Figure: Waterfall Station, Sheet 10	G	Asset Lands
Figure: Waterfall Station, Sheet 11	G	Asset Lands
Figure: Waterfall Station, Sheet 12	G	Asset Lands
Figure: Waterfall Station, Sheet 13	A, G	Asset Lands
Figure: Waterfall Station, Sheet 14	A, G	Asset Lands
Figure: Waterfall Station, Sheet 15	A, G	Asset Lands
Figure: Waterfall Station, Sheet 16	A, G	Asset Lands
Figure: Waterfall Station, Sheet 17	A, G	Asset Lands
Figure: Waterfall Station, Sheet 18	A, B, C, G	Asset Lands
Figure: Waterfall Station, Sheet 19	A, B, C, F, G	Asset Lands
Figure: Waterfall Station, Sheet 20	A, B, C, D, E, F, G	Asset Lands
Figure: Waterfall Station, Sheet 21	A, B, E, F, G	Asset Lands
Figure: Waterfall Station, Sheet 22	A, B, E, F, G	Asset Lands
Figure: Waterfall Station, Sheet 23	G	Asset Lands
Figure: Waterfall Station, Sheet 24	G	Asset Lands
Figure: Waterfall Station, Sheet 25	G	Asset Lands
Figure: Mortdale Maintenance Centre, Cover Sheet	Location Plan	-
Figure: Mortdale Maintenance Centre, Sheet 1	H1	Asset Lands
Figure: Mortdale Maintenance Centre, Sheet 2	H1	Asset Lands
Figure: Mortdale Maintenance Centre, Sheet 3	H1, H2	Asset Lands
Figure: Mortdale Maintenance Centre, Sheet 4	H1, H3	Asset Lands
Figure: Port Kembla Station, Cover Sheet	Location Plan	-
Figure: Port Kembla Station, Sheet 1	I1	Asset Lands
Figure: Port Kembla Station, Sheet 2	I1	Asset Lands
Figure: Port Kembla Station, Sheet 3	I1	Asset Lands
Figure: Port Kembla Station, Sheet 4	I1	Asset Lands

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Schedule 22.1 – Site and Site Requirements (Initial Project)

Project Site Drawing number	Worksite identified on Project Site Drawings	Asset Land / Temporary Land
Figure: Port Kembla Station, Sheet 5	I1	Asset Lands
Figure: Port Kembla Station, Sheet 6	I1	Asset Lands
Figure: Port Kembla Station, Sheet 7	I1, I2	Asset Lands
Figure: Port Kembla Station, Sheet 8	I1	Asset Lands
Figure: Wollongong Station, Cover Sheet	Location Plan	-
Figure: Wollongong Station, Sheet 1	J1	Asset Lands
Figure: Wollongong Station, Sheet 2	J1, J2	Asset Lands
Figure: Wollongong Station, Sheet 3	J1, J3	Asset Lands
Figure: Wollongong Station, Sheet 4	J1	Asset Lands
Figure: Wollongong Station, Sheet 5	J1, J4	Asset Lands
Figure: Wollongong Station, Sheet 6	J1	Asset Lands
Figure: Wollongong Station, Sheet 7	J1, J4	Asset Lands
Figure: Wollongong Station, Sheet 8	J1	Asset Lands
Figure: Thirroul Station, Cover Sheet	Location Plan	-
Figure: Thirroul Station, Sheet 1	K	Asset Lands
Figure: Thirroul Station, Sheet 2	K	Asset Lands
Figure: Thirroul Station, Sheet 3	K	Asset Lands
Figure: Thirroul Station, Sheet 4	K	Asset Lands
Figure: Thirroul Station, Sheet 5	K	Asset Lands
Figure: Thirroul Station, Sheet 6	K	Asset Lands
Figure: Thirroul Station, Sheet 7	K	Asset Lands
Figure: Coniston Station, Cover Sheet	Location Plan	-
Figure: Coniston Station, Sheet 1	L	Asset Lands
Figure: Coniston Station, Sheet 2	L	Asset Lands
Figure: Coniston Station, Sheet 3	L	Asset Lands
Figure: Coniston Station, Sheet 4	L	Asset Lands
Figure: Coniston Station, Sheet 5	L	Asset Lands
Figure: Coniston Station, Sheet 6	L	Asset Lands
Figure: Coniston Station, Sheet 7	L	Asset Lands
Figure: Coniston Station, Sheet 8	L	Asset Lands
Figure: Kiama Station, Cover Sheet	Location Plan	-
Figure: Kiama Station, Sheet 1	M	Asset Lands
Figure: Kiama Station, Sheet 2	M	Asset Lands
Figure: Bellambi Station, Cover Sheet	Location Plan	-

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Schedule 22.1 – Site and Site Requirements (Initial Project)

Project Site Drawing number	Worksite identified on Project Site Drawings	Asset Land / Temporary Land
Figure: Bellambi Station, Sheet 1	N	Asset Lands
Figure: Bellambi Station, Sheet 2	N	Asset Lands
Figure: Bellambi Station, Sheet 3	N	Asset Lands
Figure: Bellambi Station, Sheet 4	N	Asset Lands
Figure: Kingsgrove, MTMS-RPS-SITE-DWG-1516-01	O	Asset Lands

Table 2. Access Dates and Conditions

Worksite	Earliest access dates	Conditions of access and use
A (Waterfall Station)	Between the most northern extend of Worksite A (approx. Chainage 36.850km) to Chainage 38.160km 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. Access to be co-ordinated and in agreement with the Waterfall Enabling Works Contractor.
	Between the most northern extend of Worksite A (approx. Chainage 36.850km) to Chainage 38.160km 31st October 2020	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.
	South of Ch. 38.160km 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. Access to be co-ordinated with the Waterfall Enabling Works Contractor.
B (Waterfall Station)	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.
C (Waterfall Station)	The day after the Commencement Date	Fulfilment of the requirements of this Schedule 22.1. Access to be co-ordinated and in agreement with the Waterfall Enabling Works Contractor.

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Schedule 22.1 – Site and Site Requirements (Initial Project)

	31st October 2020	Fulfilment of the requirements of this Schedule 22.1.
D (Waterfall Station)	The day after the Commencement Date	Fulfilment of the requirements of this Schedule 22.1. Access to be co-ordinated and in agreement with the Waterfall Enabling Works Contractor.
	31st October 2020	Fulfilment of the requirements of this Schedule 22.1.
E (Waterfall Station)	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.
F (Waterfall Station)	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.
G (Waterfall Station)	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.
H1, H2, H3 (Mortdale Maintenance Centre)	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.
I1, I2 (Port Kembla Station)	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.
J1 (Wollongong Station)	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.

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Schedule 22.1 – Site and Site Requirements (Initial Project)

J2, J3, J4 (Wollongong Station)	The day after the Commencement Date	Fulfilment of the requirements of this Schedule 22.1. Access to these Worksites will be subject to further discussion with Sydney Trains and will be based on the IDE's construction program.
K (Thirroul Station)	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.
L (Coniston Station)	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.
M (Kiama Station)	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.
N (Bellambi Station)	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.
O (Kingsgrove Station)	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.

Schedule 22.1 – Site and Site Requirements (Initial Project)

- (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;
 - (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:

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Schedule 22.1 – Site and Site Requirements (Initial Project)

- (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.
- (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

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TfNSW

Schedule 22.1 – Site and Site Requirements (Initial Project)

- (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:
 - (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
01-Dec-19	11-Dec-20	N/A	Waterfall Yard Shutdown 1
21-Mar-20	22-Mar-20	38	Config 1
30-May-20	31-May-20	48	Config 16
30-May-20	31-May-20	48	Config 2
13-Jun-20	14-Jun-20	50	Config 1
4-Jul-20	5-Jul-20	1	Config 2
01-Aug-20	02-Aug-20	5	Config 16
15-Aug-20	16-Aug-20	7	Config 1
3-Oct -20	5-Oct -20	14	Long Weekend – Coniston to Port Kembla
5-Dec-20	6-Dec-20	23	Config 2
12-Dec-20	13-Dec-20	24	Config 1
14-Dec-20*	01-Jul-22	N/A	Waterfall Yard Shutdown 2
21-Dec-20	22-Dec- 20	25	Config 16
20-Feb-21	22-Feb-21	34	Config 1
27- Mar -21	28- Mar 21	39	Mortdale Car Sidings 38 hour possession
29-May-21	30-May-21	48	Config 2
19-Jun-21	20-Jun-21	51	Config 16
26-Jun-21	27-Jun-21	52	Config 1
31-Jul-21	01-Aug-21	5	Config 16
21-Aug-21	22-Aug-21	8	Config 1
11-Sep-21	12-Sep-21	11	Config 2
13-Nov-21	14-Nov-21	20	Config 1

Schedule 31.1 – Track Possessions (Initial Project)

Start Date	Finish Date	Weekend No.	Possession Configuration
8-Jan-22	9-Jan-22	28	Config 2
15-Jan-22	16-Jan-22	29	Config 16
19-Feb-22	20-Feb-22	34	Config 1
28- Mar -22	29- Mar -22	39	Config 16
2-Apr-22	3-Apr-22	40	Config 2
25-Jun-22	26-Jun-22	52	Config 1
02-Jul-22	10-Jul-22	N/A	Waterfall Final Shutdown

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. Capitalised naming of rail lines used in this Schedule 31.1 are either those of existing rail lines given in the “Drivers Route Knowledge Diagrams” as defined and provided on the RailSafe website (see <https://railsafe.org.au>) or those proposed in the Principal’s Design.
4. Waterfall Yard Shutdown 1, Waterfall Yard Shutdown 2 and Waterfall Final Shutdown arrangements are still draft and confirmation is pending Sydney Trains final approval.
5. Dates are approximate only and can be modified at any time by either Sydney Trains or TfNSW.
6. TfNSW understands that additional Track Possessions will be required at Mortdale Maintenance Centre and Wollongong Up Yard. These Track Possessions are to be negotiated locally with Sydney Trains and are anticipated to consist of the below arrangement:
 - **MMC Special Shutdown** means a non-standard Track Possession at Mortdale Maintenance Centre, which will be made available with POAT that includes possession of the following tracks:
 - 1 Road; and
 - Loop Road.

Shutdown timings are to be negotiated locally with Sydney Trains.

- **Wollongong Yard Shutdown** means a non-standard Track Possession which will be made available with POAT that includes possession of the following tracks:
 - No. 1 Up Siding; and

Schedule 31.1 – Track Possessions (Initial Project)

- No. 2 Up Siding.

Shutdown timings are to be negotiated locally with Sydney Trains.

In this Schedule 31.1:

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

Config 1 Modified means a non-standard ‘Configuration 1 Track Possession’ referred to in the Standard Configuration Map between Loftus and Helensburgh with POAT.

Config 16 means a standard ‘Configuration 16 Track Possession’ referred to in the Standard Configuration Map.

POAT means power out all tracks.

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

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

- from 1st December 2019 to 11th December 2020:
 - Up Goods Loop;
 - No. 1 Loco X;
 - No. 2 Loco X;
 - No. 1 Up Siding;
 - No. 2 Up Siding; and
 - Perway Siding.

Waterfall Yard Shutdown 2 means a non-standard Track Possession which will be made available with POAT that includes possession of the following Railway Tracks:

- from 14th December 2020 to 1st July 2022:
 - No. 1 Loco X;
 - No. 2 Loco X;
 - No. 1 Up Siding;
 - No. 2 Up Siding;
 - Perway Siding; and
 - Up Refuge Loop.

Notes:

- 1) the new Up Goods Loop (electrified) will be operating electric passenger trains and freight trains from new 302A points to 60 points under signaled moves;
- 2) access to the yard will be via a network access crossing as per the Sydney Trains Network Rules and Procedures;
- 3) new Up Goods Loop will need to be commissioned prior to this shutdown starting; and

Schedule 31.1 – Track Possessions (Initial Project)

- 4) once the new Up Good Loop is commissioned trains that loop Waterfall Station will take longer to complete the loop as such there will be a timetable change for Sydney Trains.

Waterfall Final Shutdown means a non-standard Track Possession which will be made available which includes possession of the following Railway Tracks (subject to the conditions set out below):

- 1) the first weekend will be a standard 'Configuration 1 Track Possession' referred to in the Standard Configuration Map with POAT;
- 2) during the mid week Monday to Friday intercity trains will run, via pilot staff working (PSW), in peak directions:
 - a. morning peak PSW will commence from WG760U and travel in an up direction on the up main through 57 points onto the Up Good Loop to 22.6 EYL. This will be from 05:00 till 09:00;
 - b. afternoon peak PSW will commence from W79 and travel in a down direction on the down main through 47 points onto the Down Refuge Loop through 56 points onto the Down Main and continue to WG758D. This will be from 15:00 till 19:00;
 - c. power will be live 24 hours a day to facilitate movements, windows of power out on the Up Good Loop may be negotiated with Sydney Trains;
 - d. freight trains movements will be 24 hours a day;
 - e. PSW will only be in 1 direction at one time, there will be no up and down movements at the same time; and
 - f. access to site will be via a Network Access Crossing on the Down and Up Side; and
- 3) final weekend will be standard 'Configuration 1 Track Possession' referred to in the Standard Configuration Map with POAT.

Schedule 32.1 – Options (Initial Project)

OPTION 1 Mortdale Maintenance Centre Additional Bogie Drop	
Description:	This option provides for the supply and installation of additional plant and equipment (and all associated activities, things and tasks) for a second bogie exchange system.
Period for exercising the Option:	Up to 20 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 section 2.2(b) and replace with the following:</p> <p>“The Project Works for the Mortdale Maintenance Centre Portion consists of the construction of a new dual bogie exchange system (BES) and a new 11kV/415V distribution Substation as more particularly described in the Principal’s Design.”</p> <p>Delete in section 2.2(c)(ii) “a new bogie drop table (BDT)” and replace with “new bogie drop tables (BDTs)”.</p> <p>Delete section 2.2(c)(v) and replace with the following:</p> <p>“(v) design, supply, installation/construction, testing, and Commissioning of a complete bogie exchange system as shown in the Principal’s Design of the new bogie exchange workshop, including:</p> <ul style="list-style-type: none"> A. structural and electro-mechanical components such as hydraulic jacks to lift a train carriage; B. BDTs; C. monitoring systems (cameras and displays) at the transfer chambers; and D. sprinkler systems inside transfer chambers;” <p>Delete section 2.2(d) and replace with the following:</p> <p>“(d) Not used.”</p> <p>Delete section 2.2(g)(i) and replace with the following:</p> <p>“(i) not used;”</p>
Drawings:	Nil
Additional notes:	Nil

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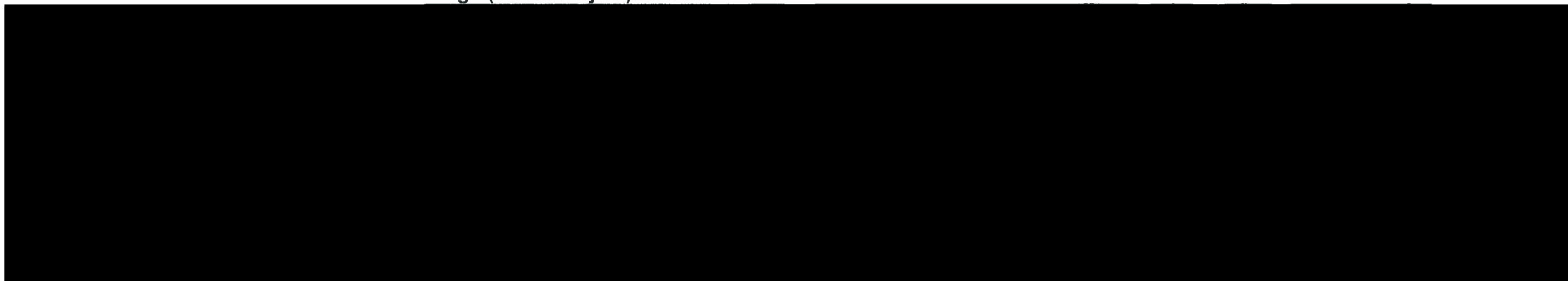
TfNSW

Schedule 37.1 – TOC (Initial Project)

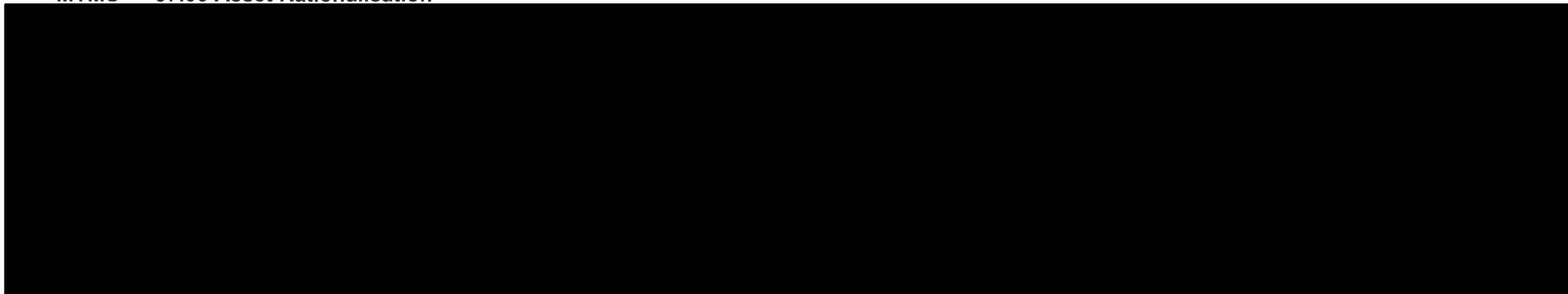
To the extent of any inconsistency or discrepancy between the “Summary TOC Table” at the start of this Schedule 37.1 and any other part of this Schedule 37.1, the “Summary TOC Table” will take precedence.

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MTMS Overall TOC South Work Package (Initial Project)



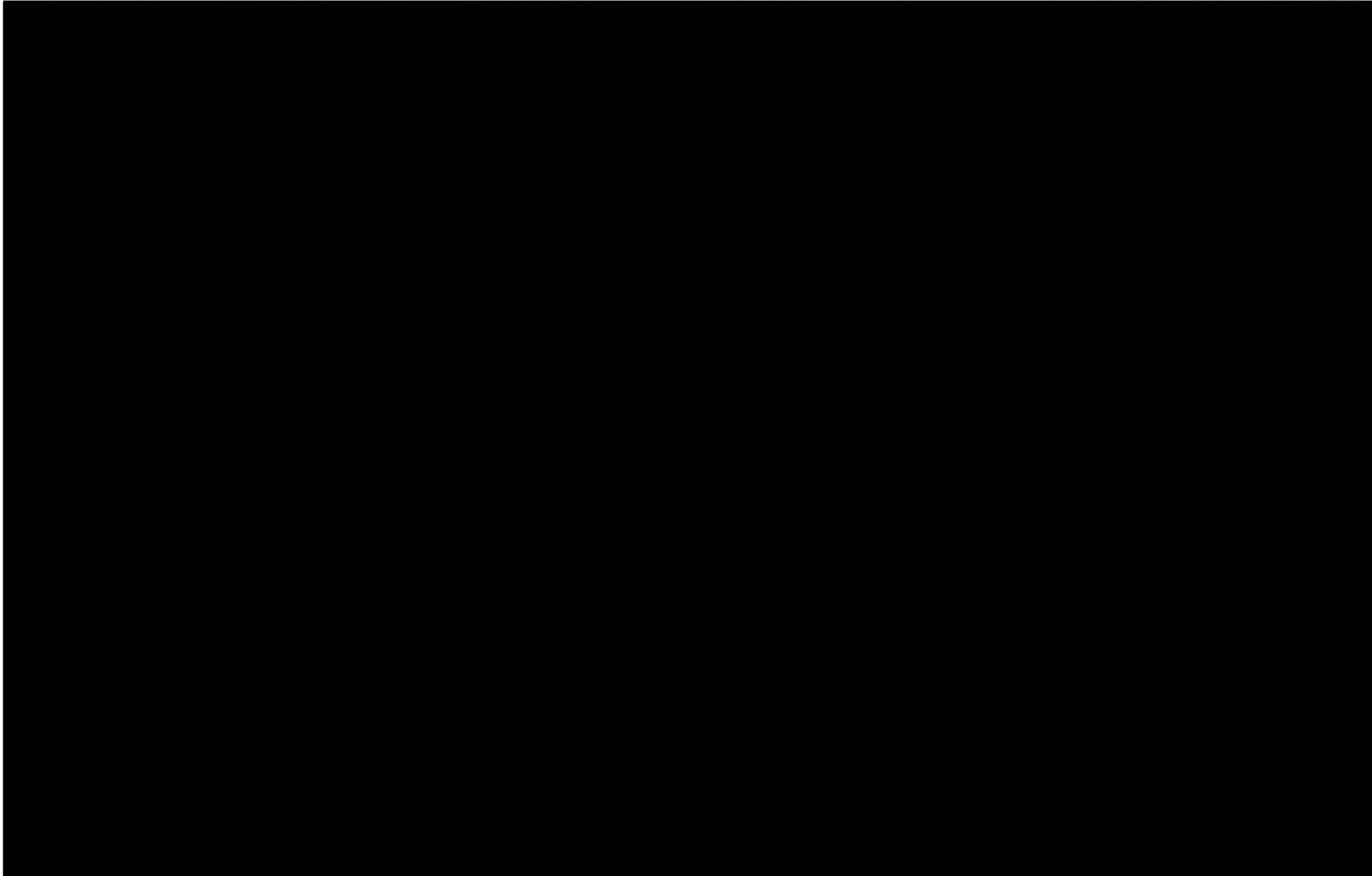
MTMS 37.00 Asset Rationalisation



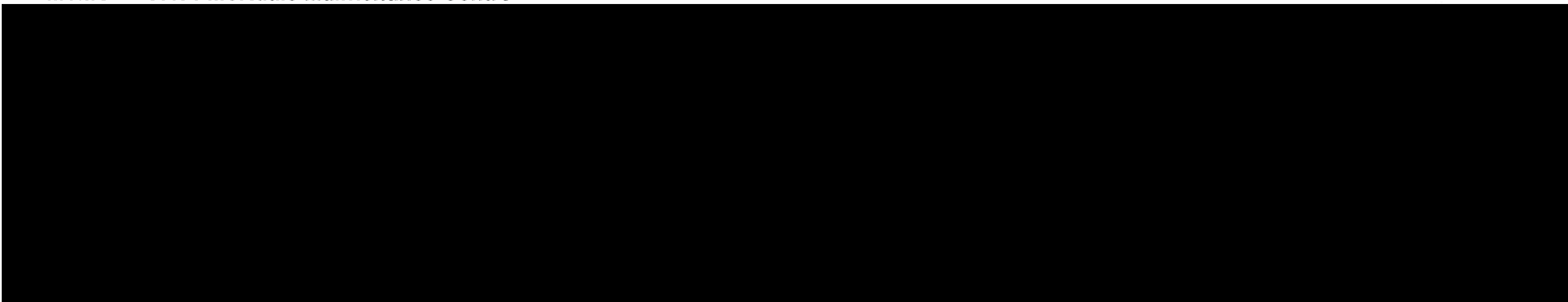
MTMS

0 Asset Rationalisation

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



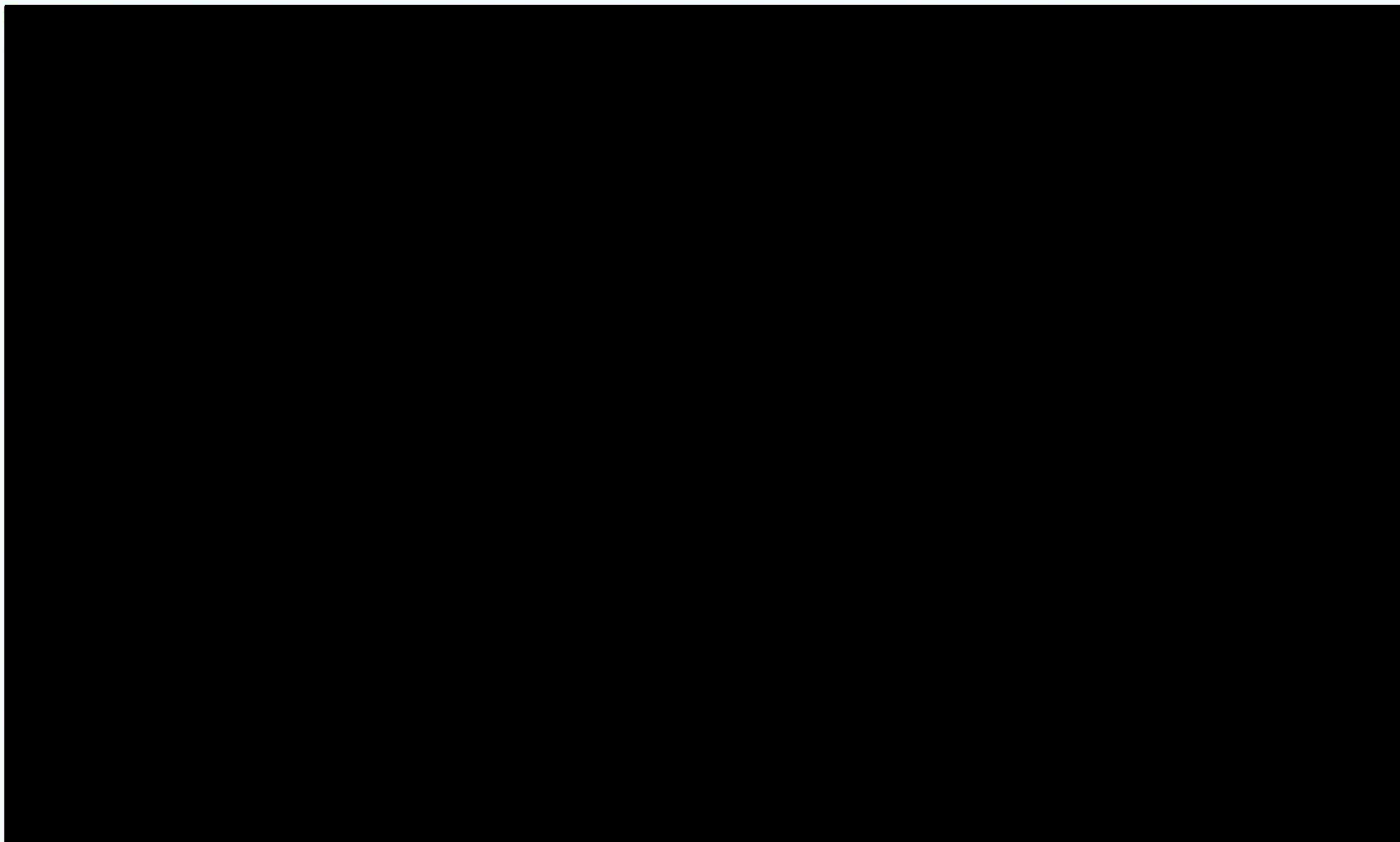
MTMS 37.01 Mortdale Maintenance Centre

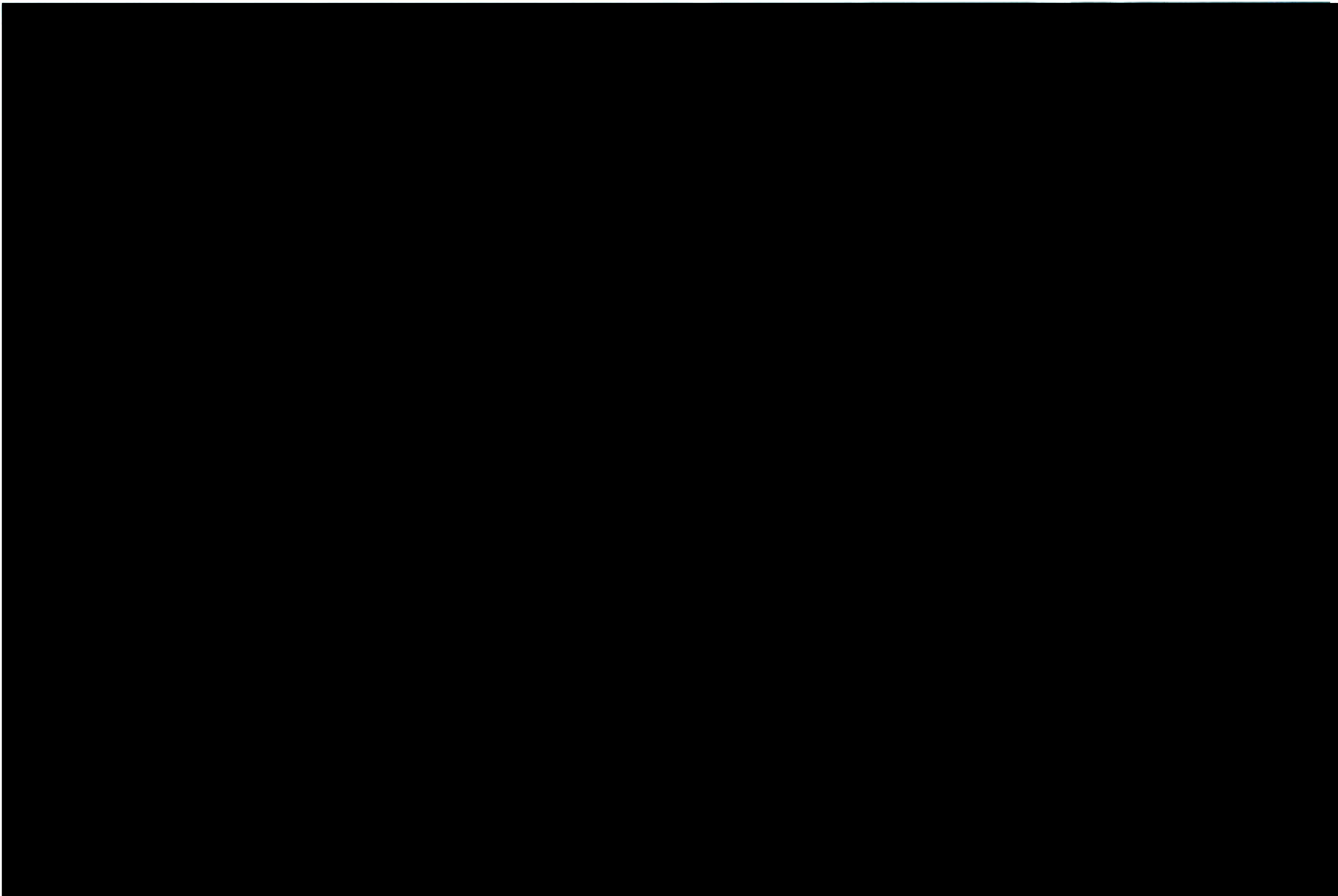


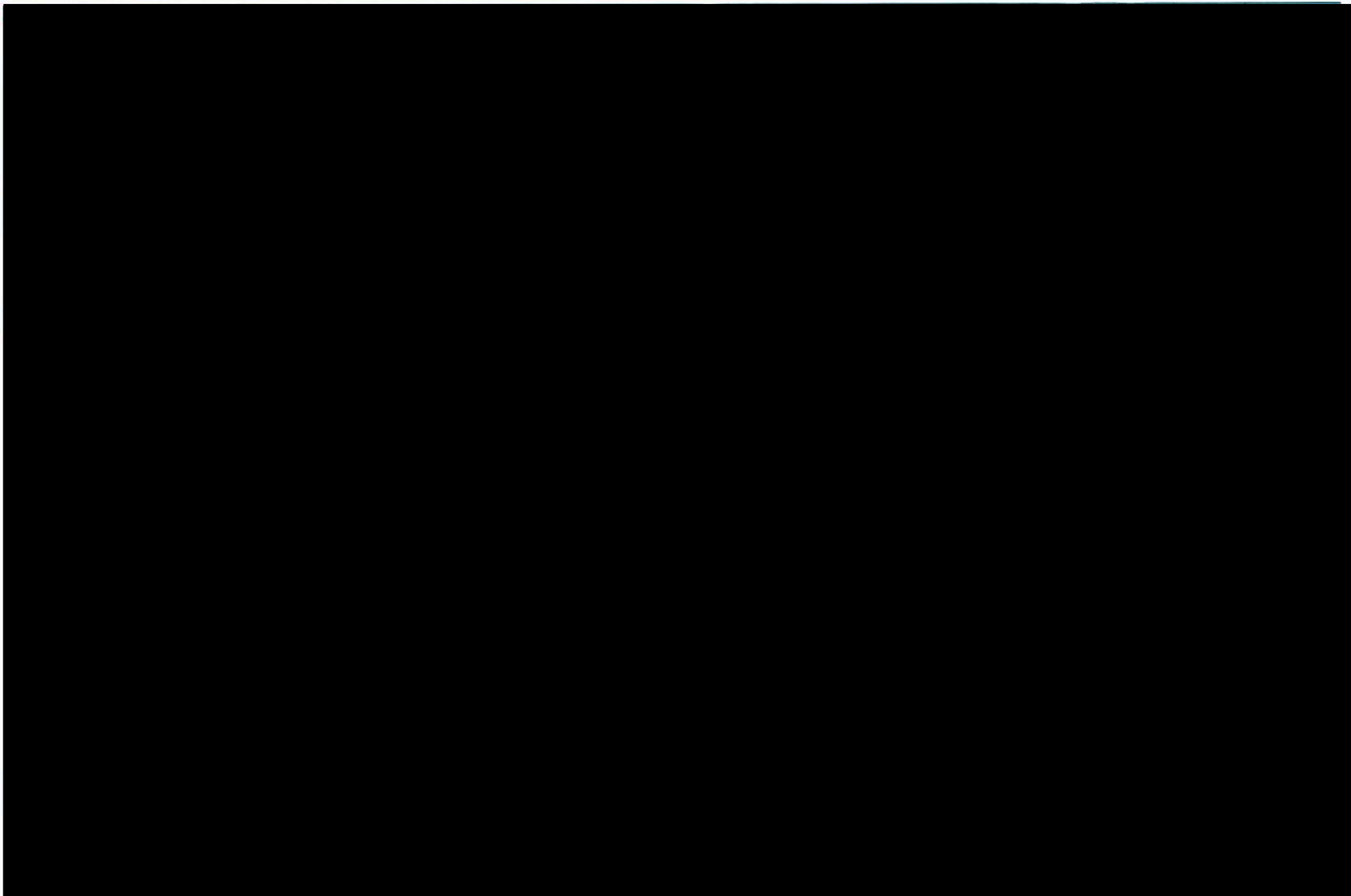
Direct Costs

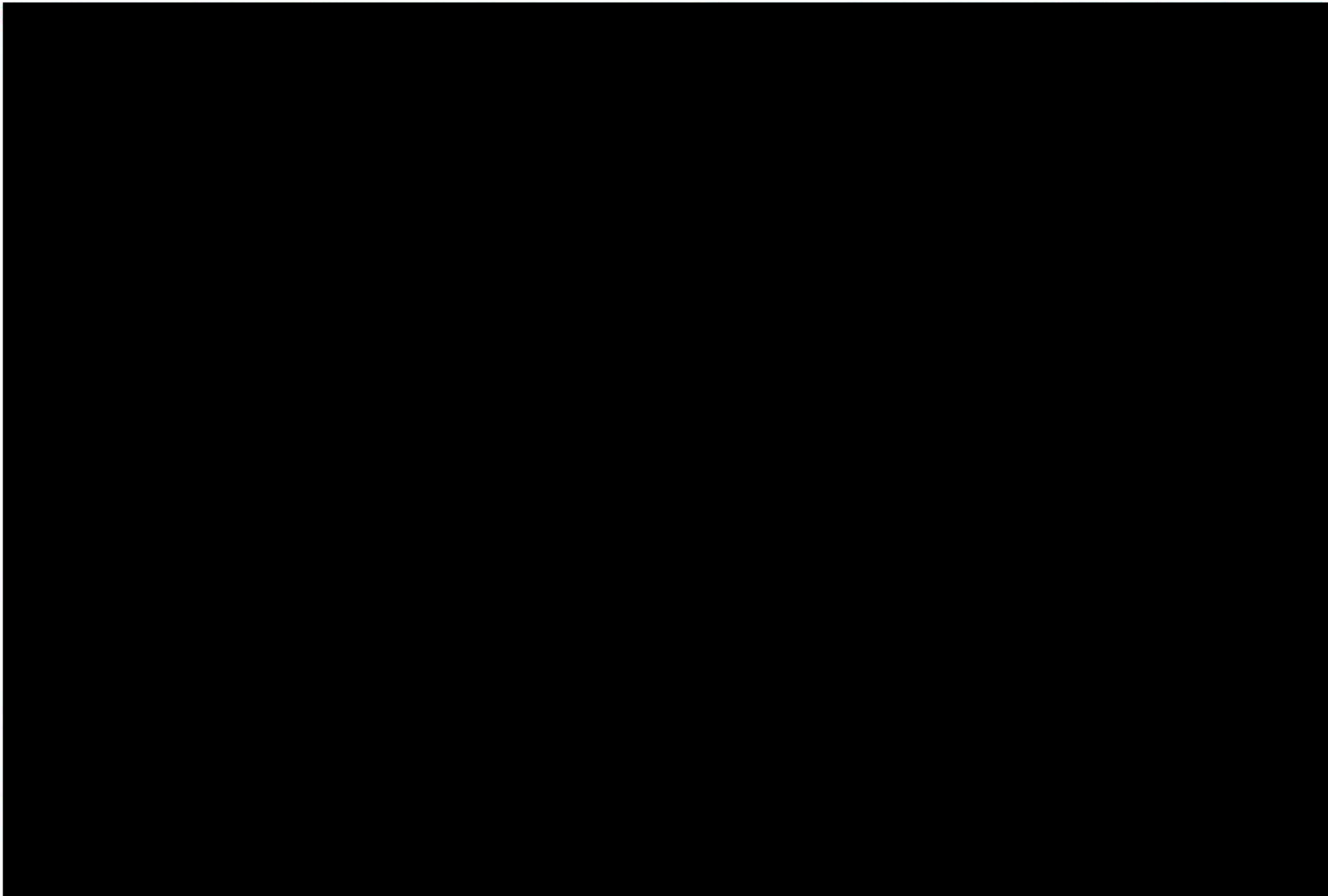
01 Mortdale Maintenance Centre

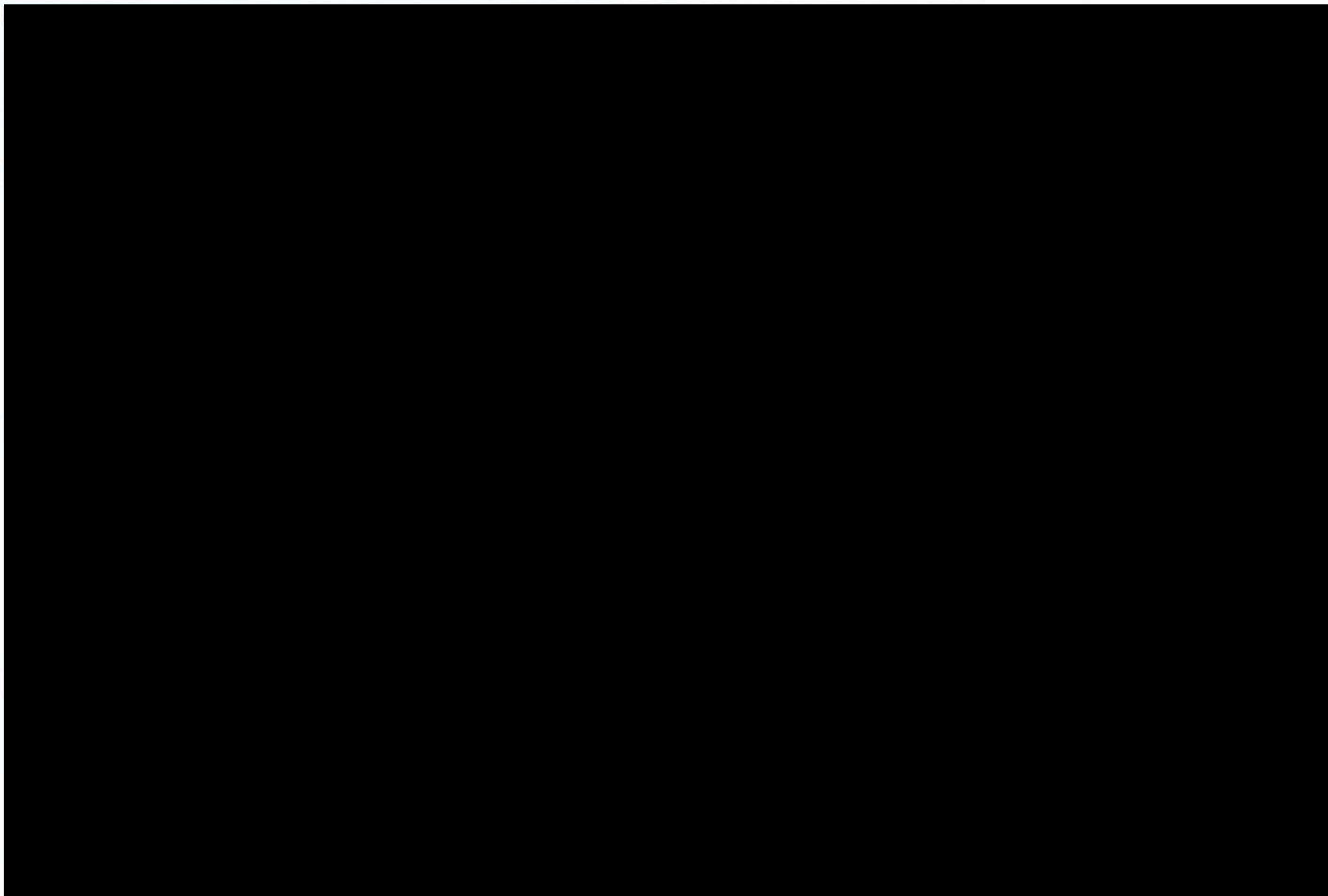
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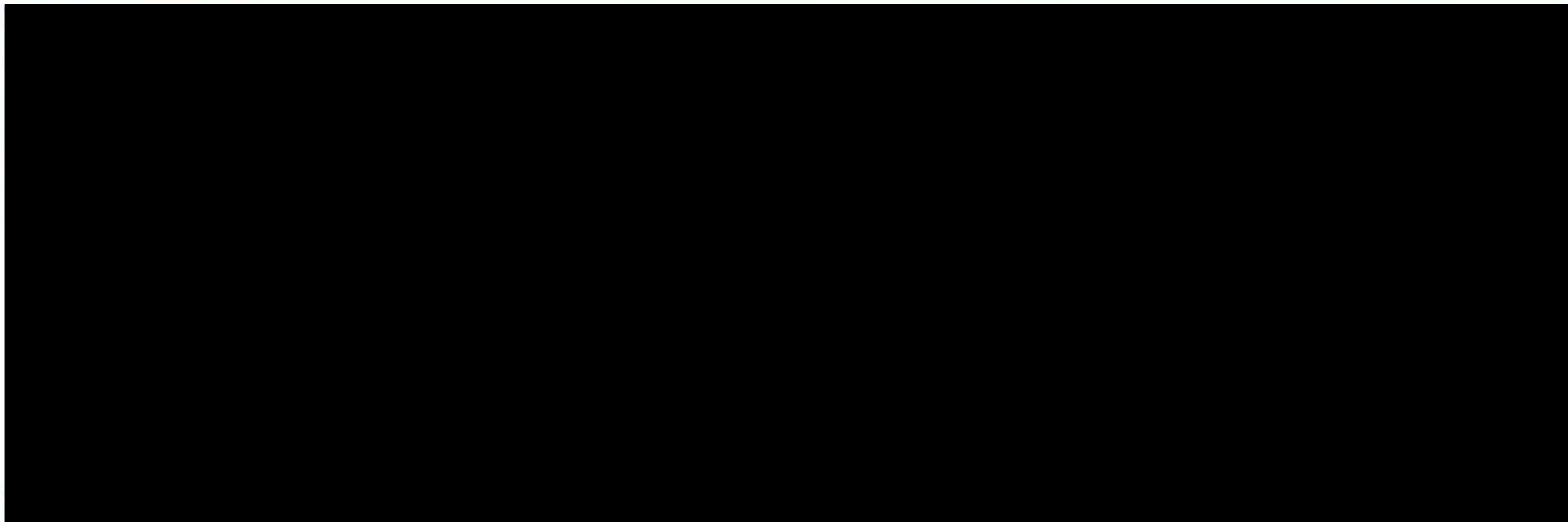




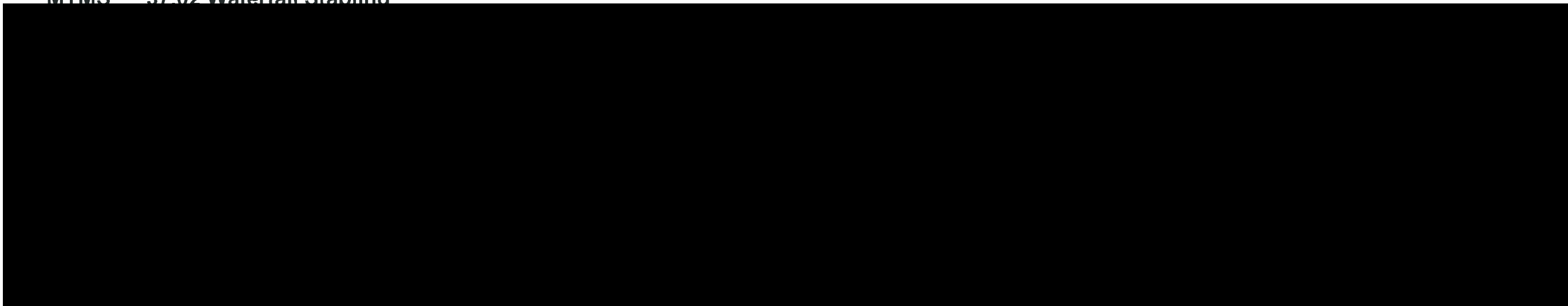








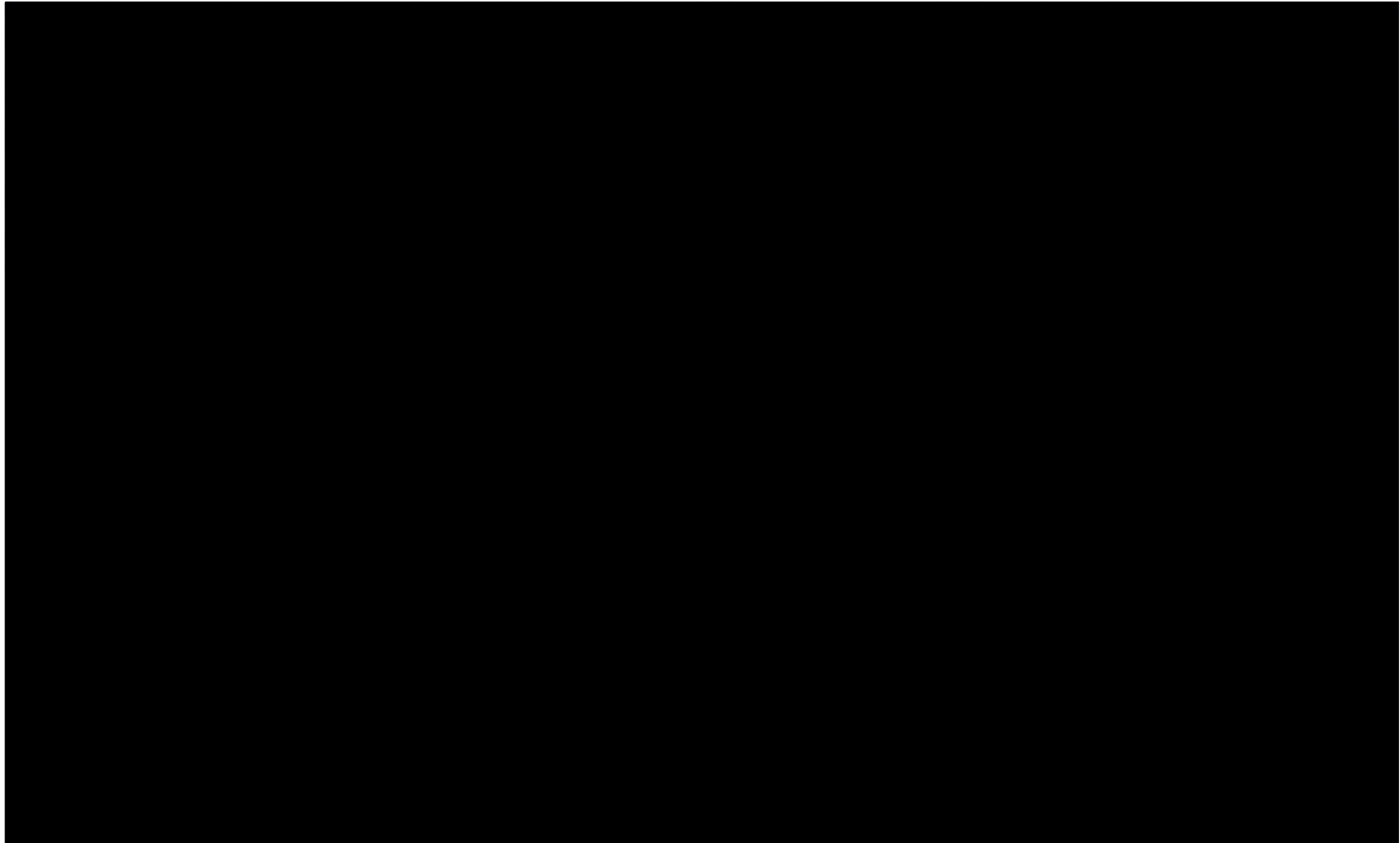
MTMS 37.02 Waterfall Stabling

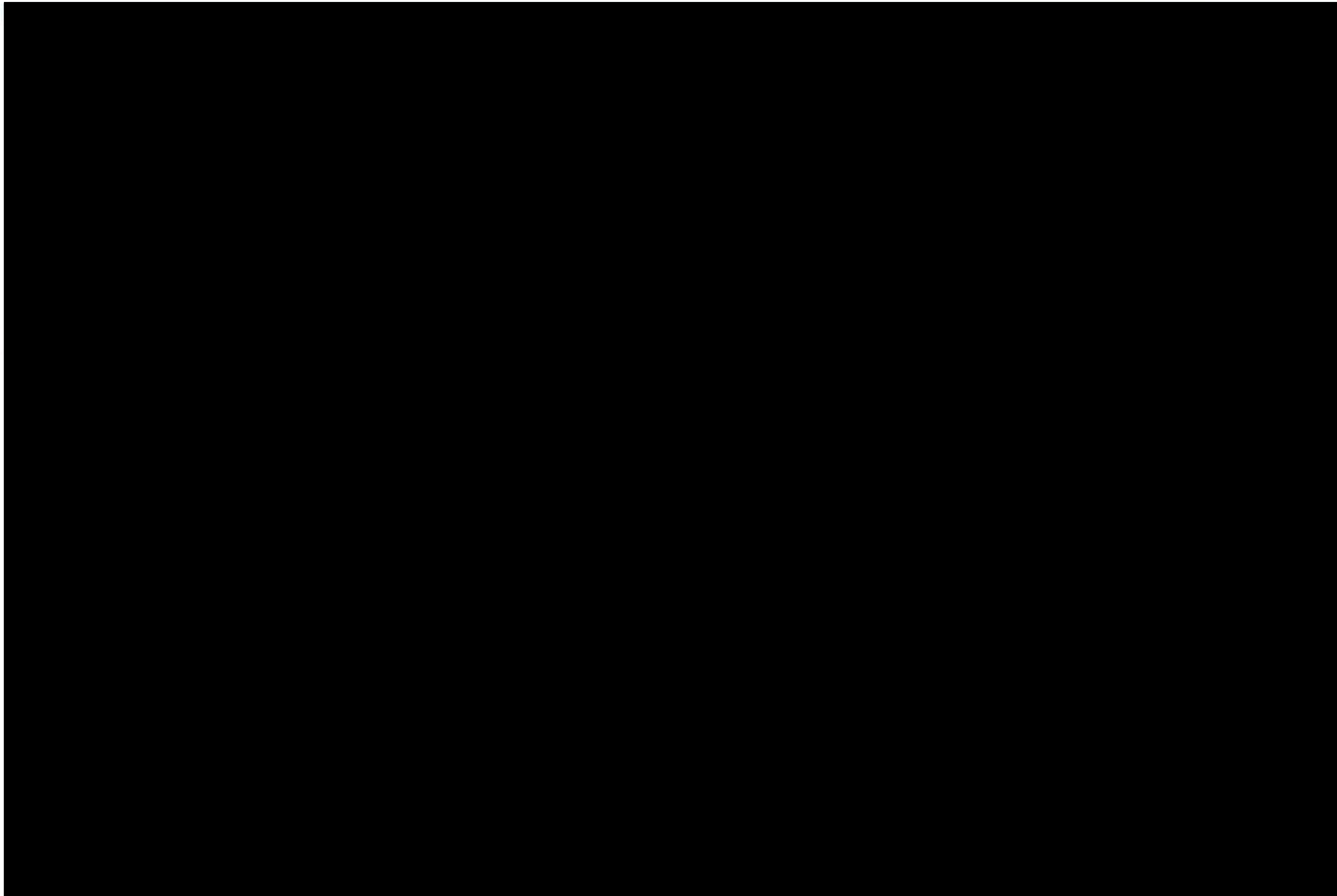


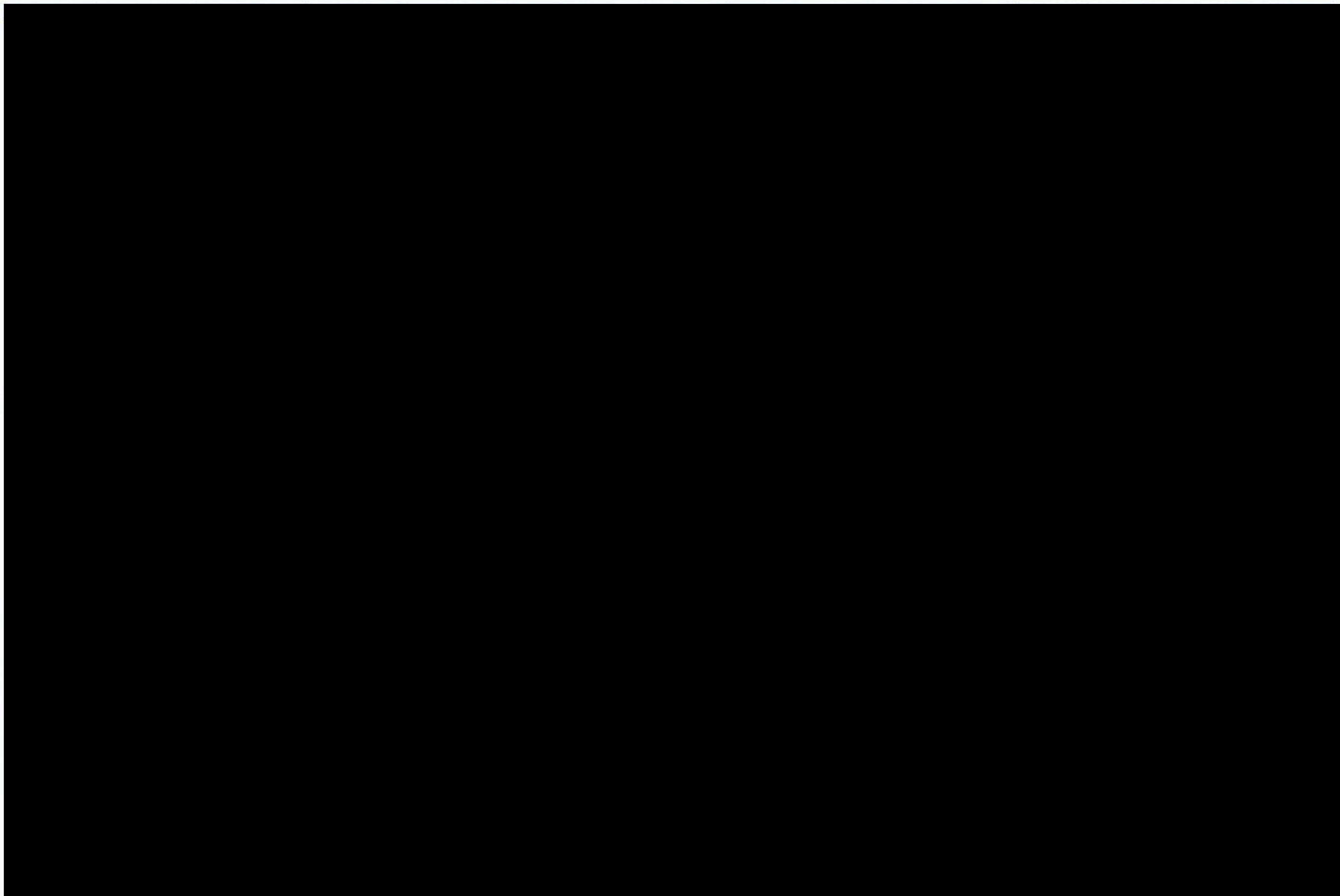
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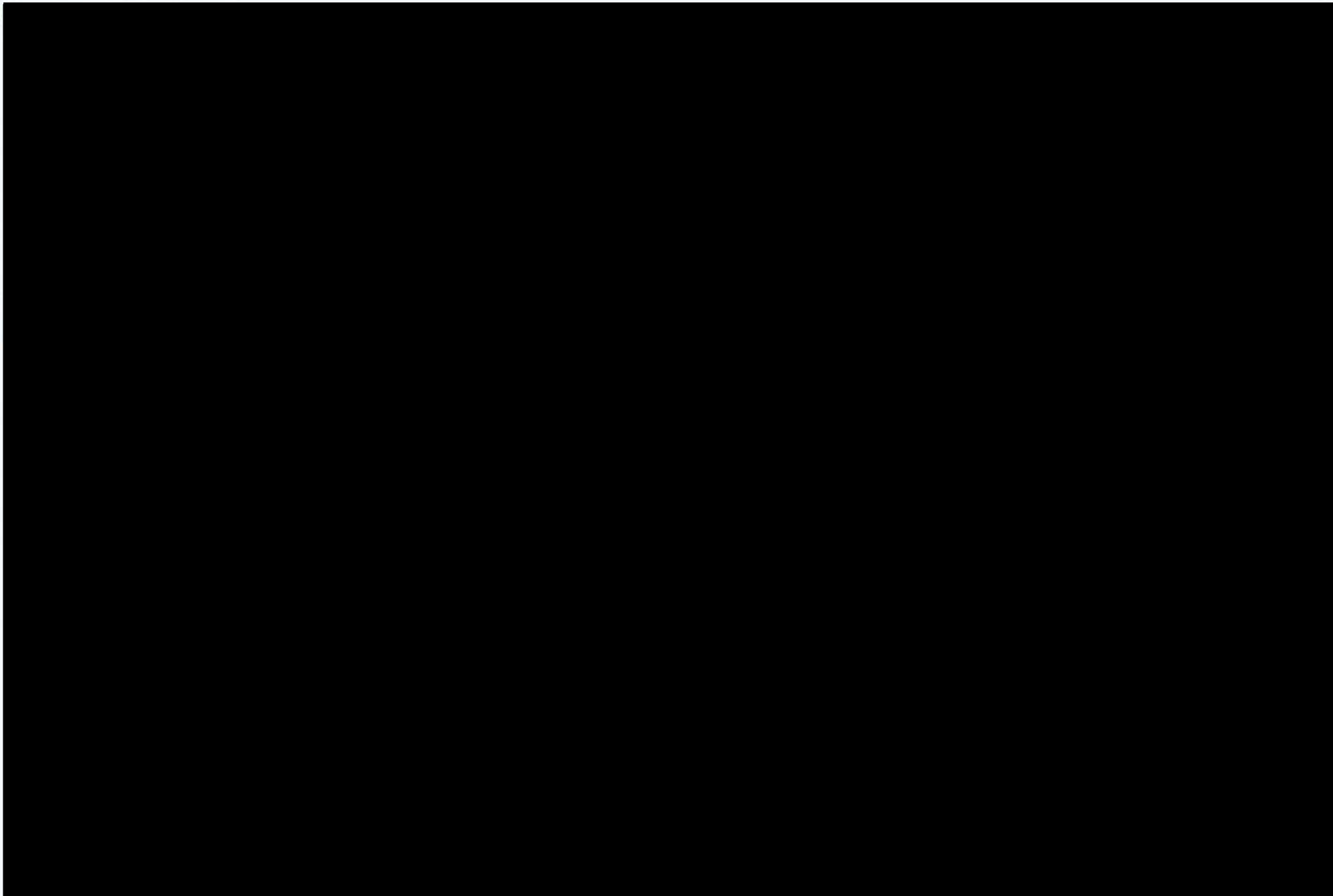
02 Waterfall Stabling

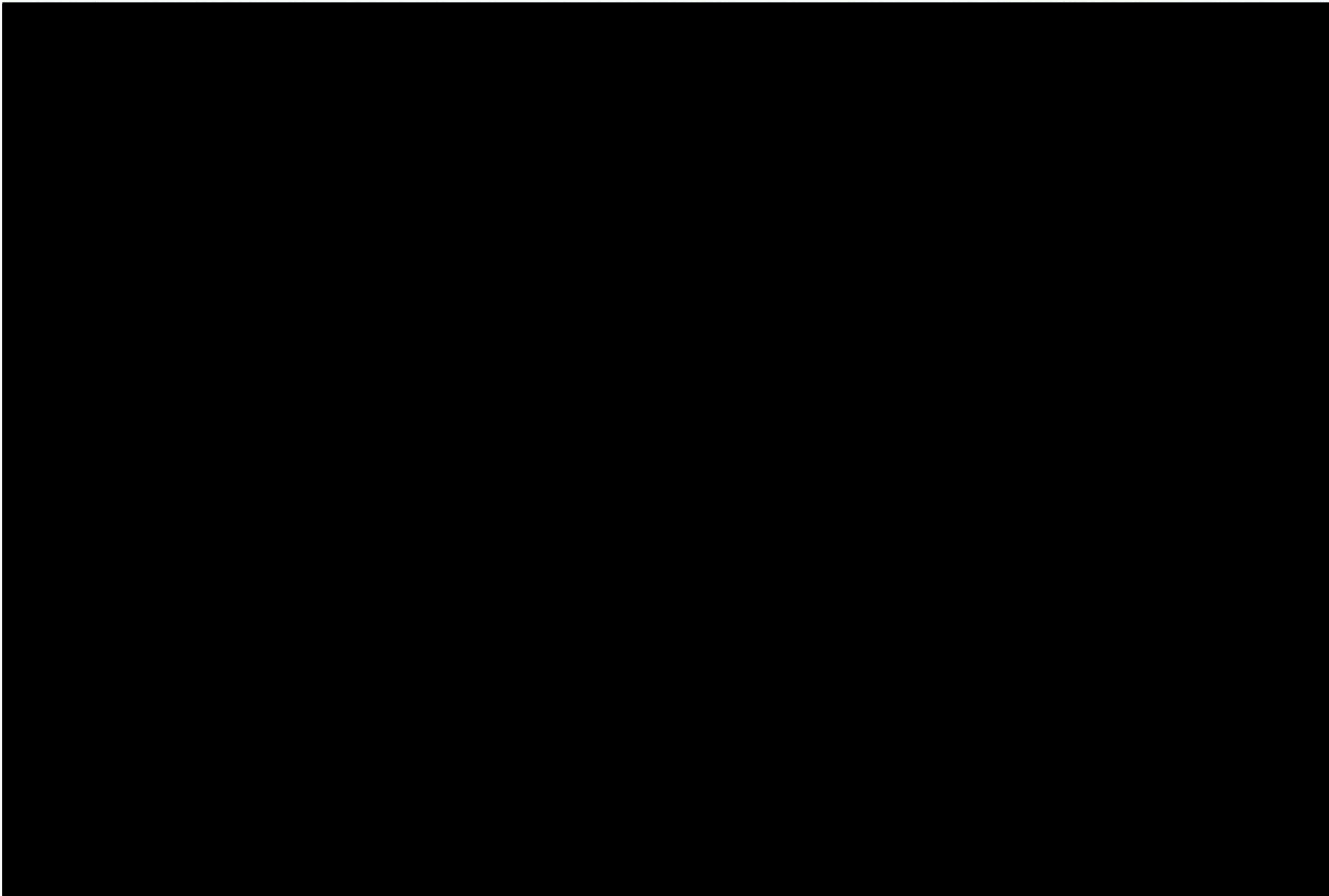
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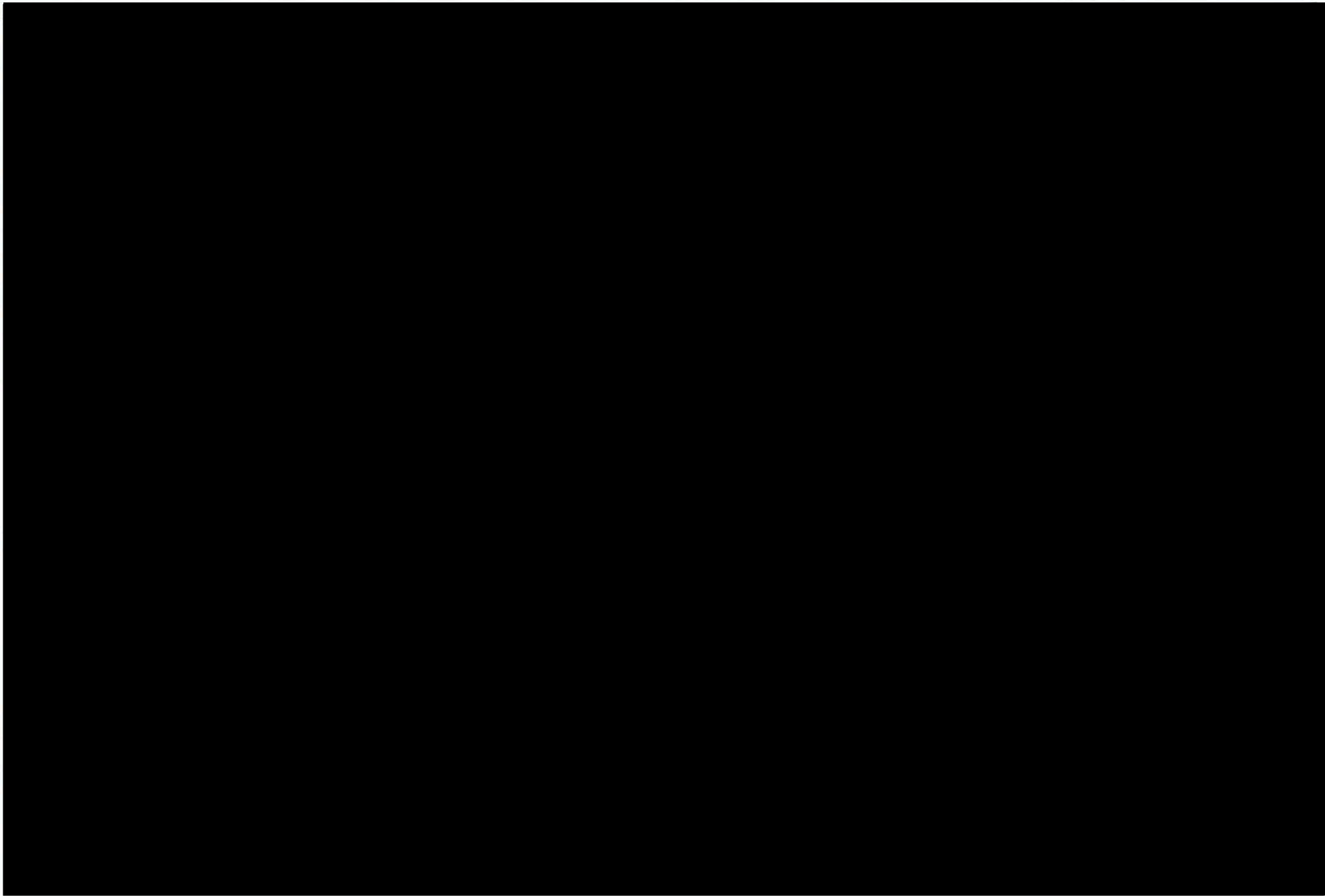


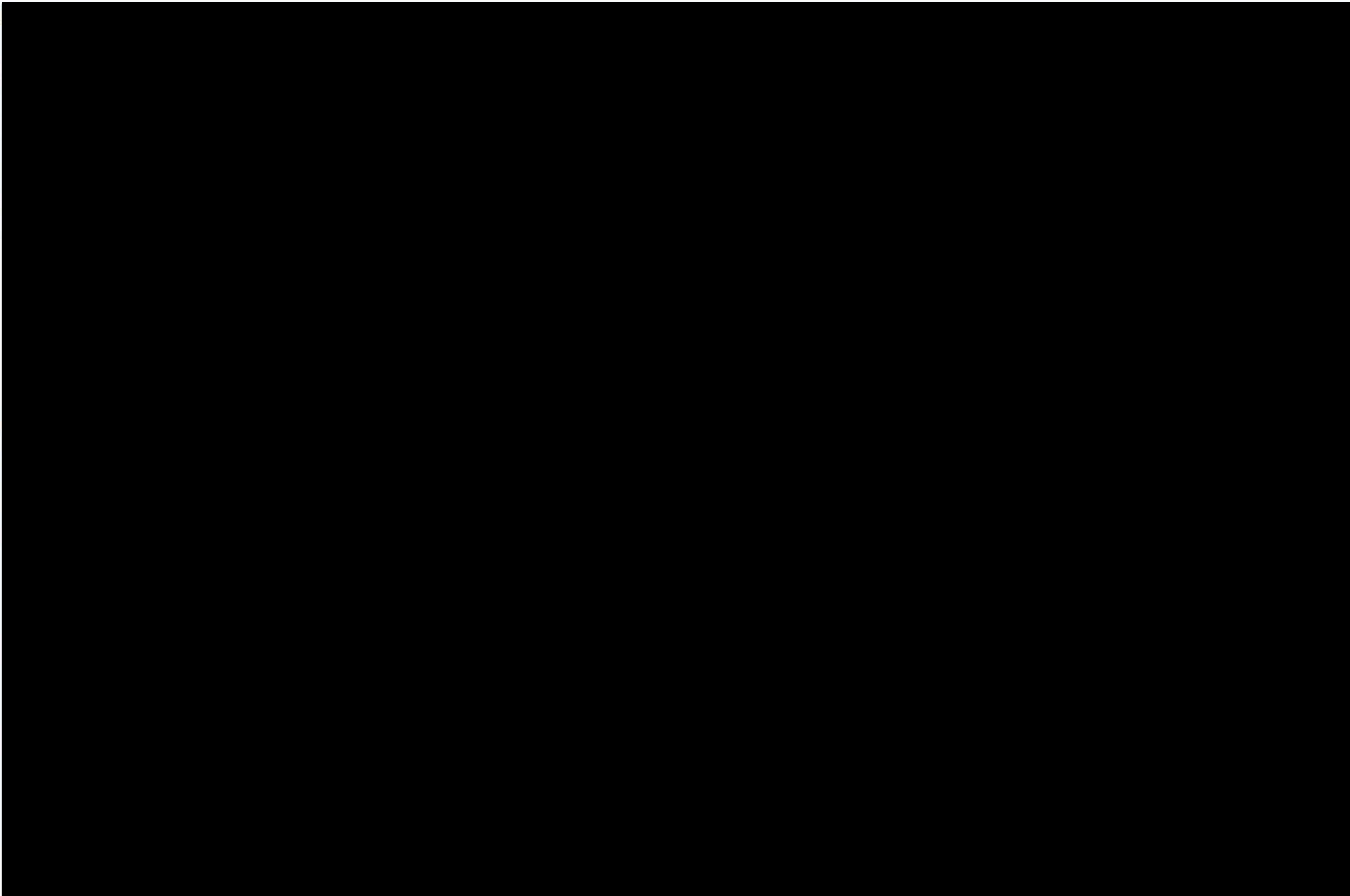


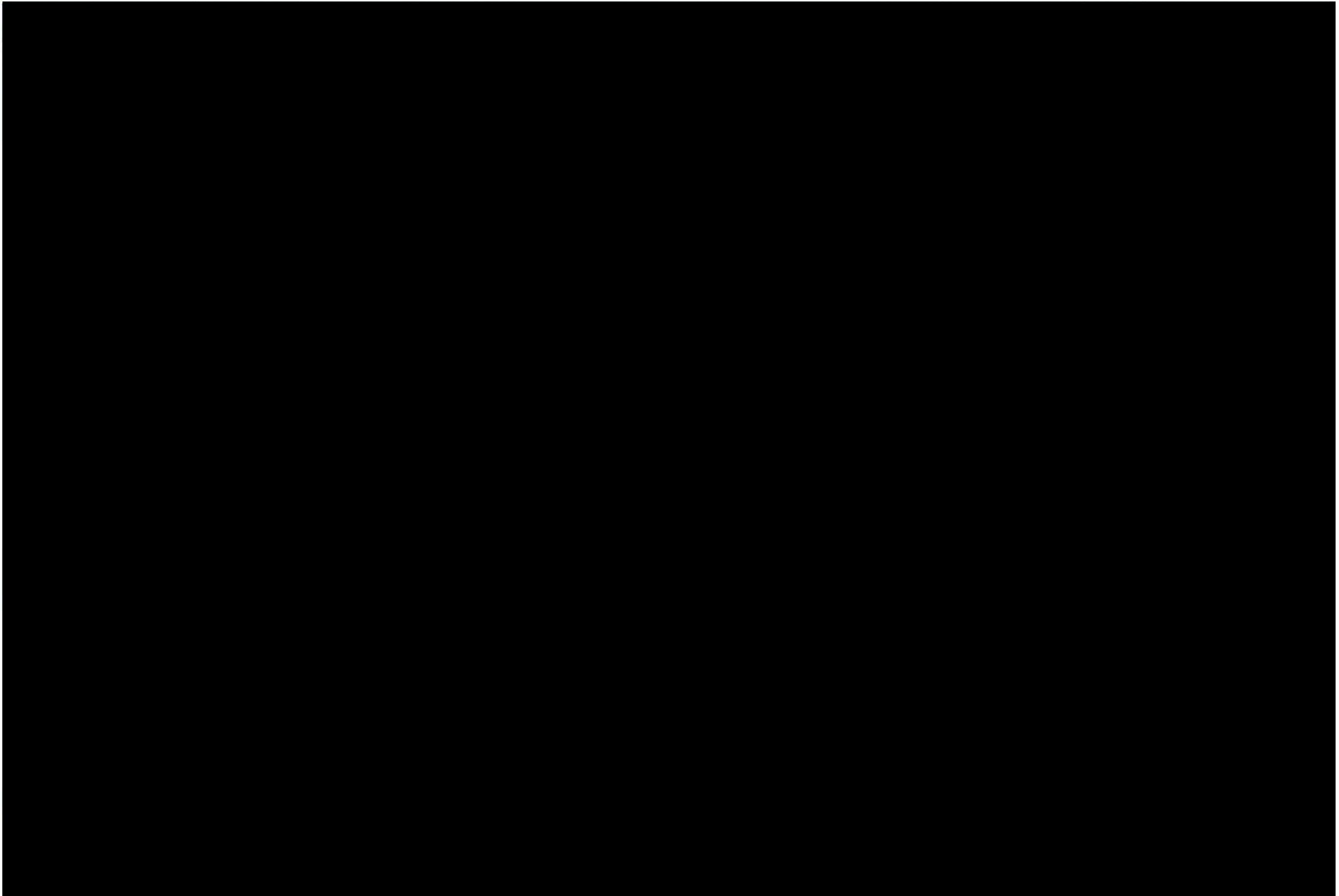


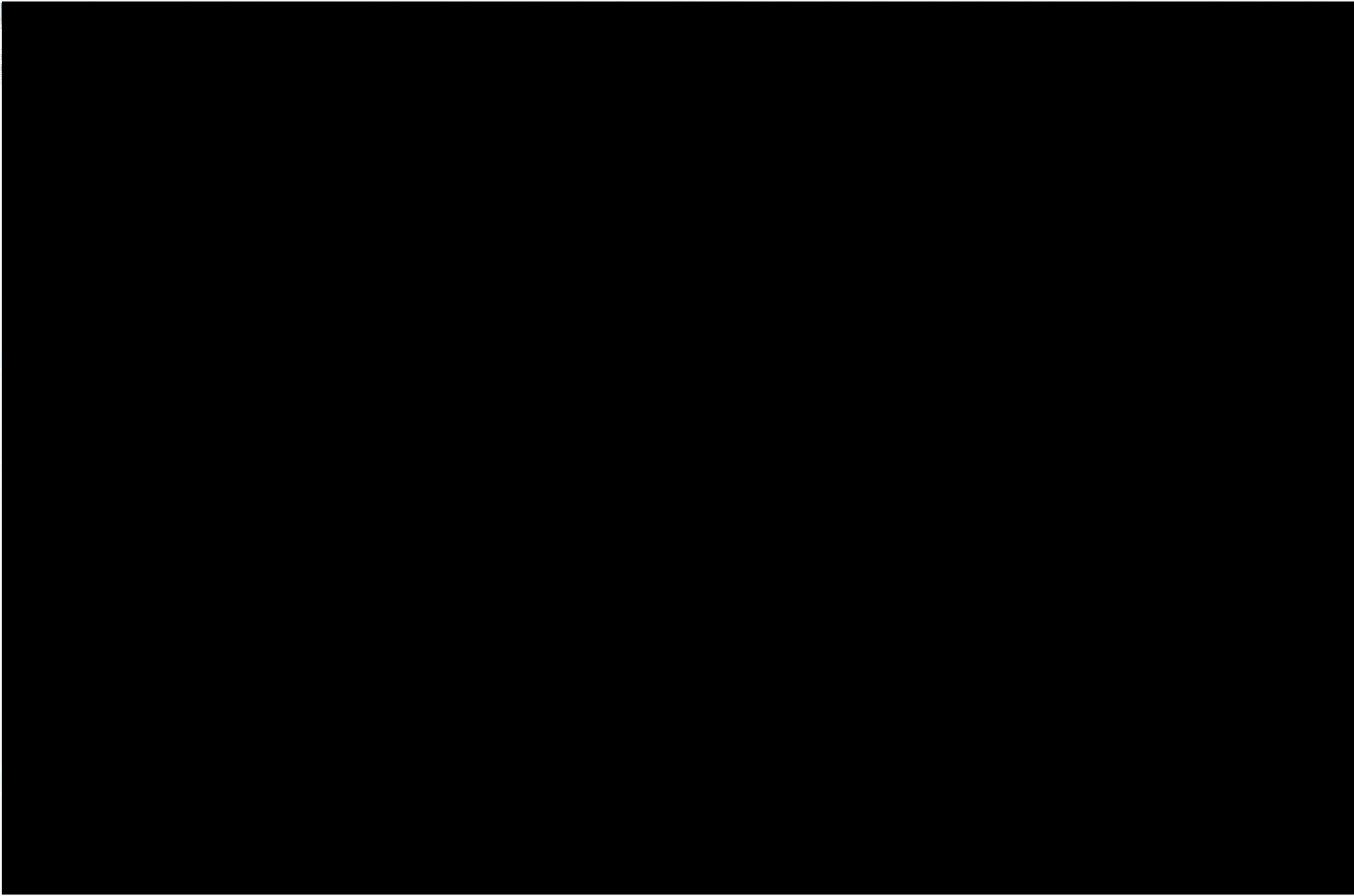


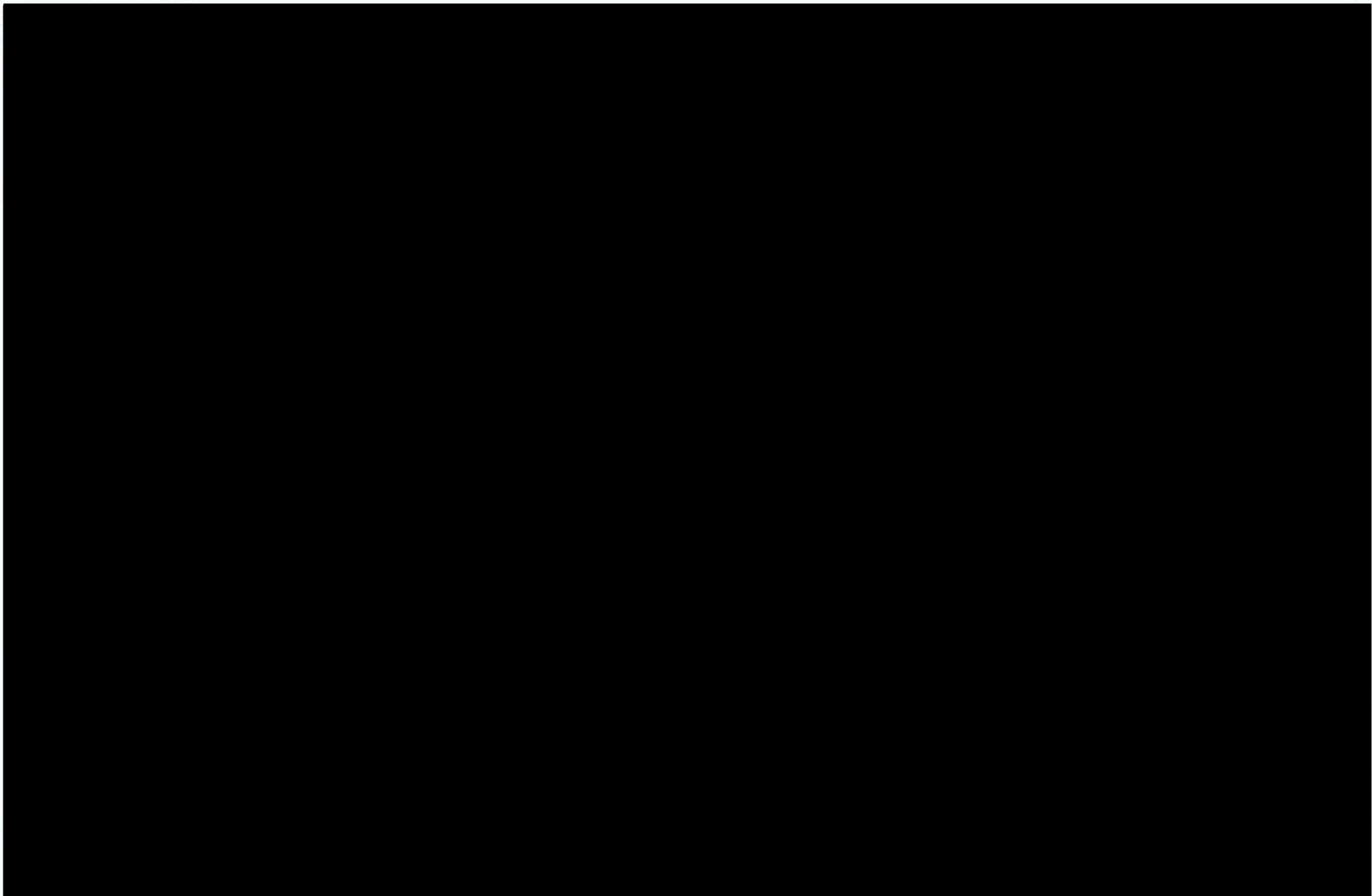


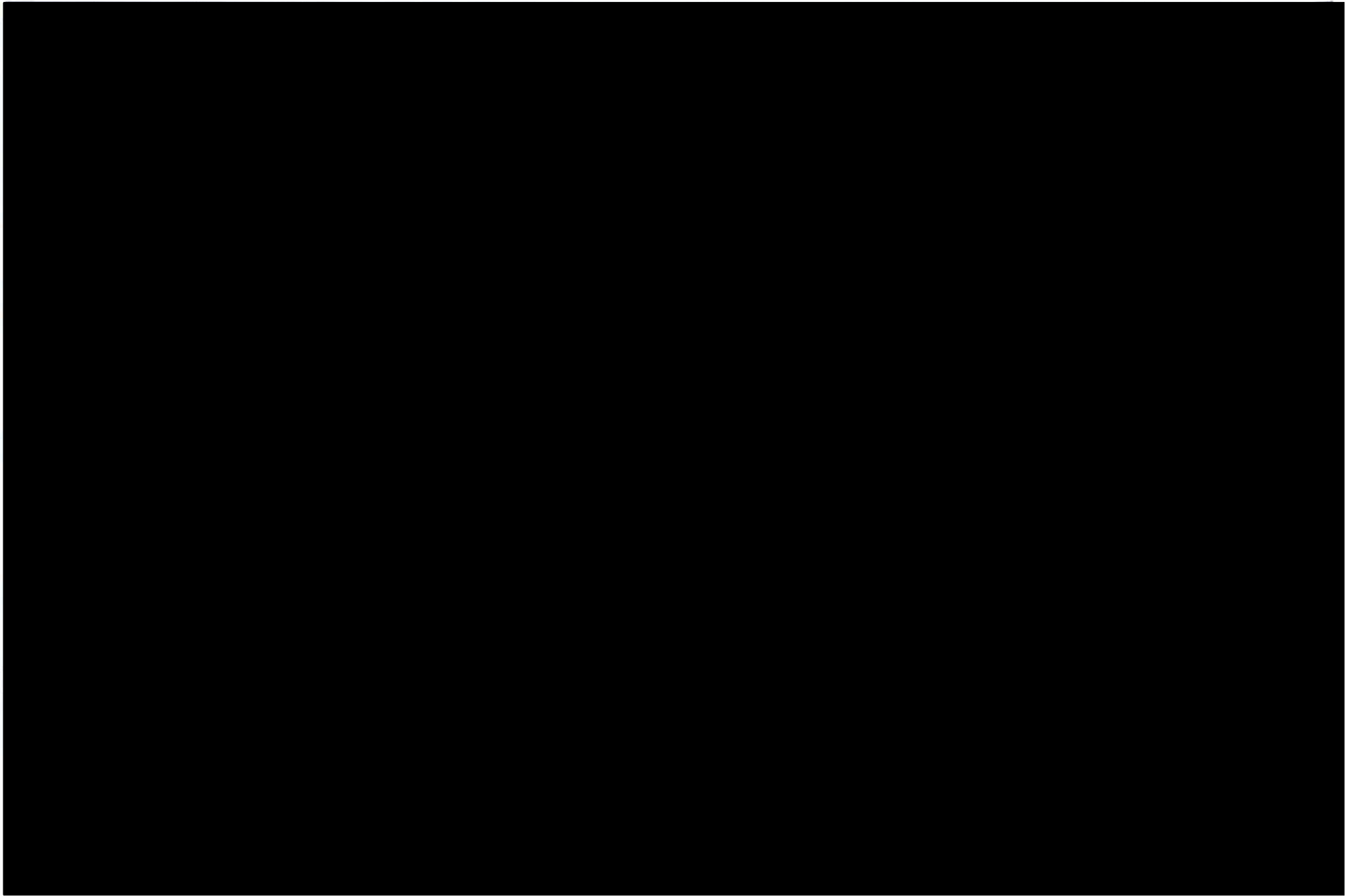


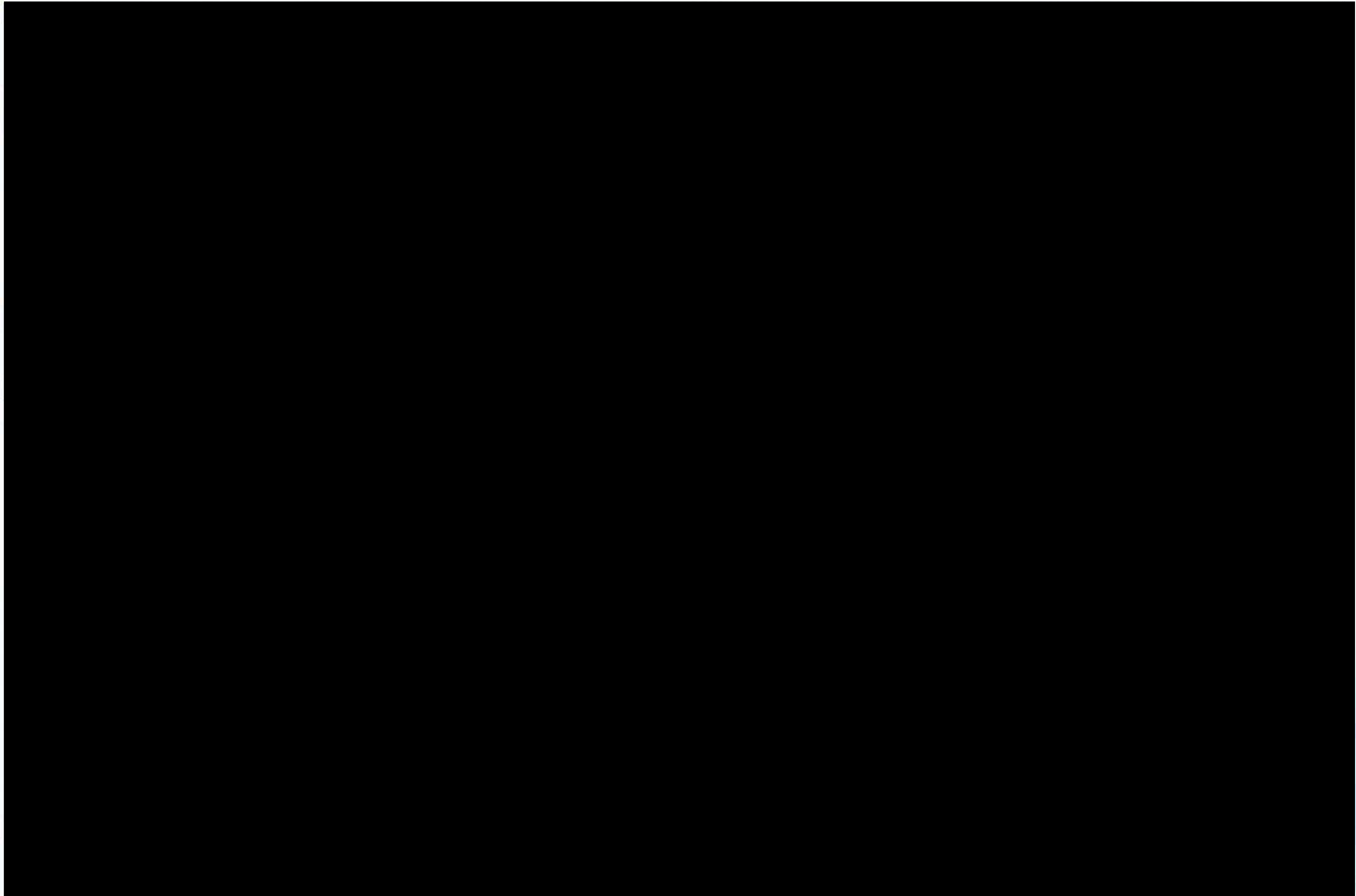




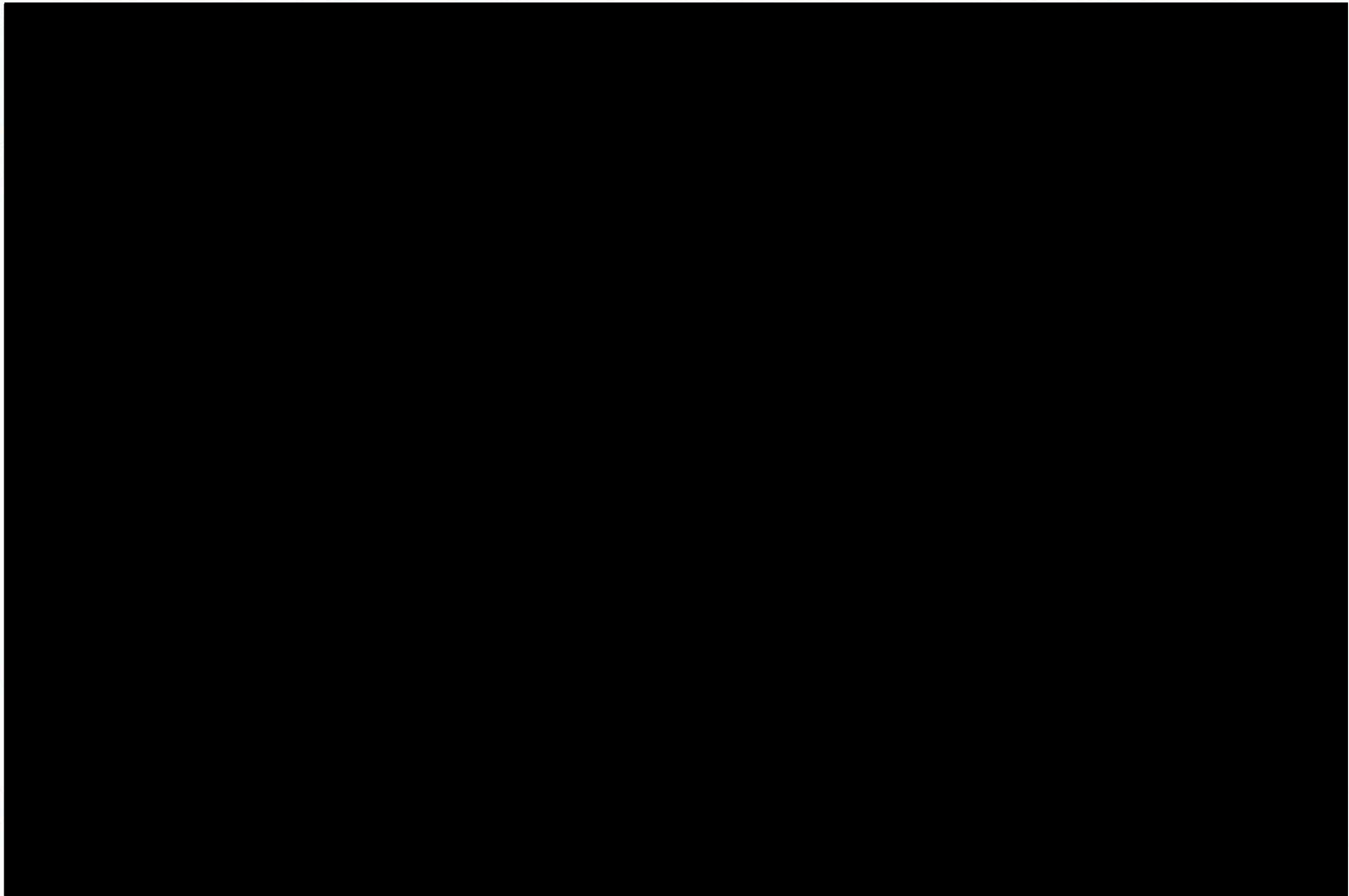


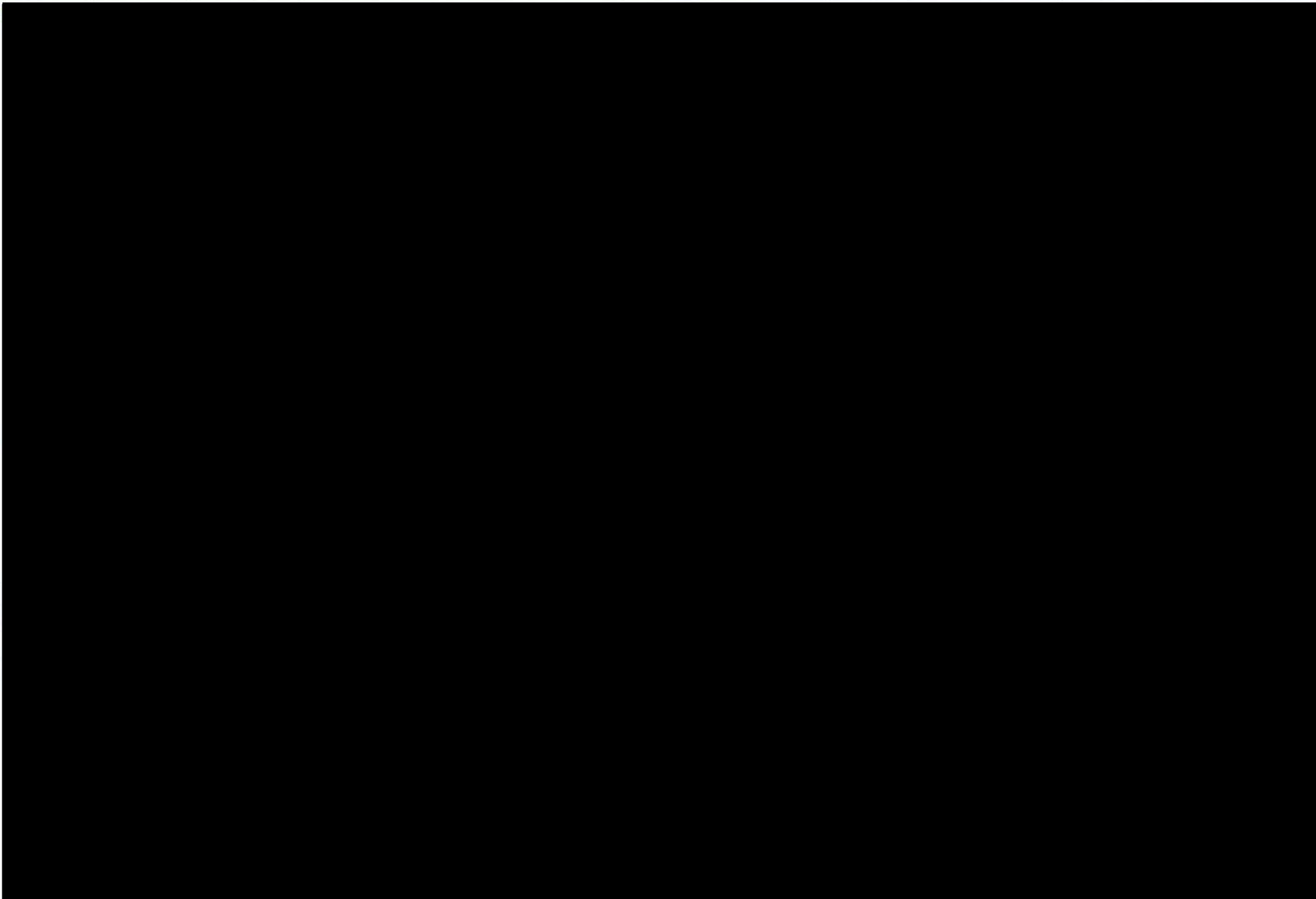


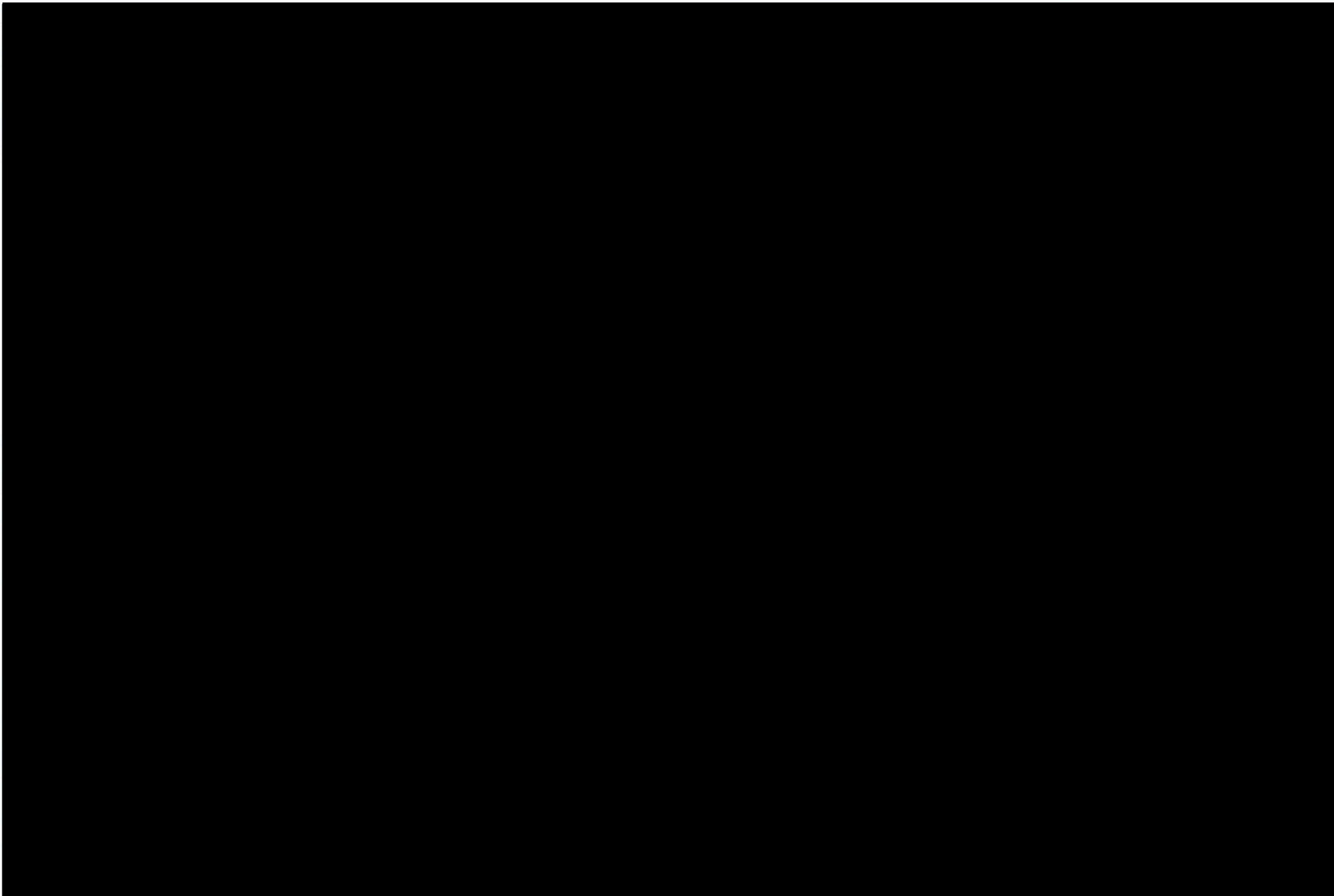






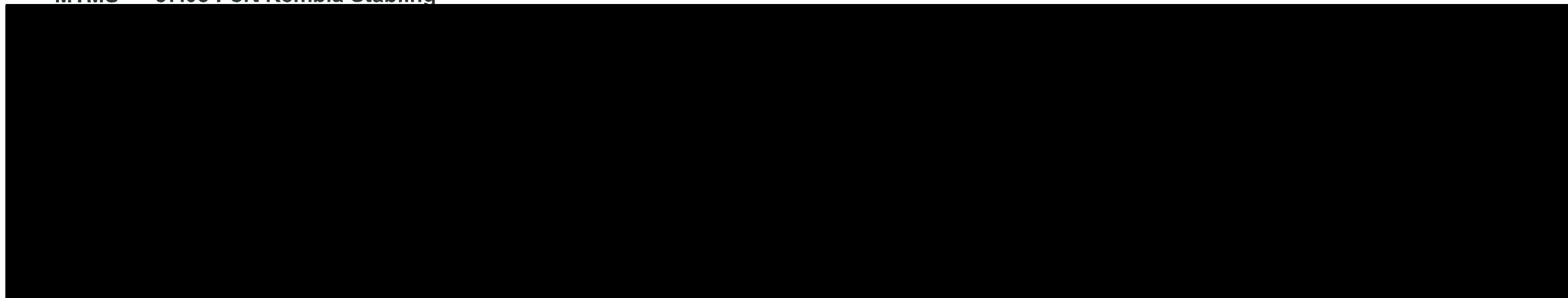








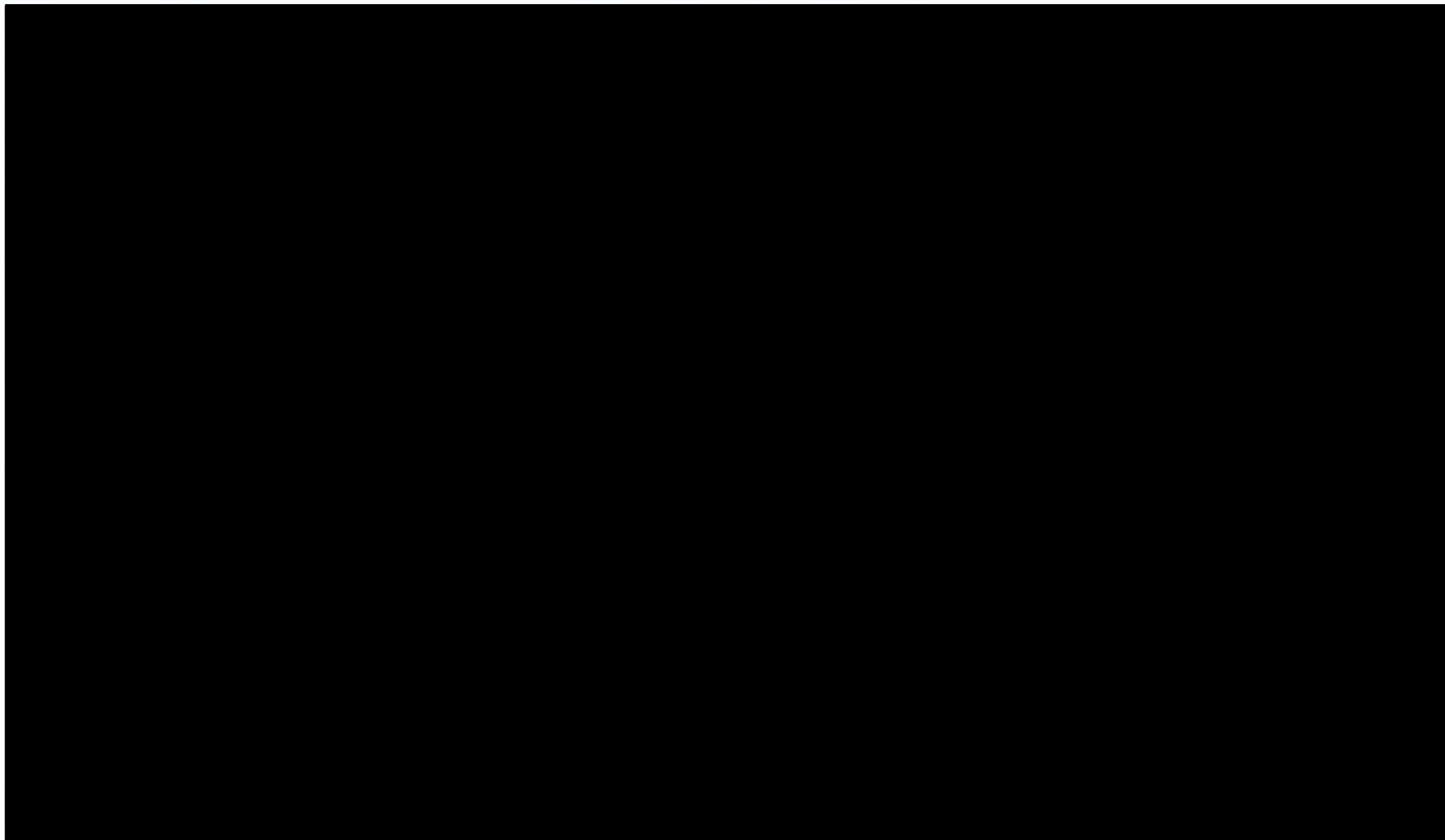
MTMS 37.03 Port Kembla Stabling

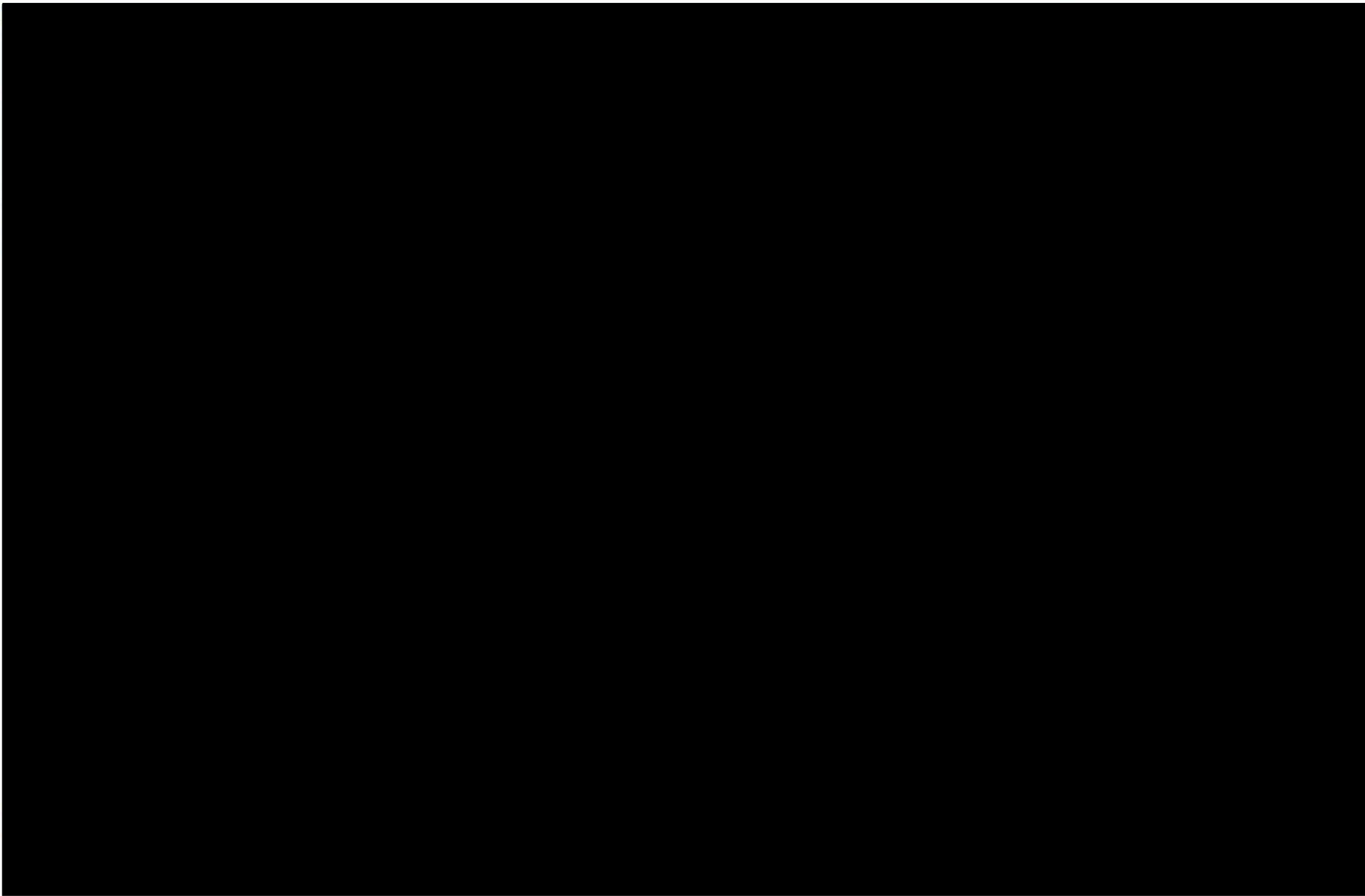


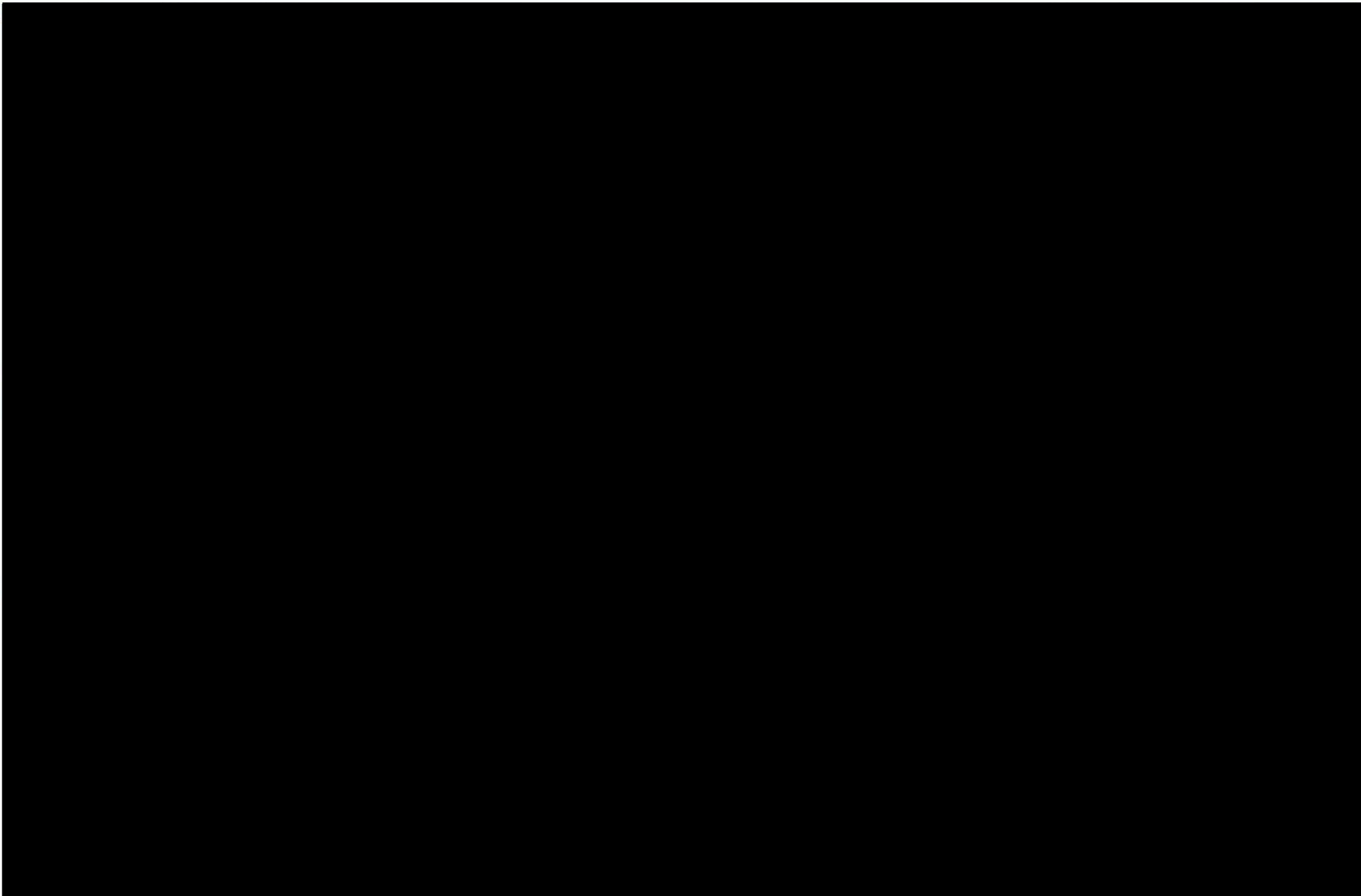
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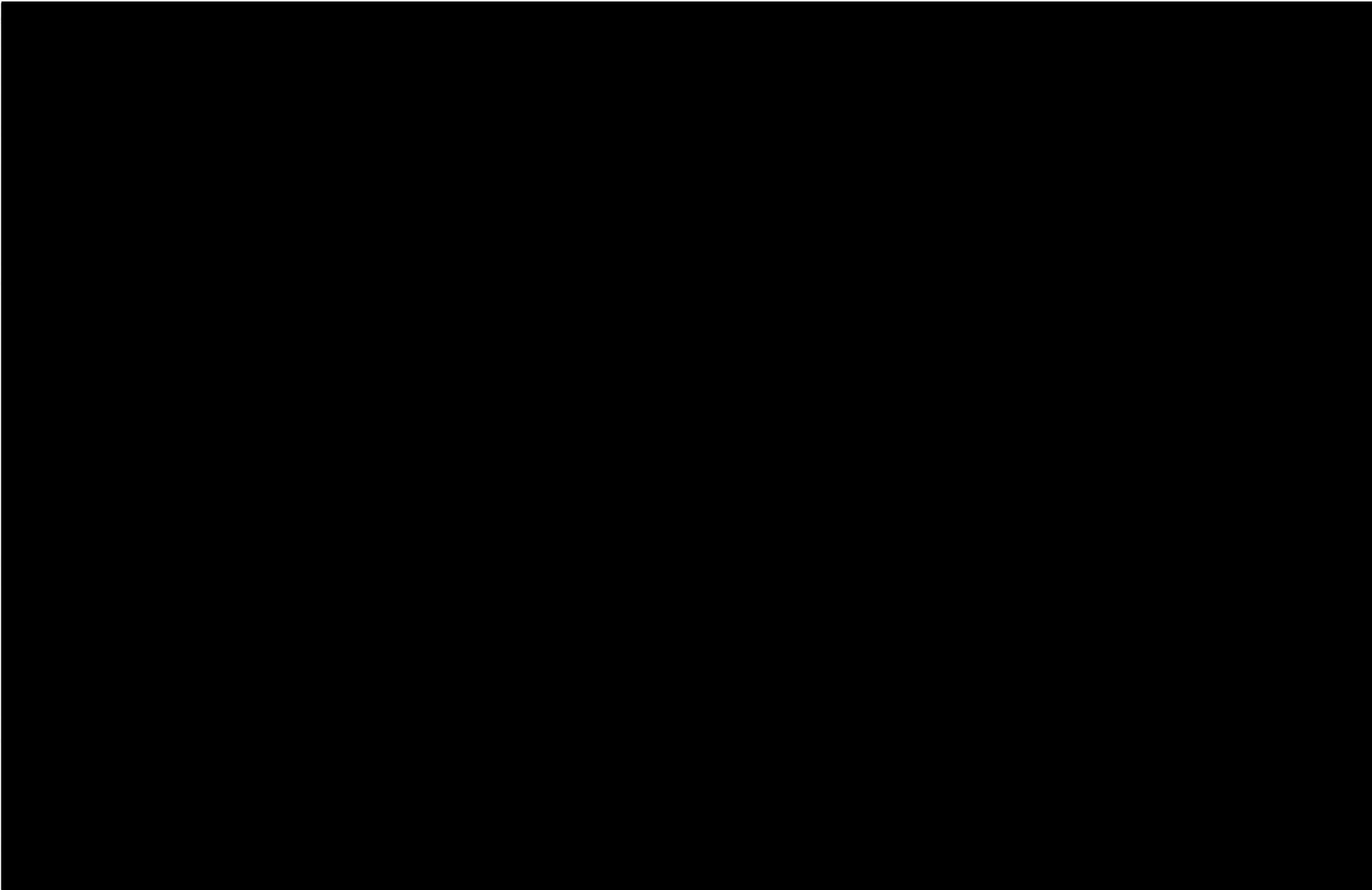
03 Port Kembla Stabling Yard

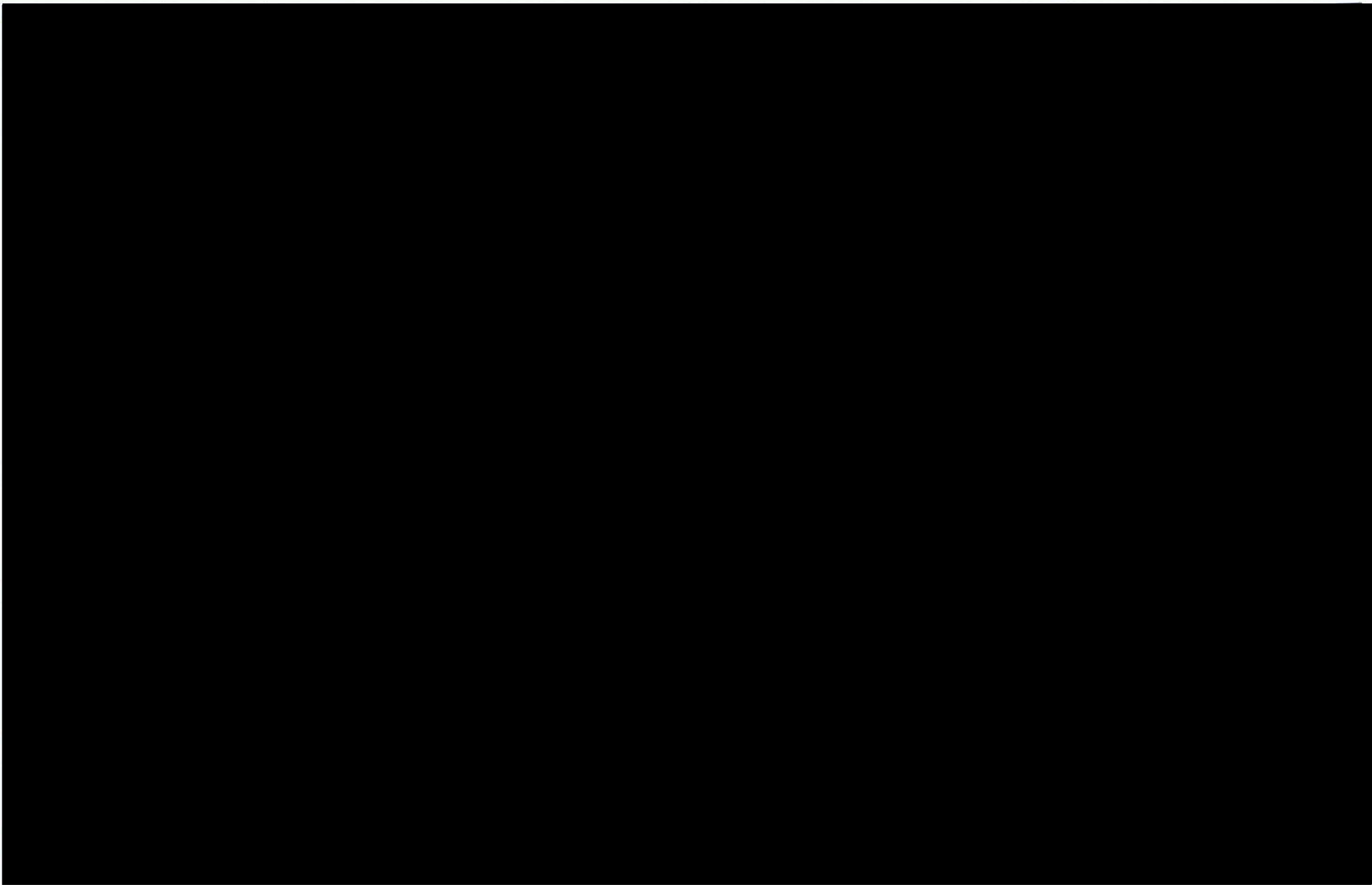
NOTE: Any activity stated which is not applicable to the project please label N/A

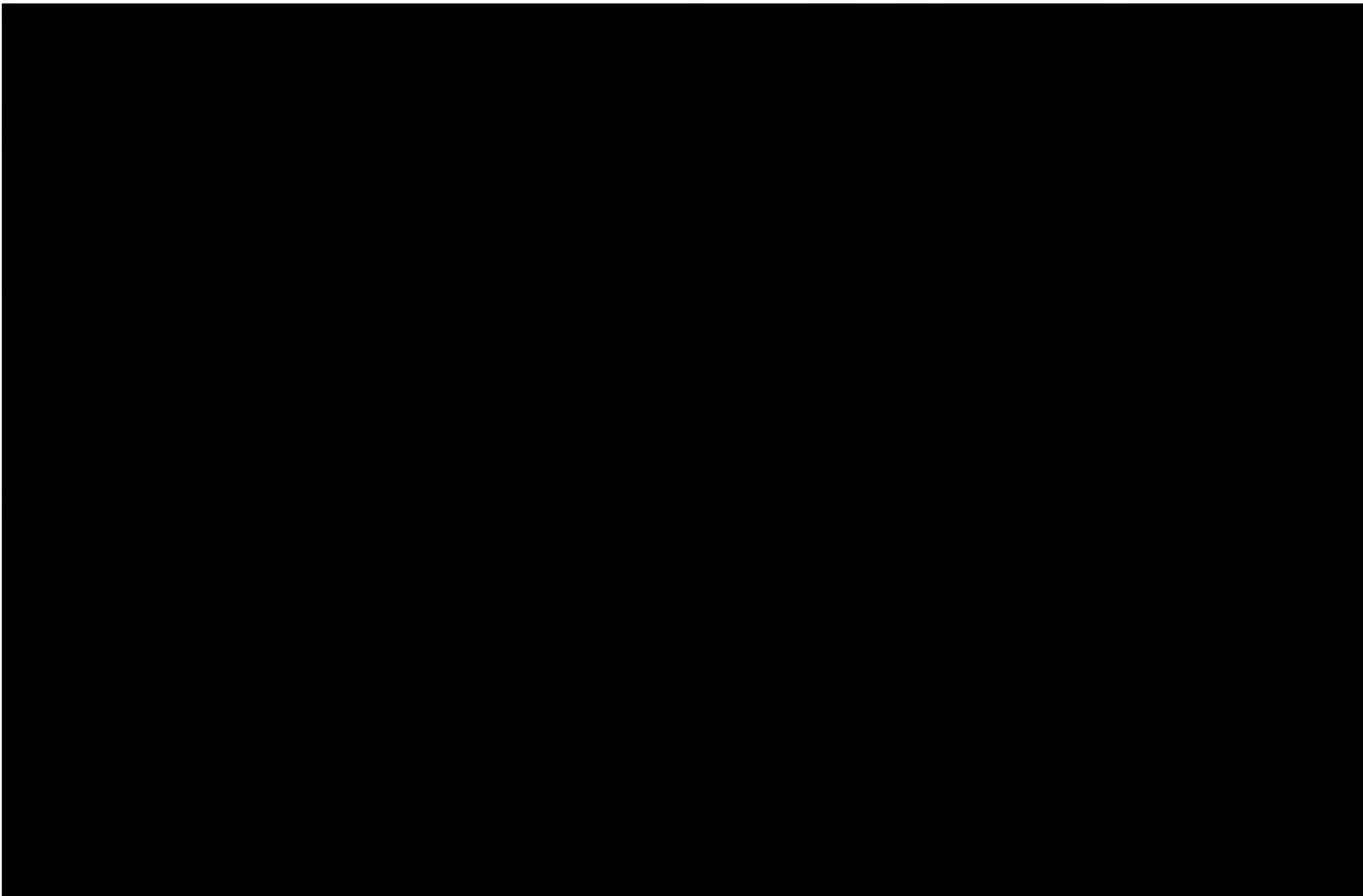


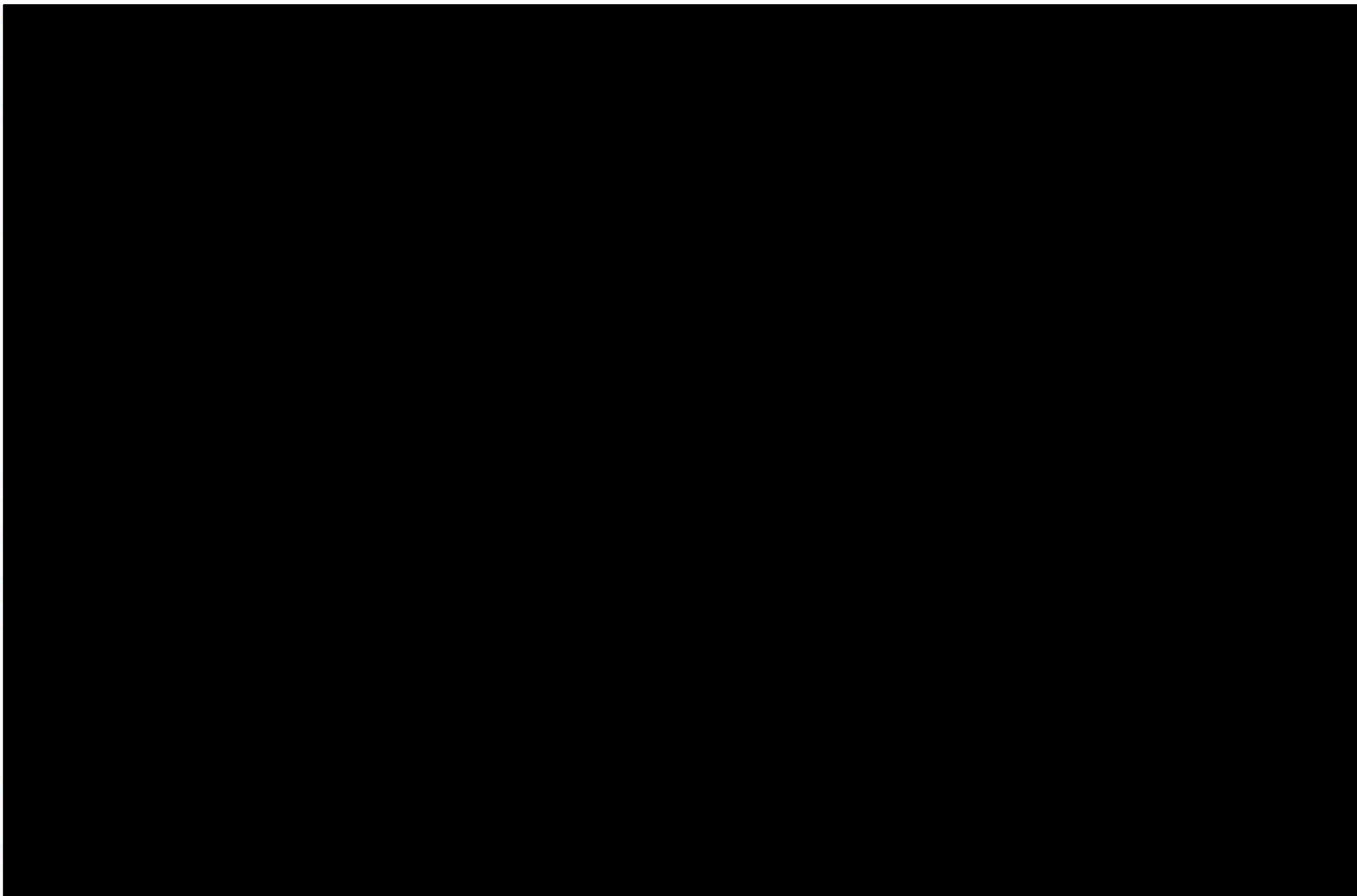


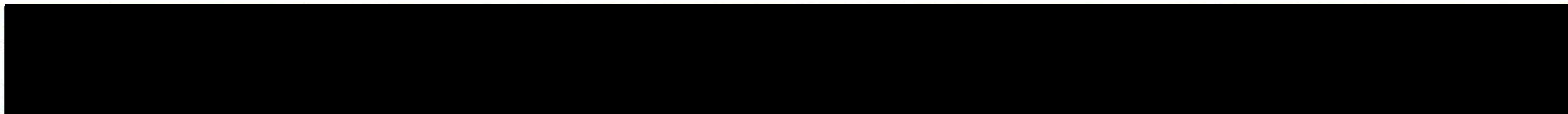




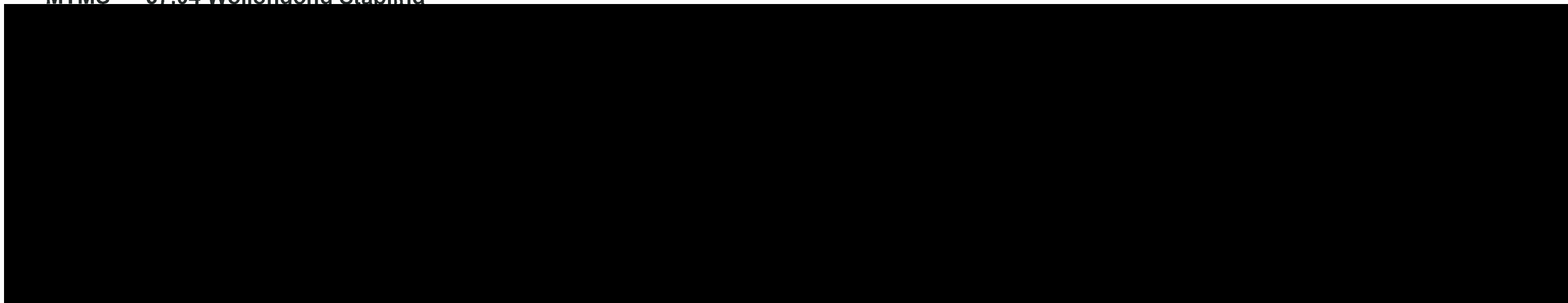








MTMS 37.04 Wollongong Stabling

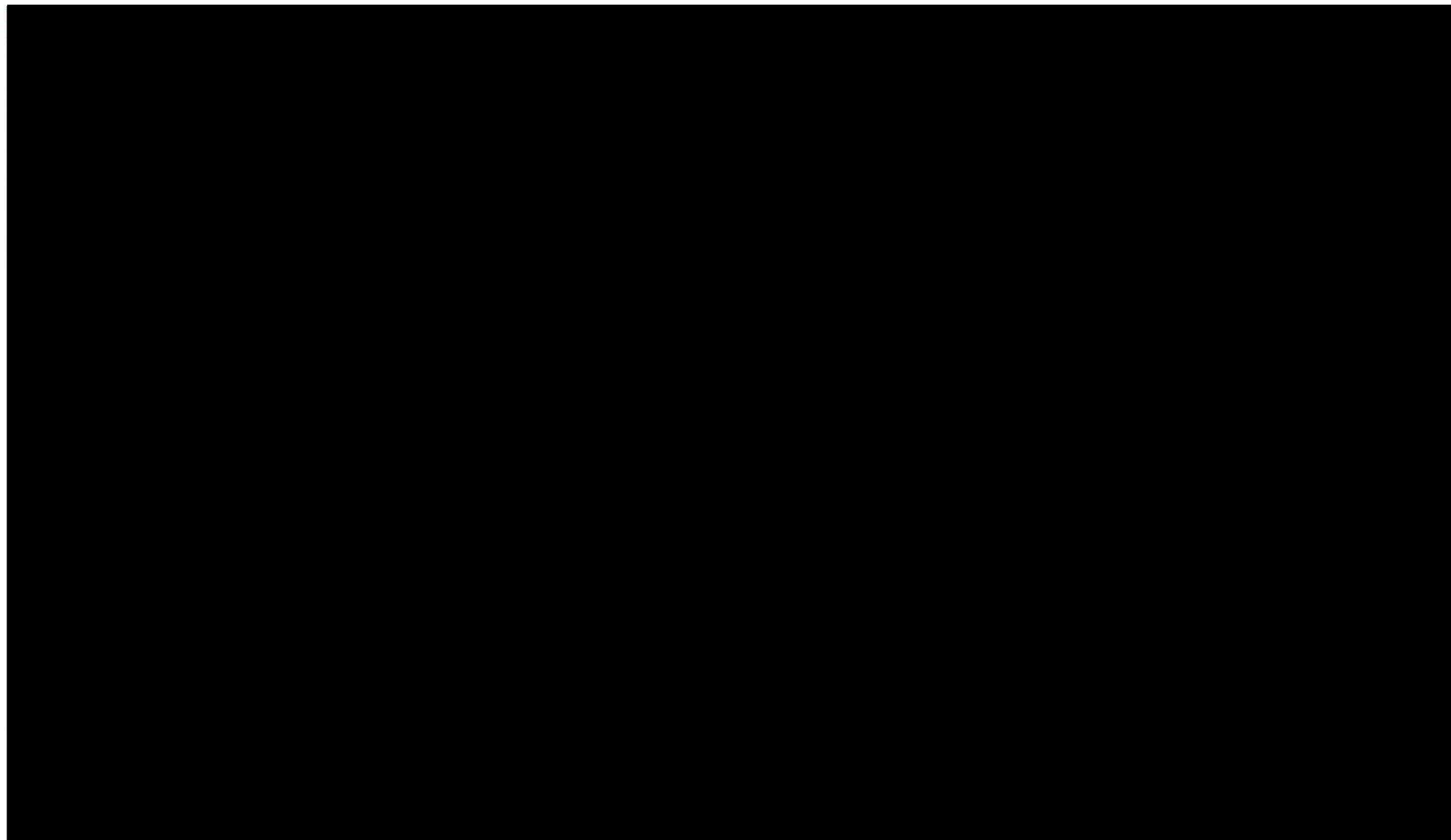


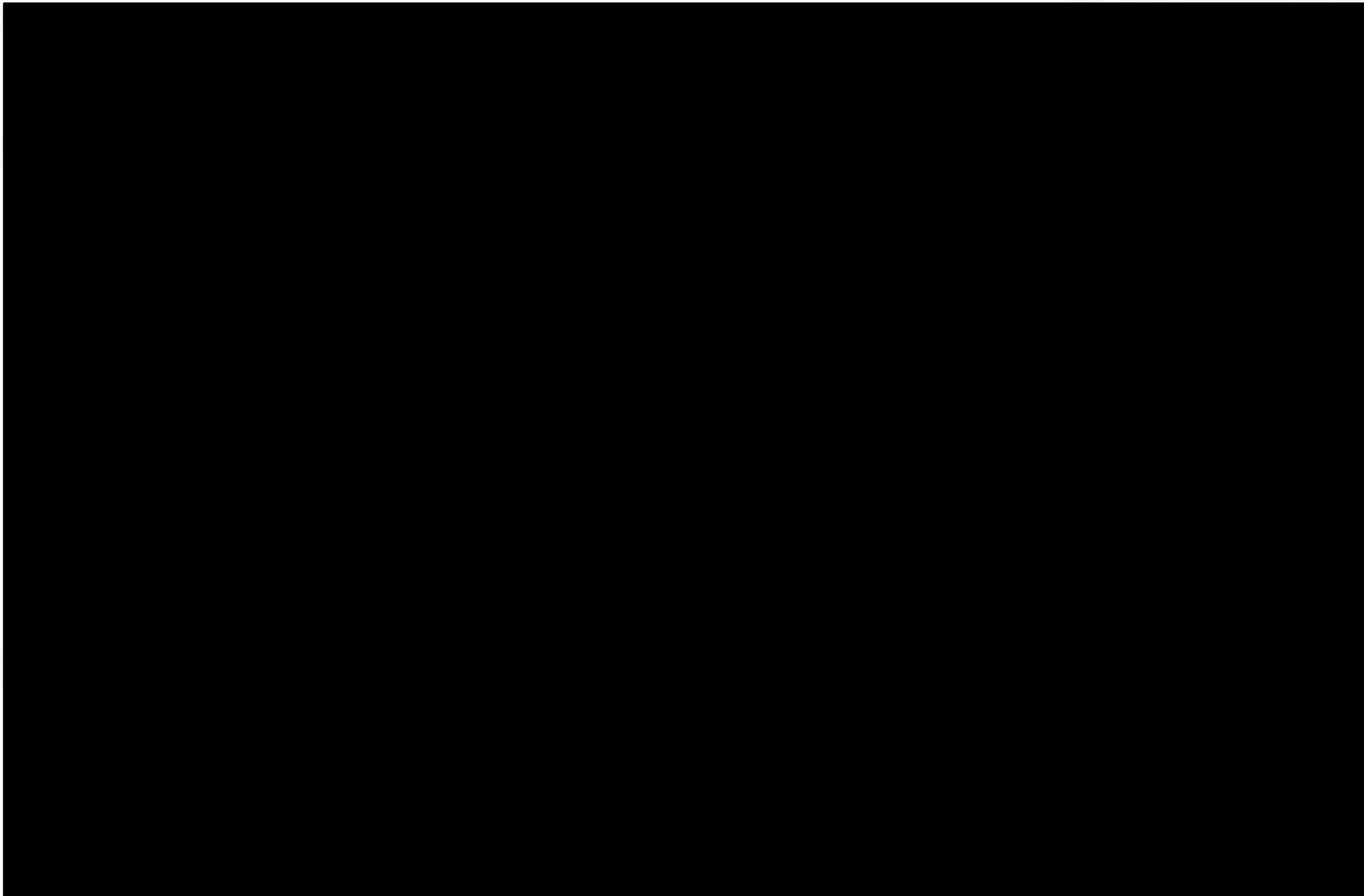
Direct Costs

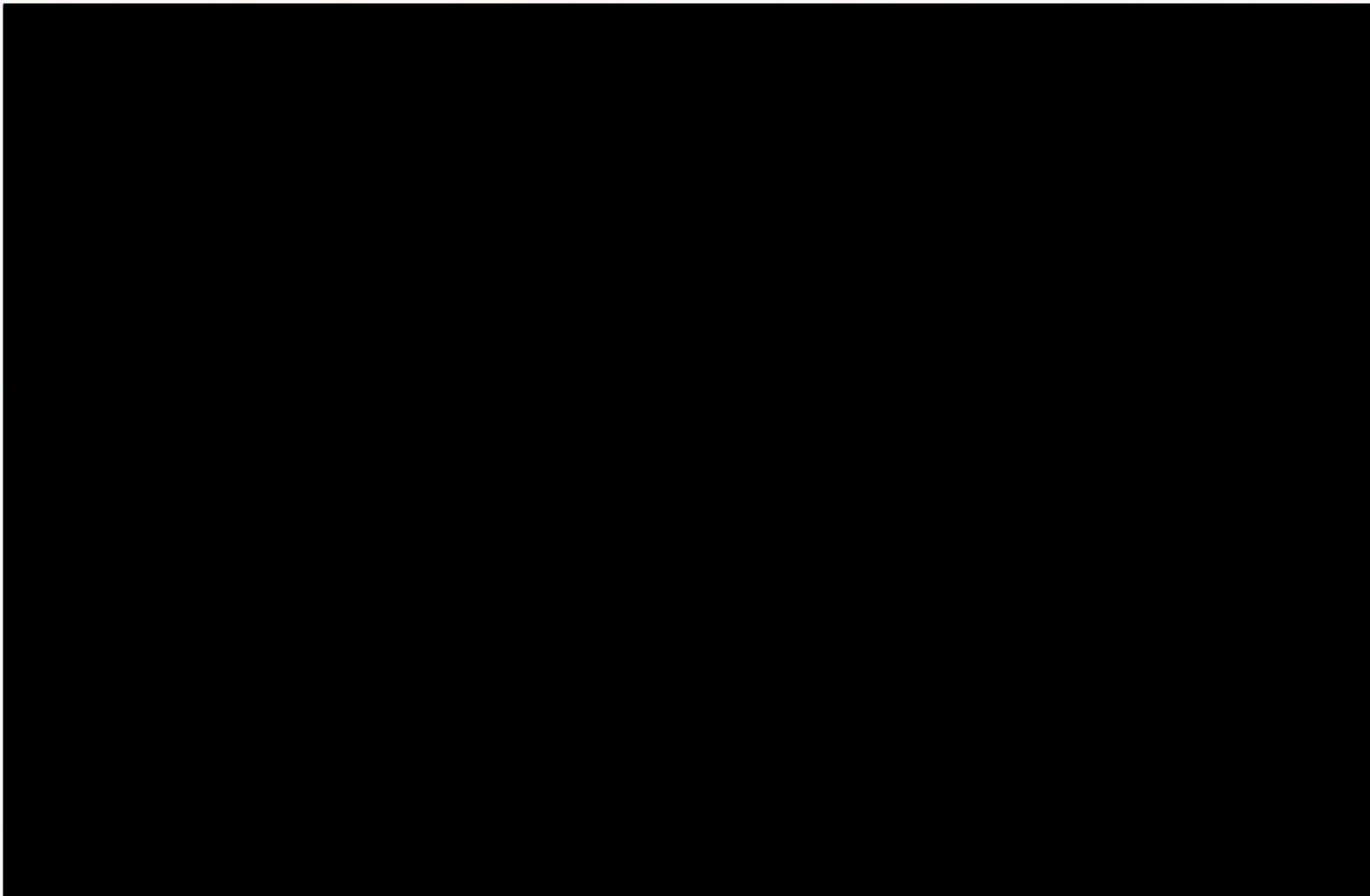
04

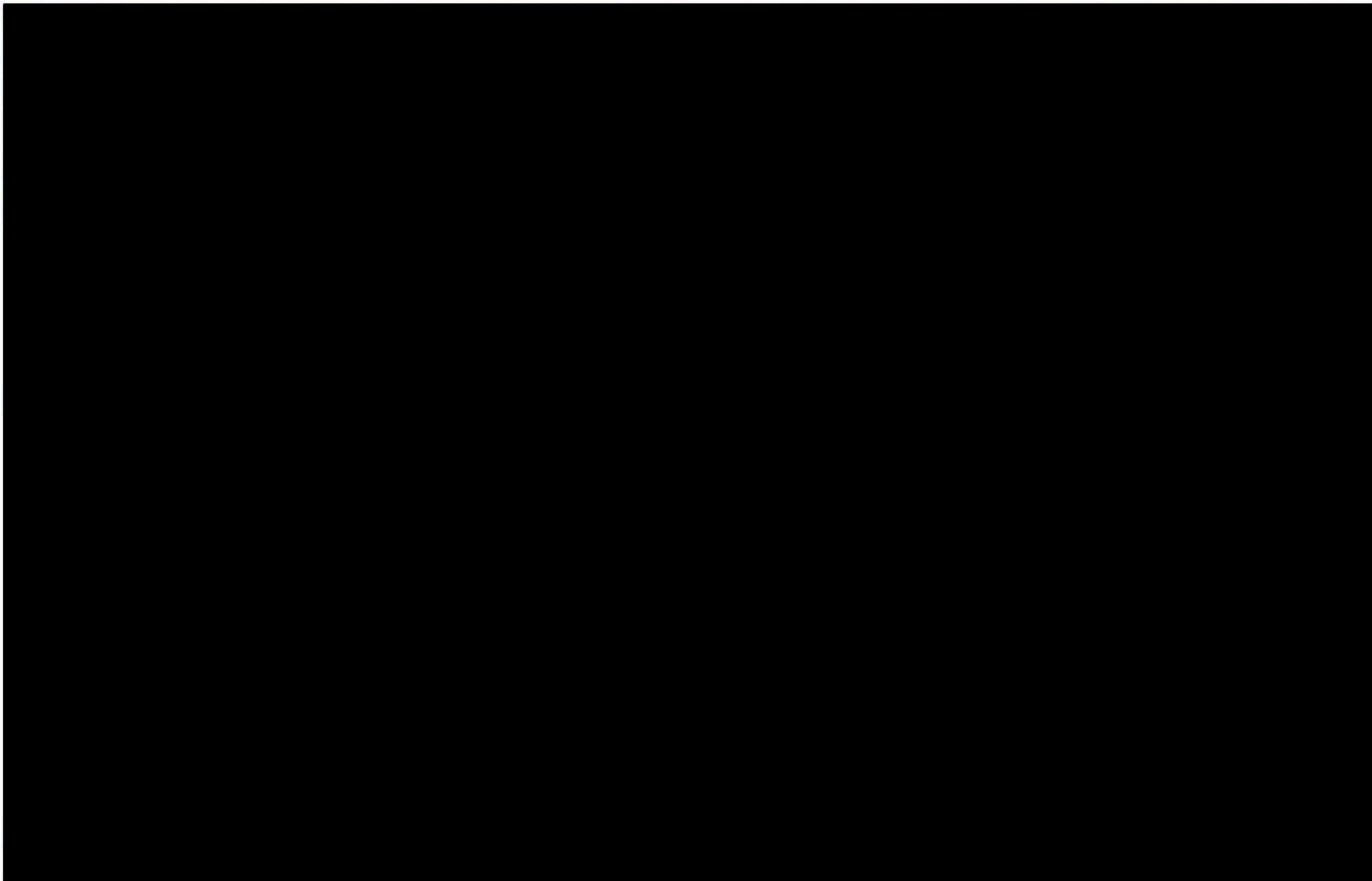
Wollongong Stabling Yard

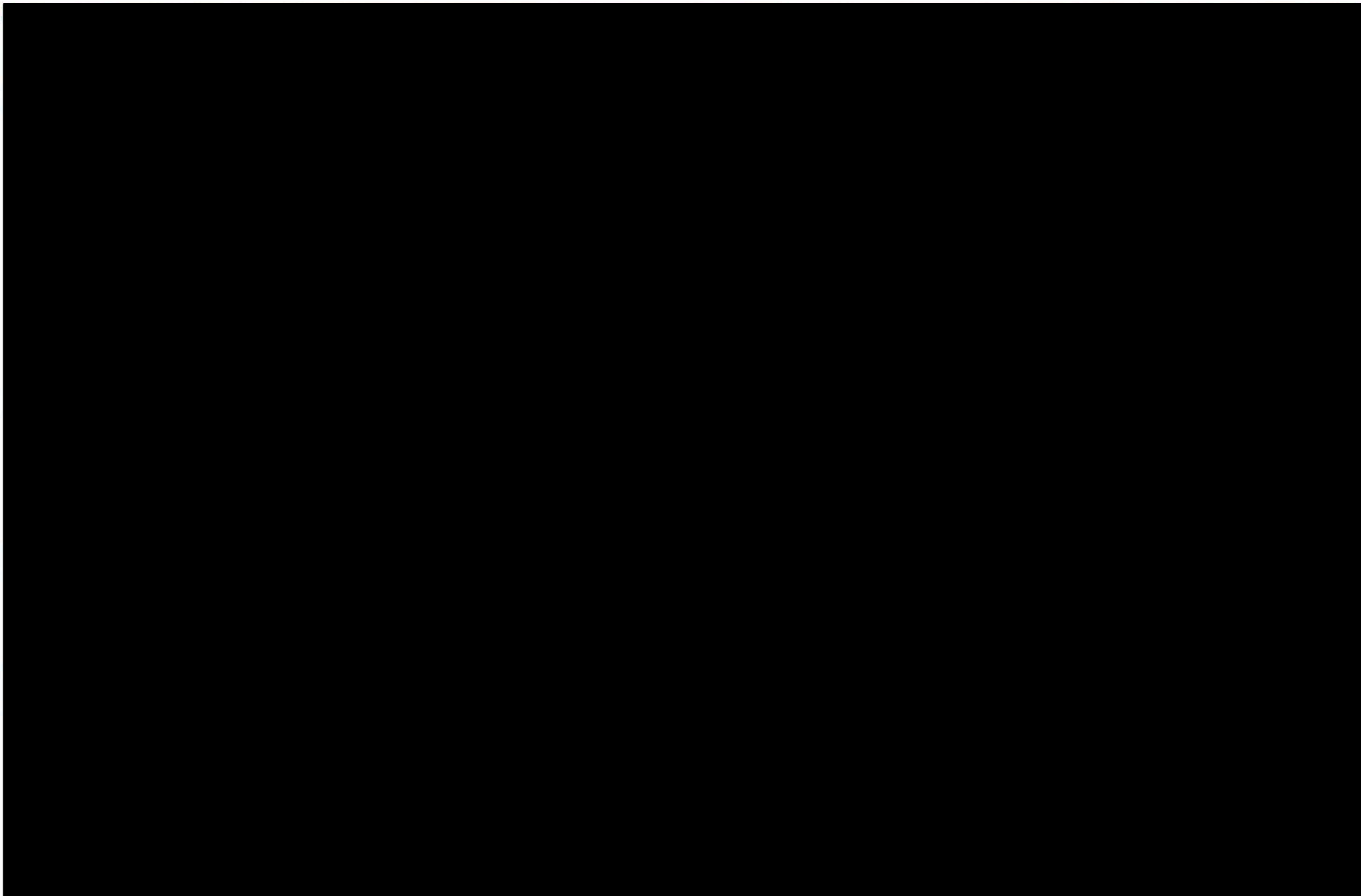
NOTE: Any activity stated which is not applicable to the project please label N/A

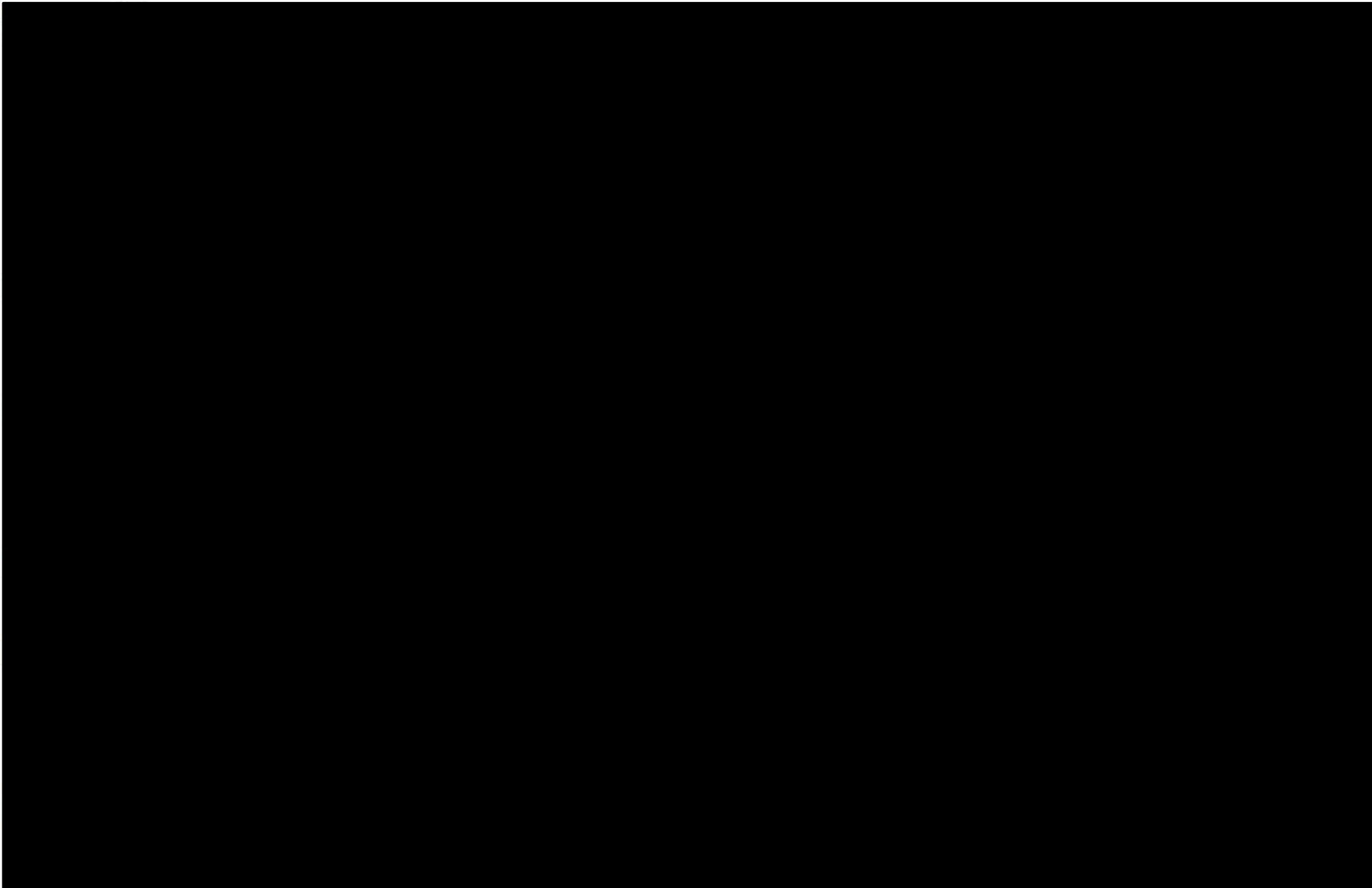


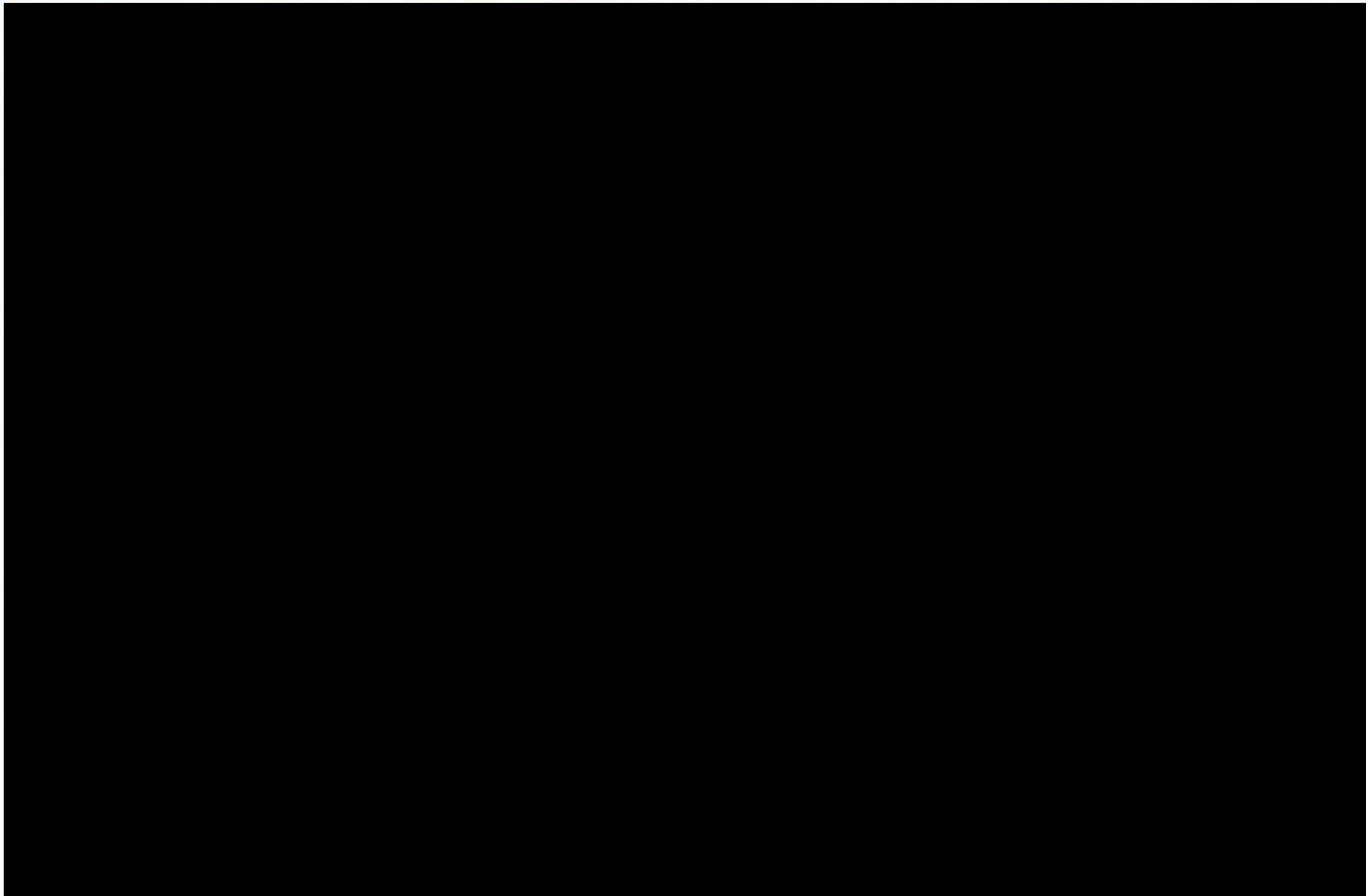


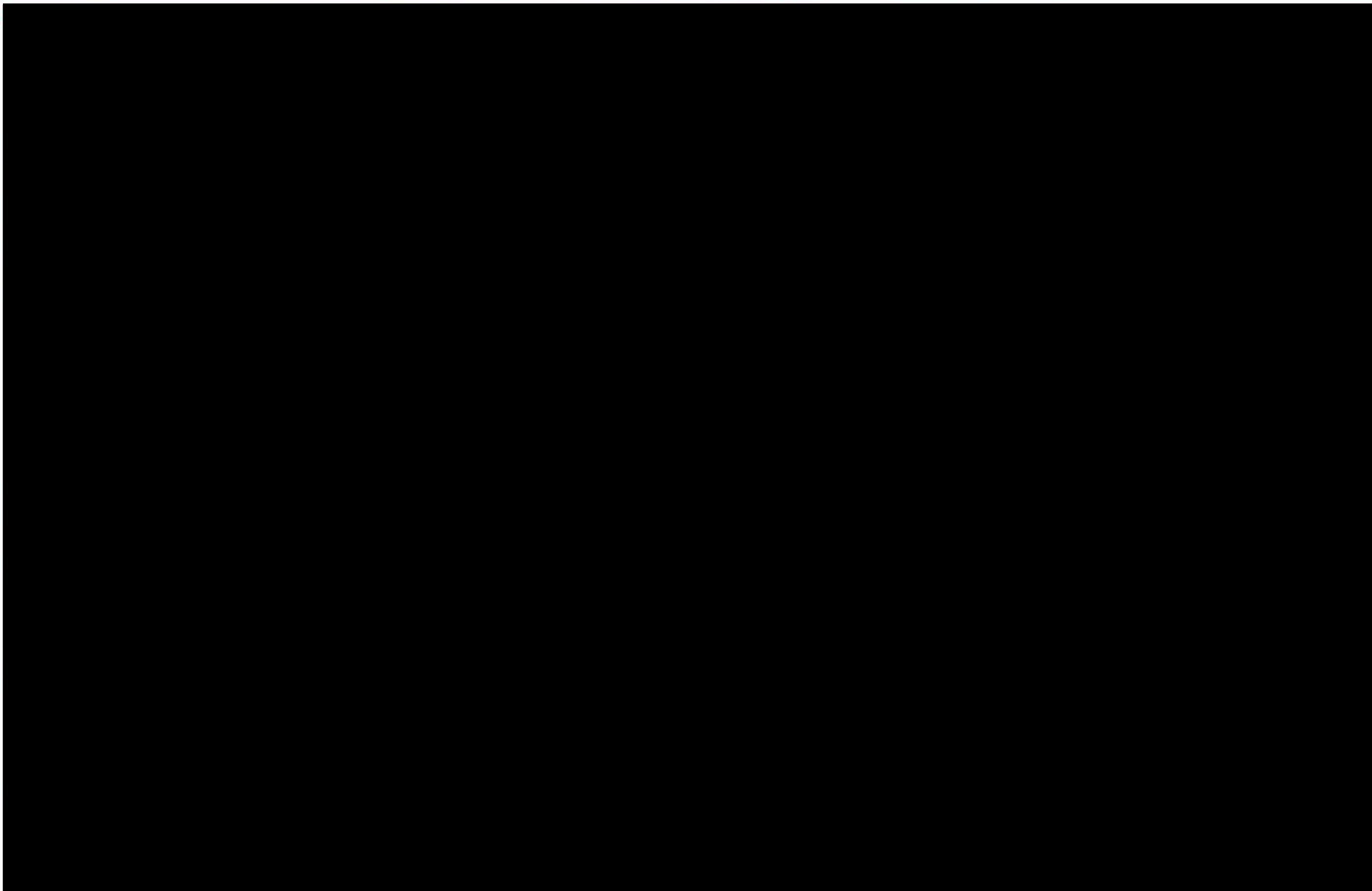


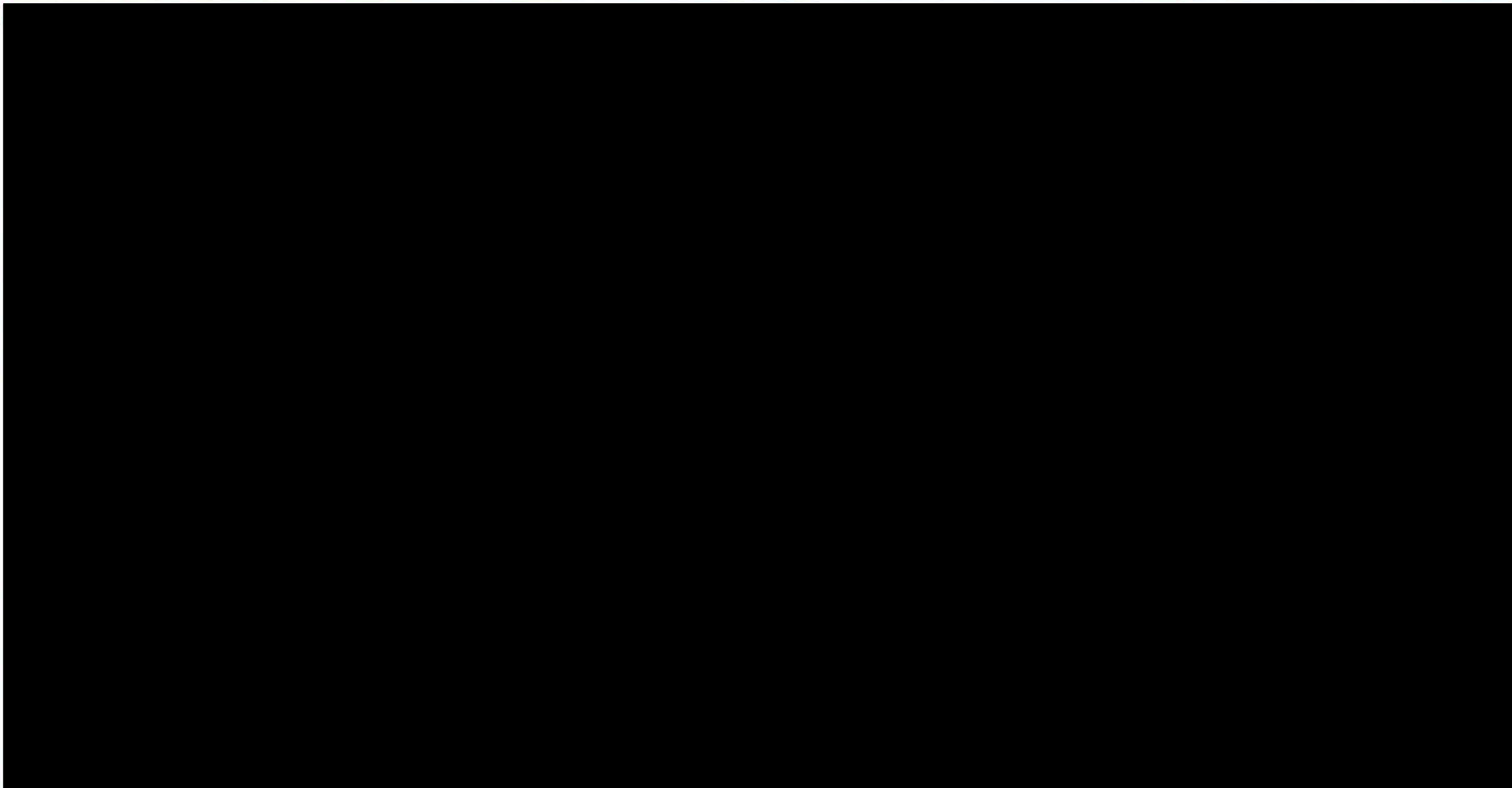




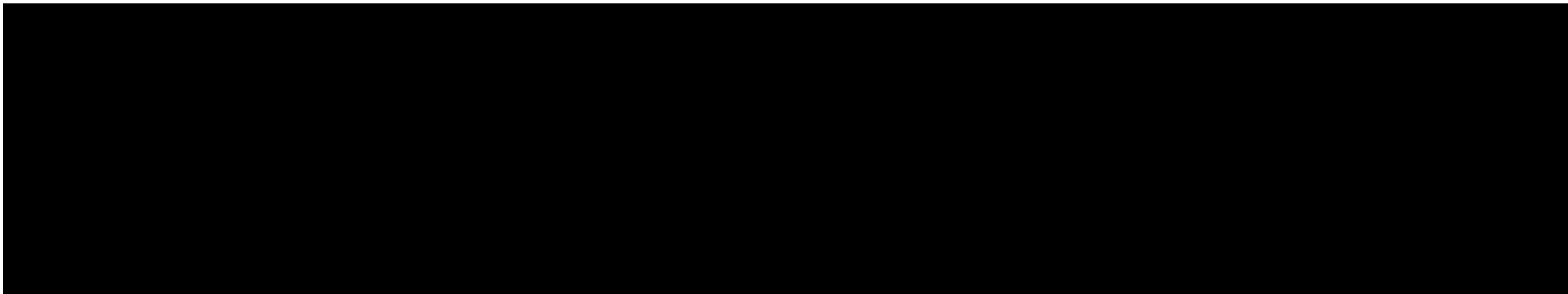








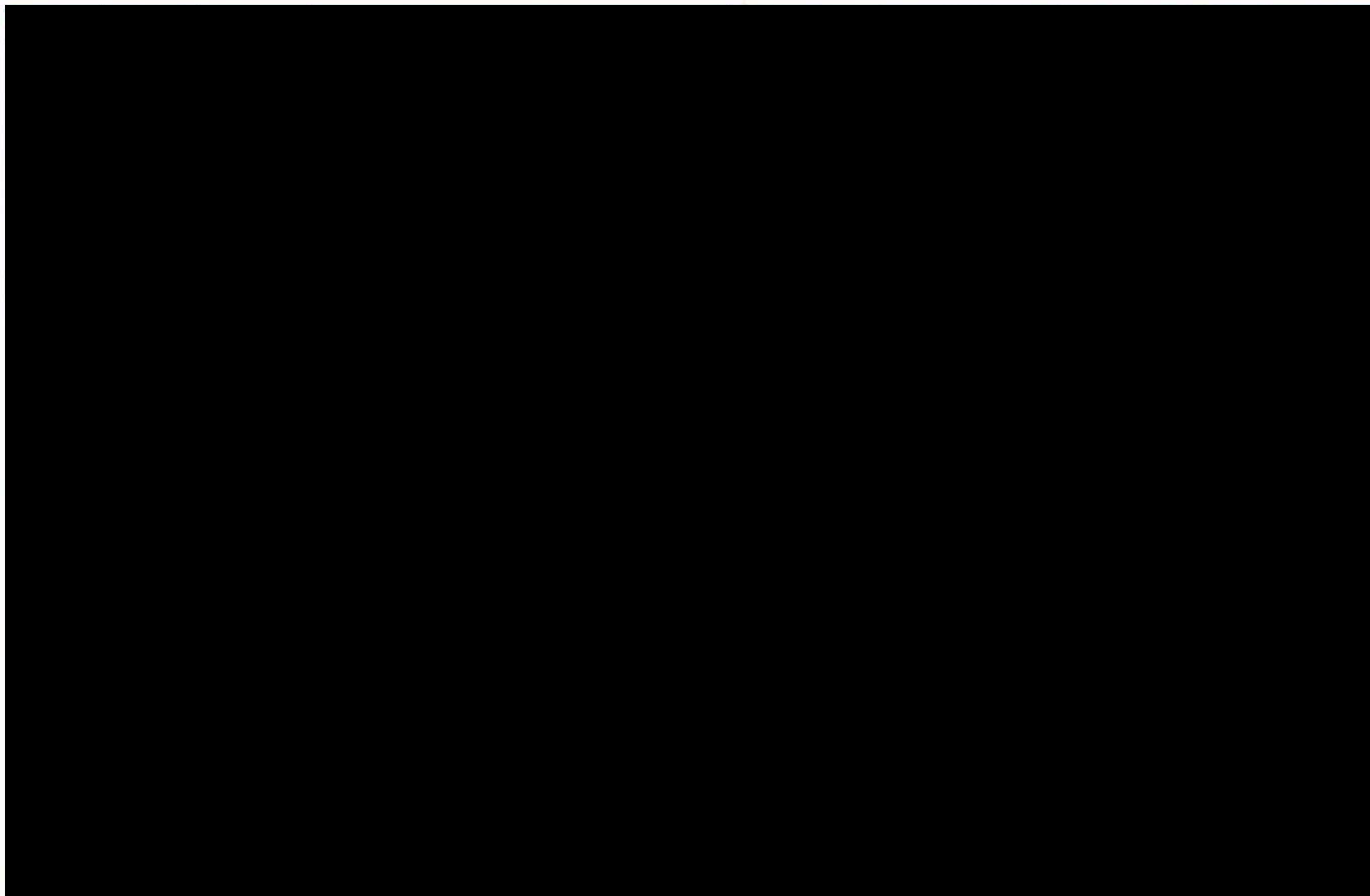
MTMS 37.05 Thirroul Station

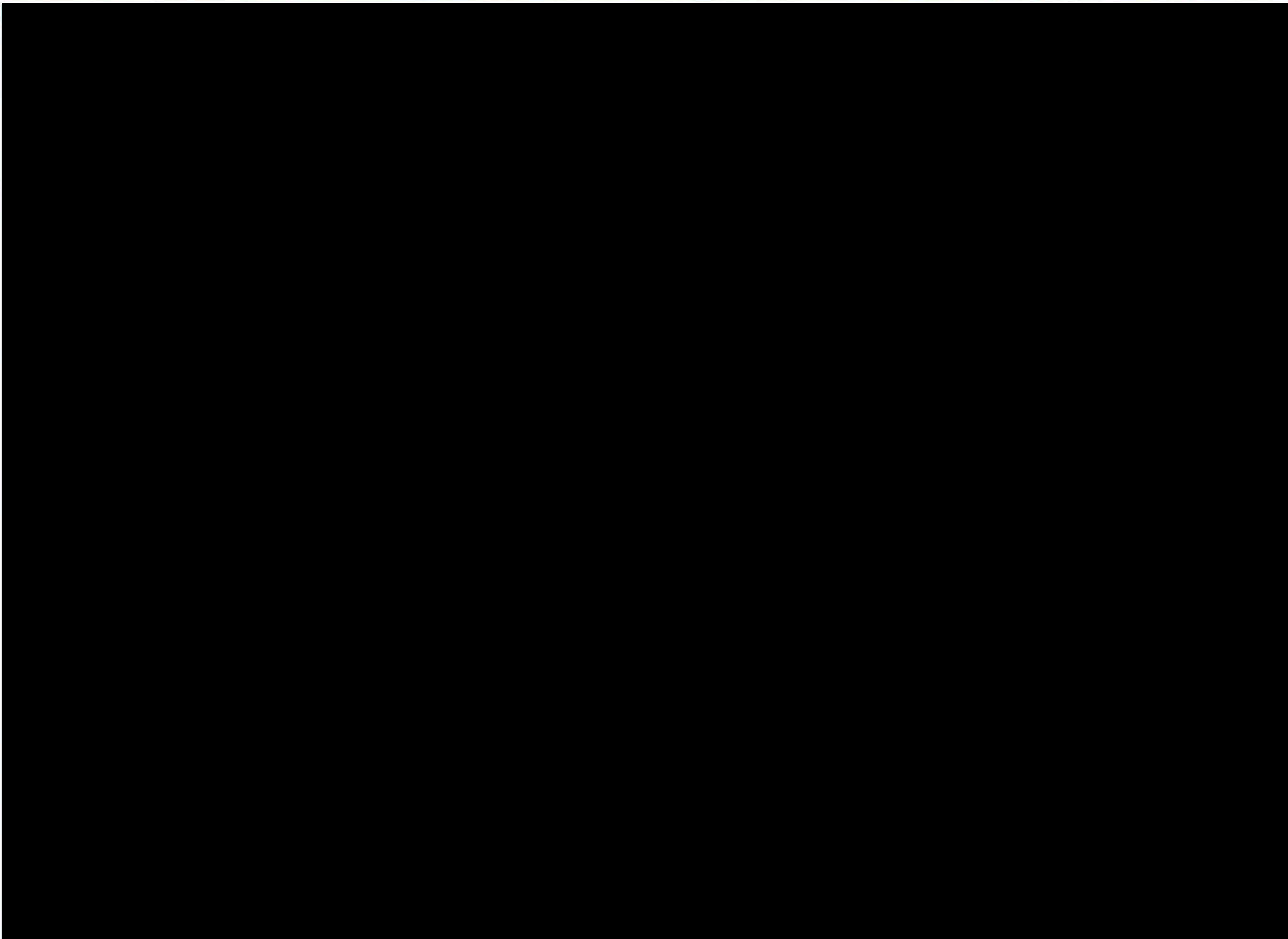


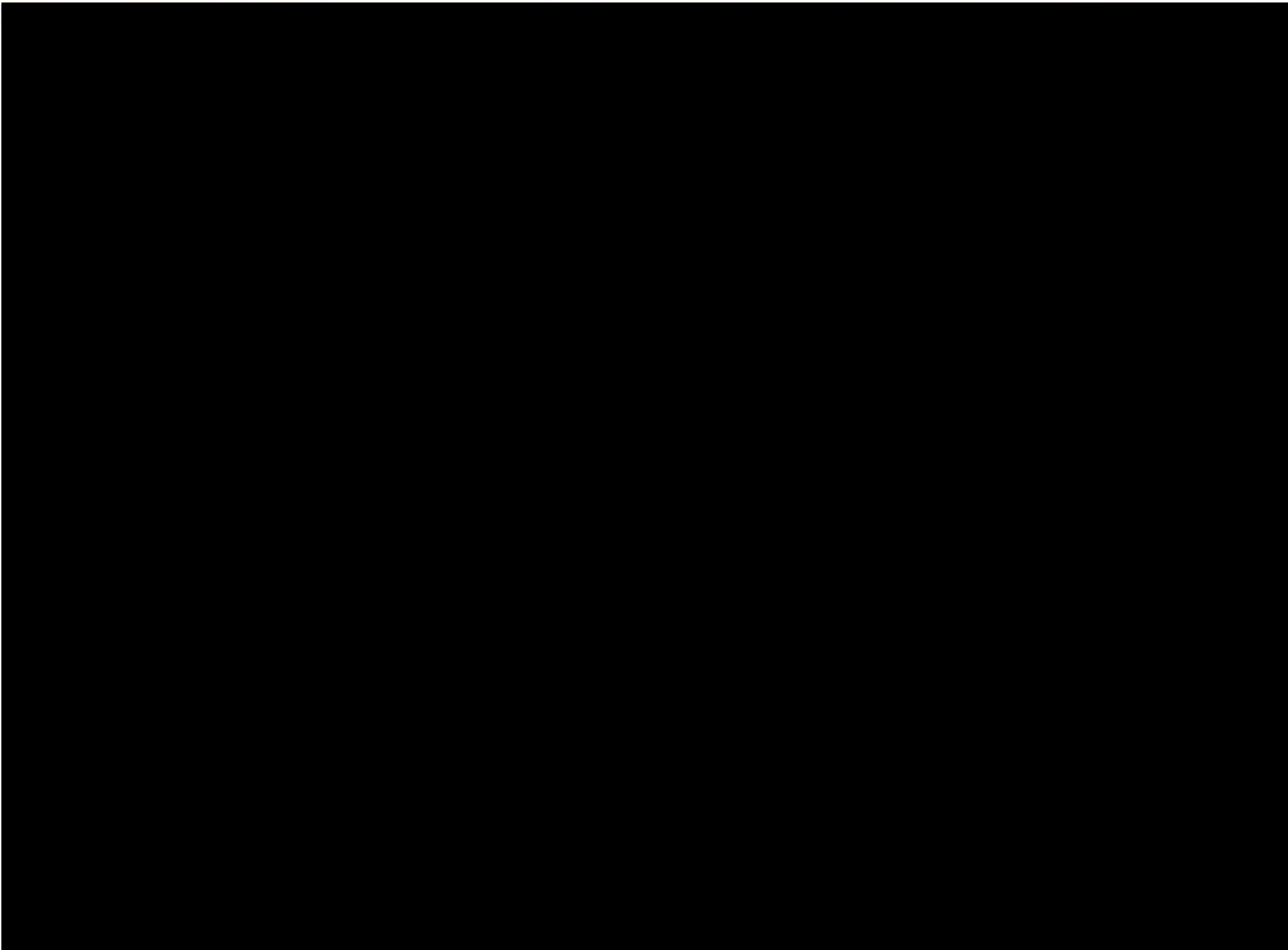
Direct Costs

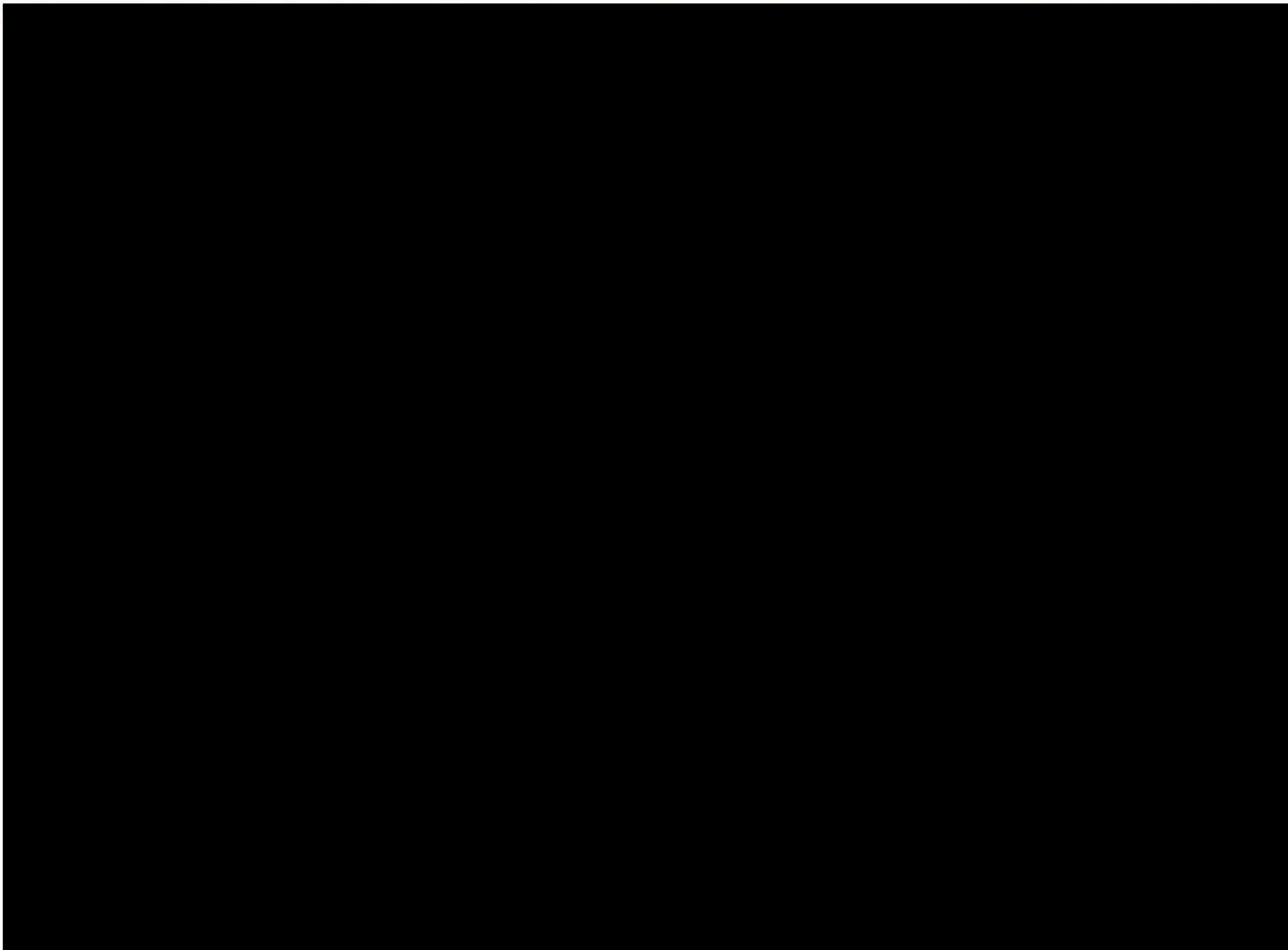
05 Thirroul Station

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

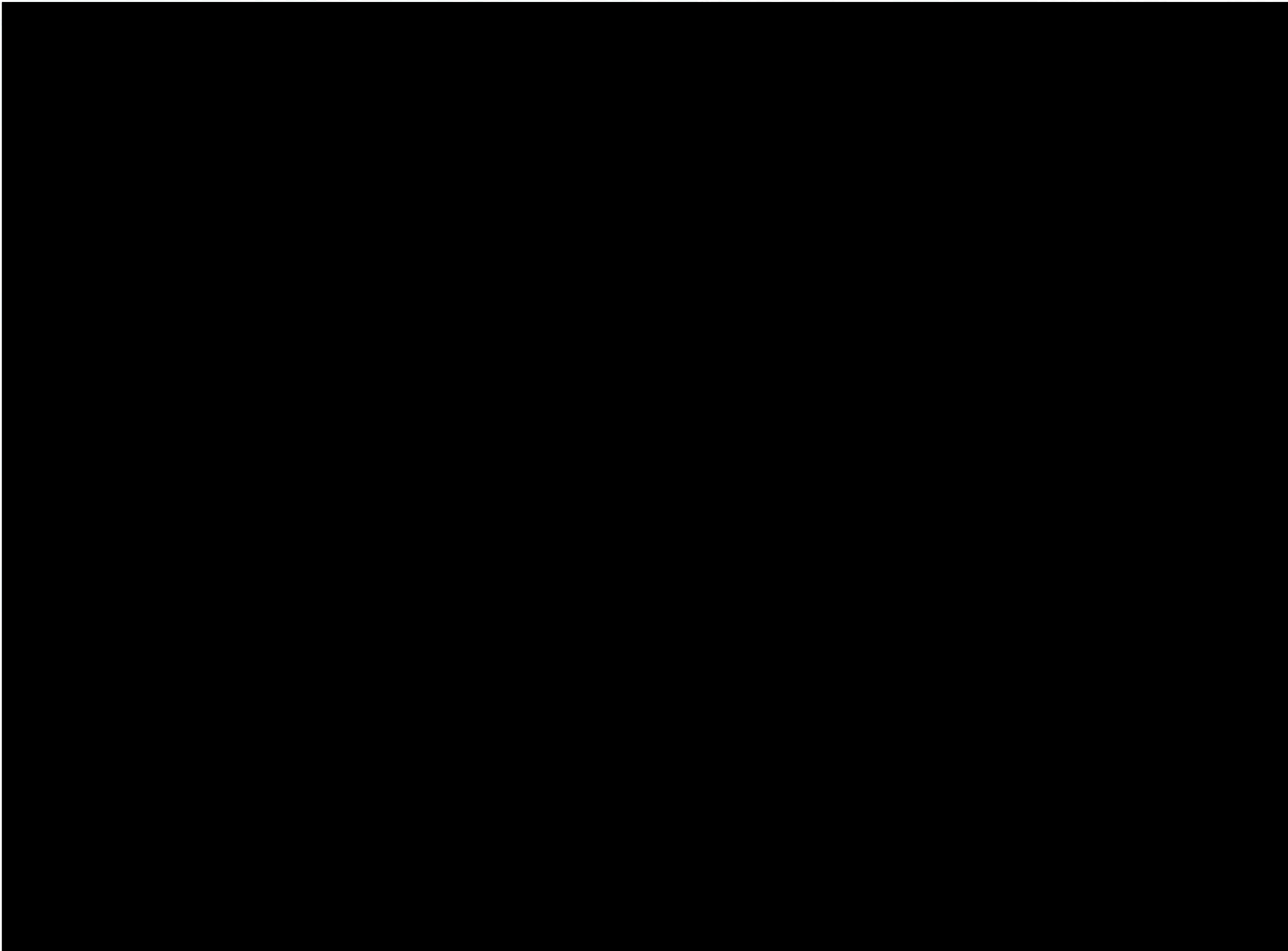


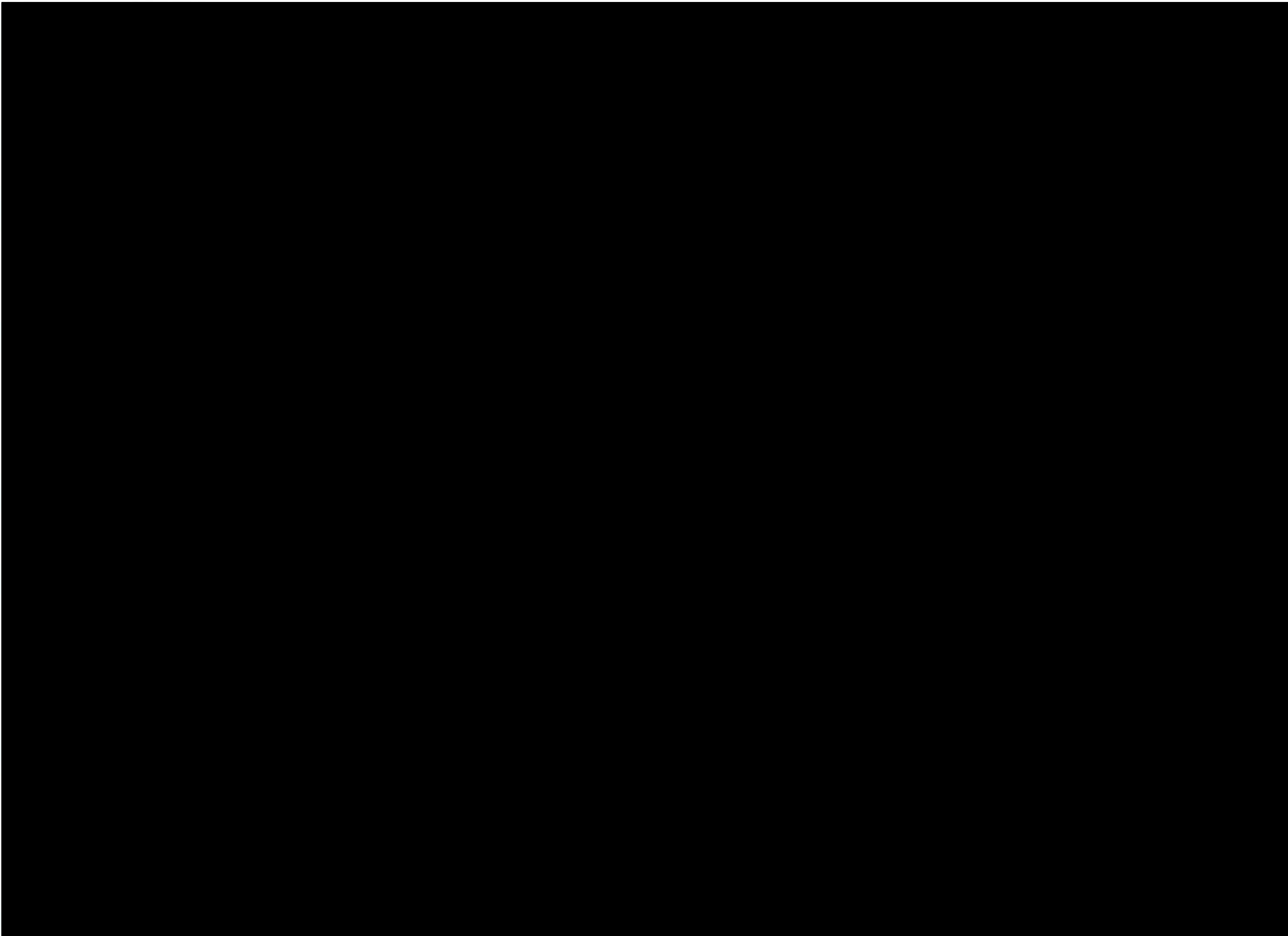






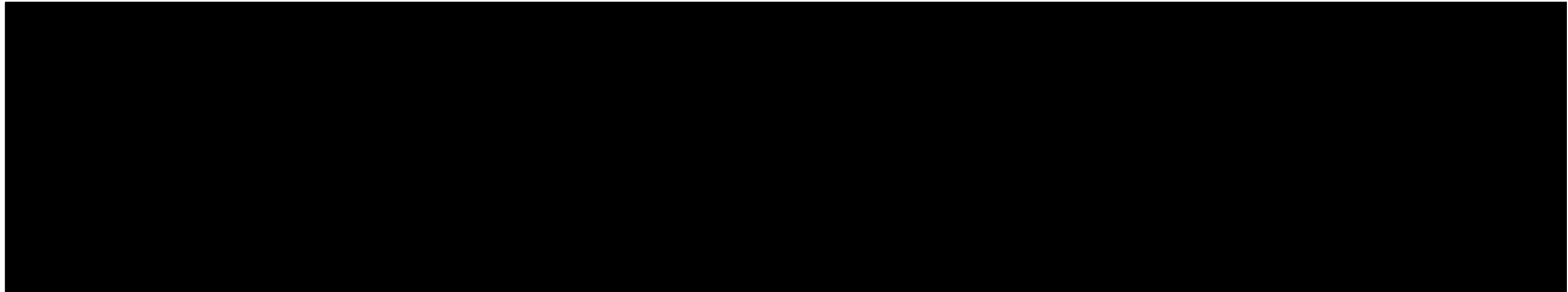








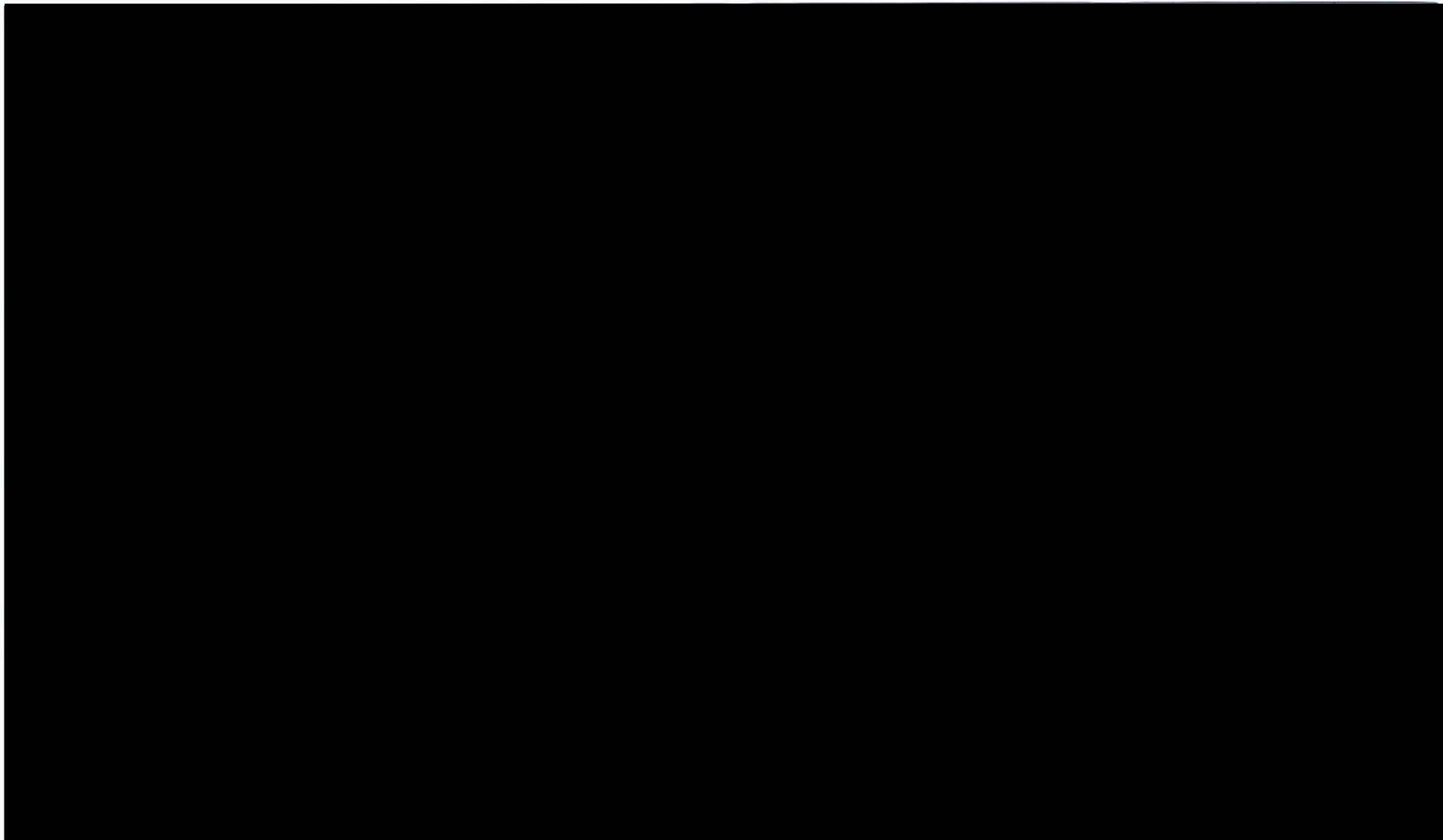
MTMS 37.06 Coniston Station

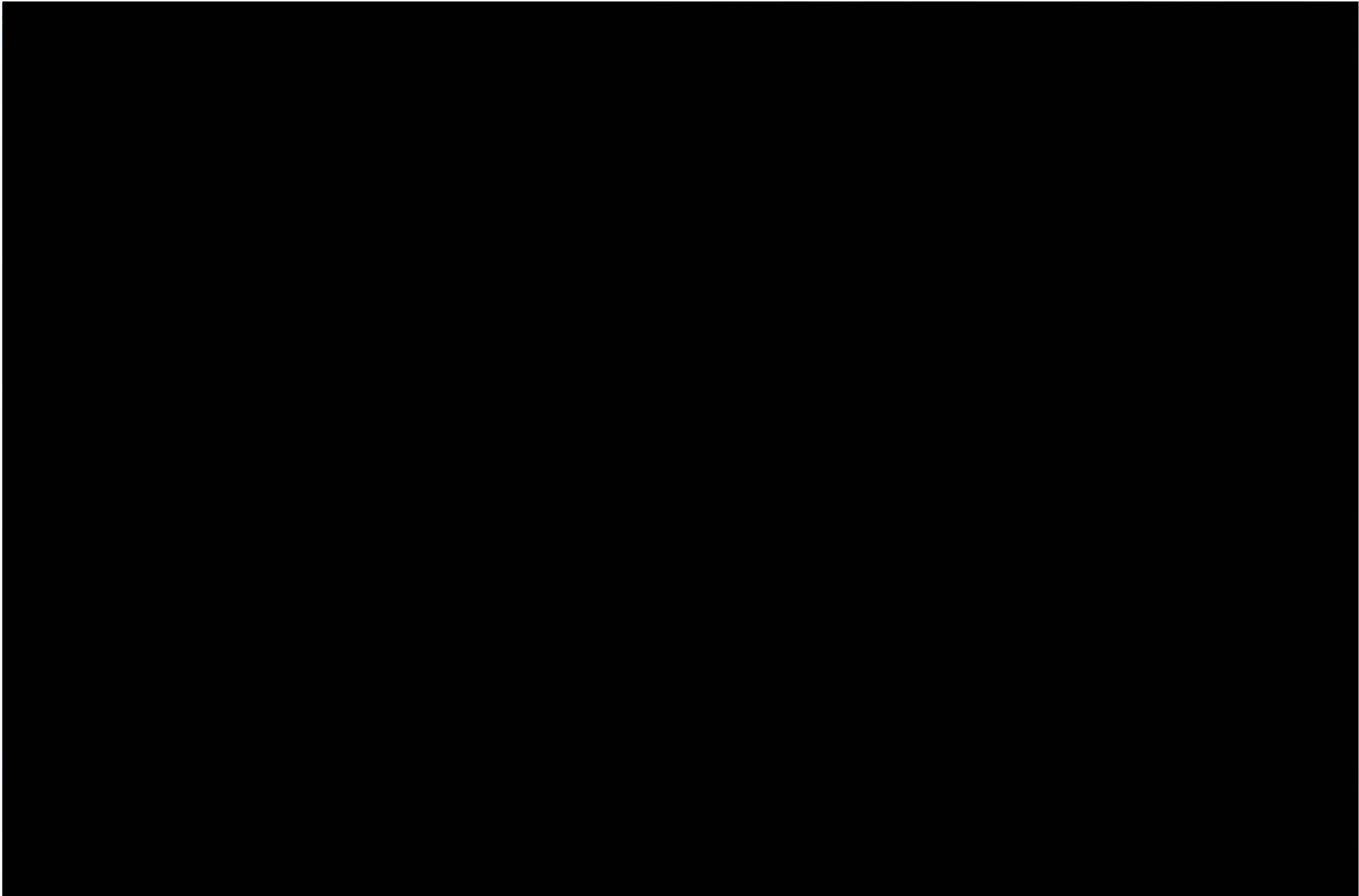


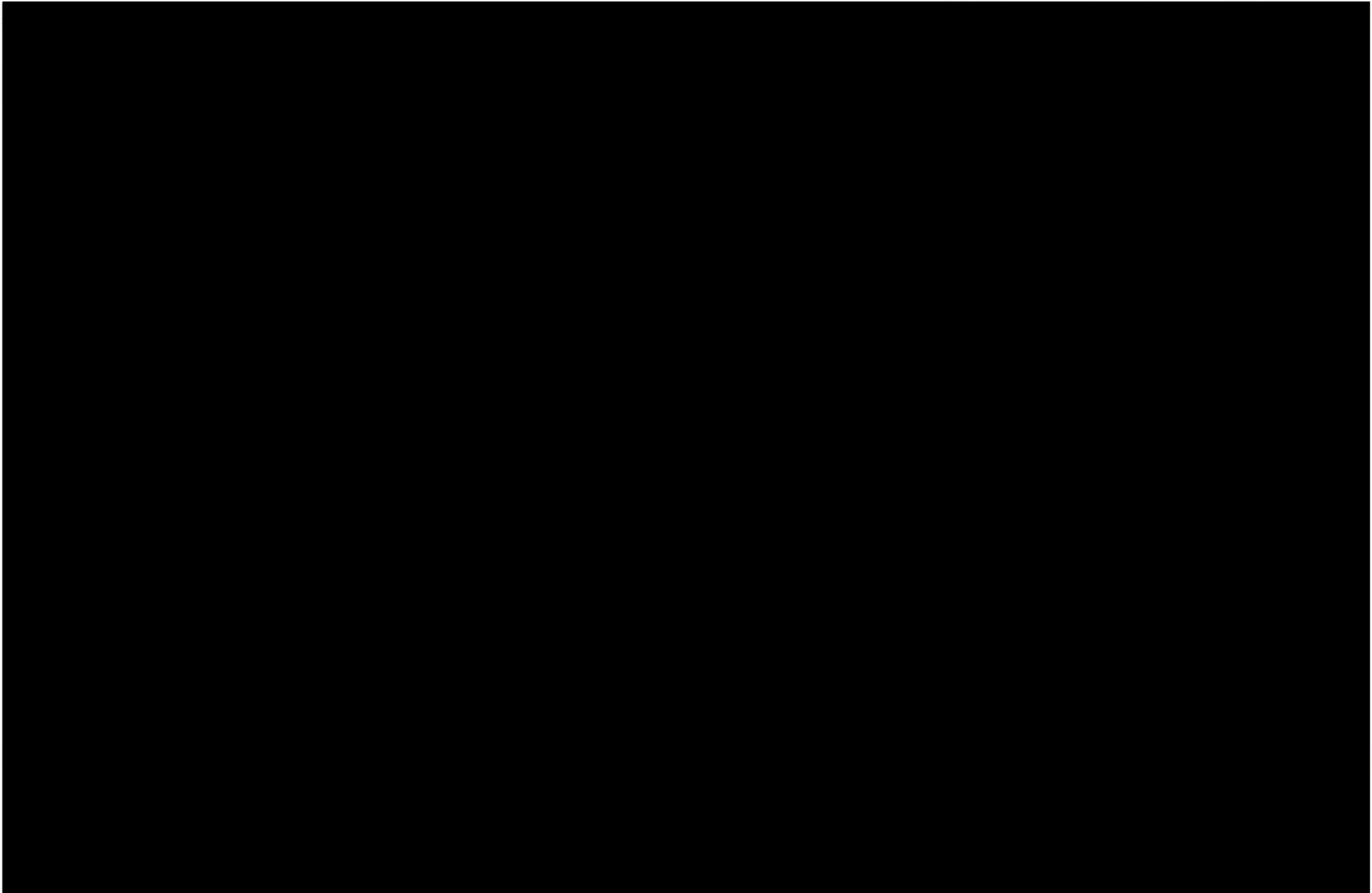
Direct Costs

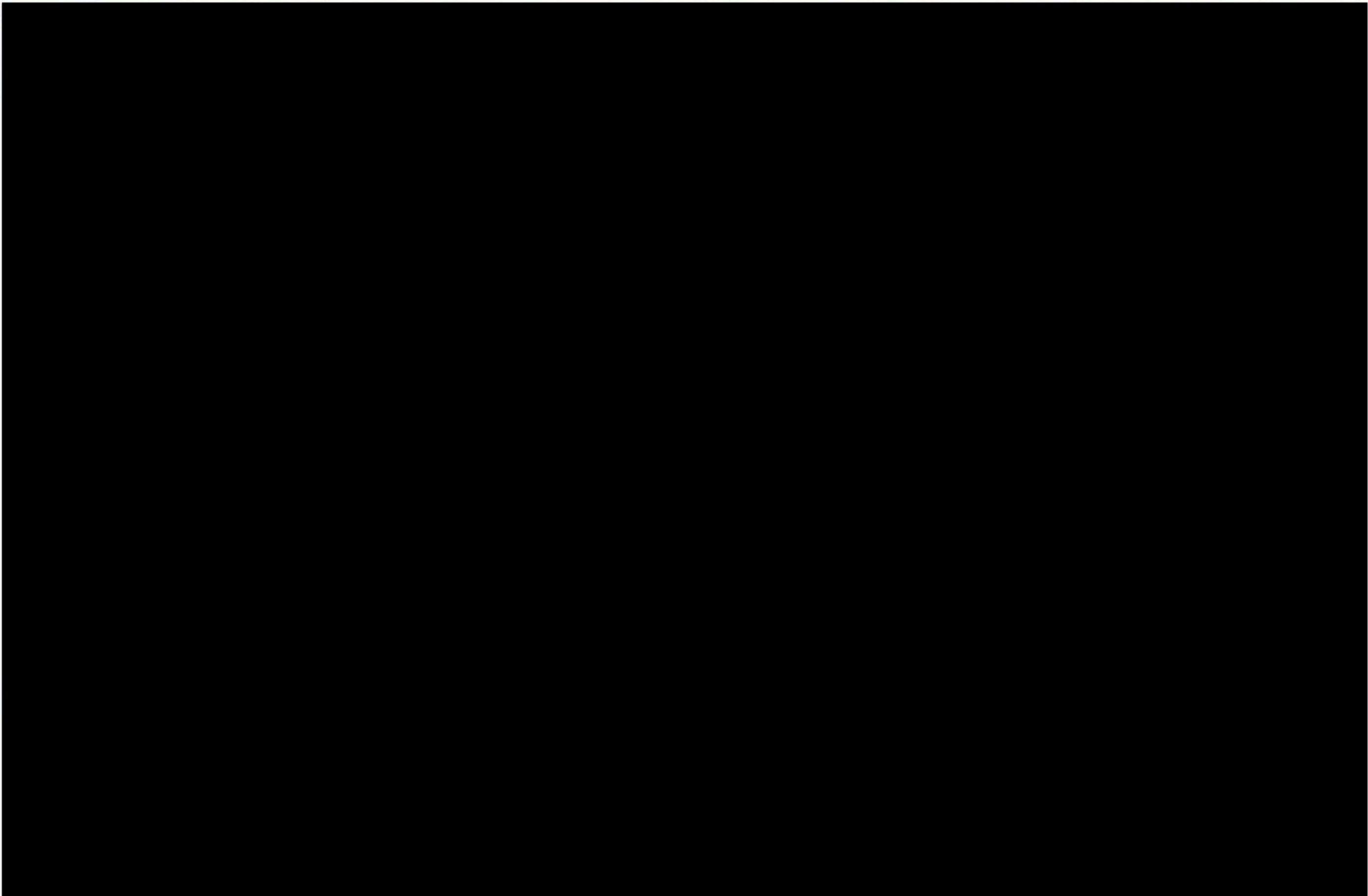
06 Coniston Station

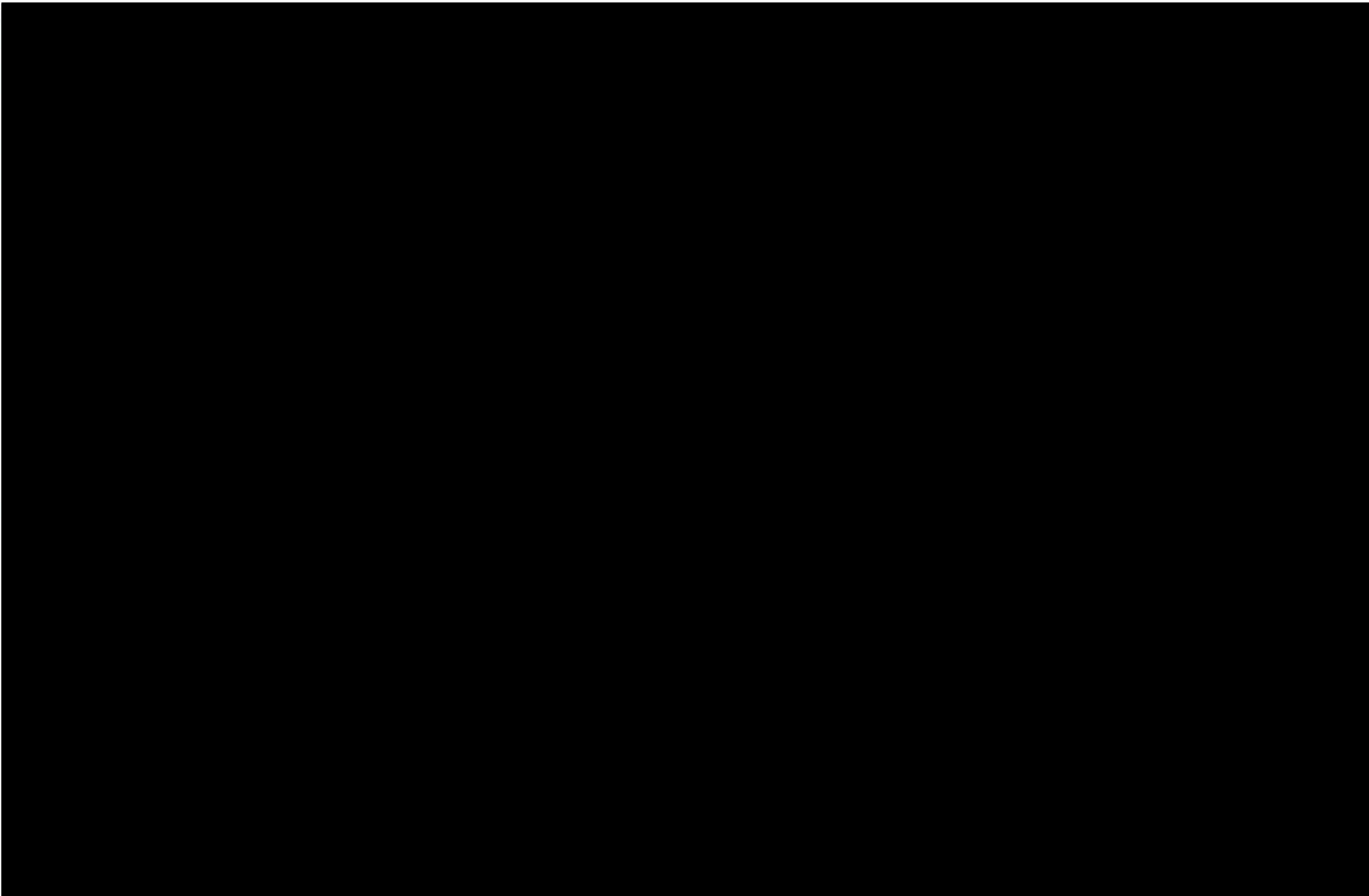
NOTE: Any activity stated which is not applicable to the project please label N/A

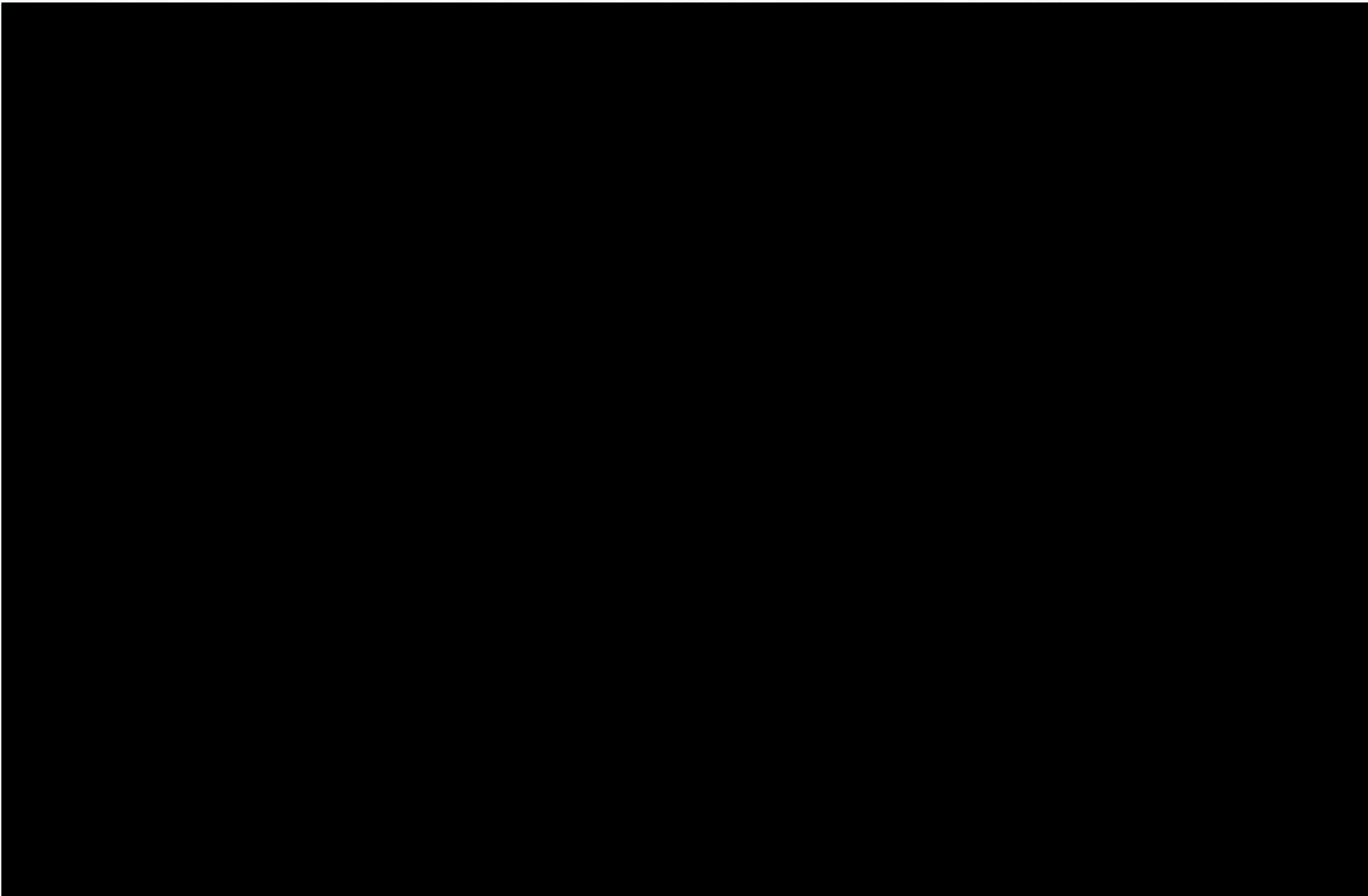


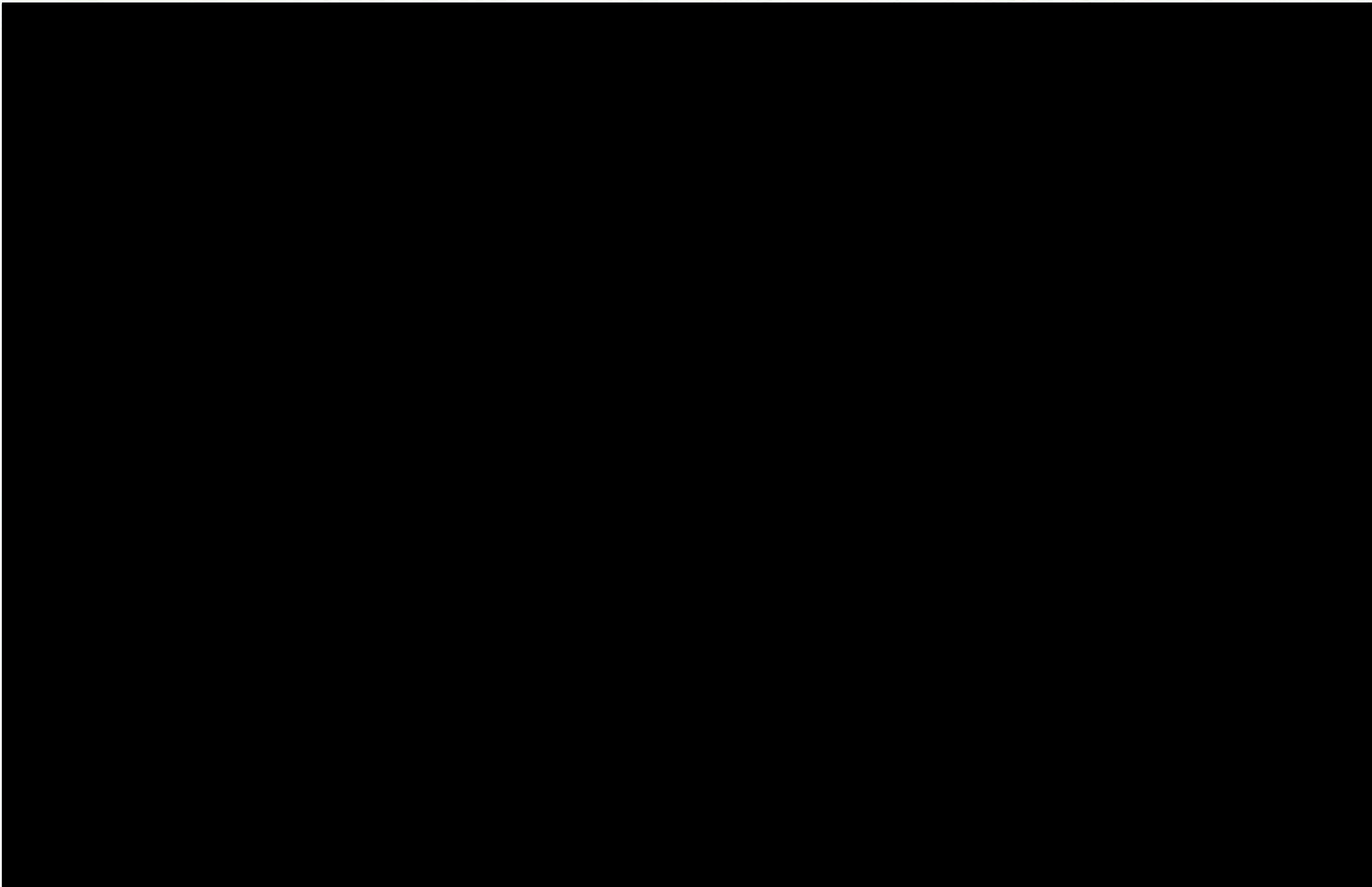


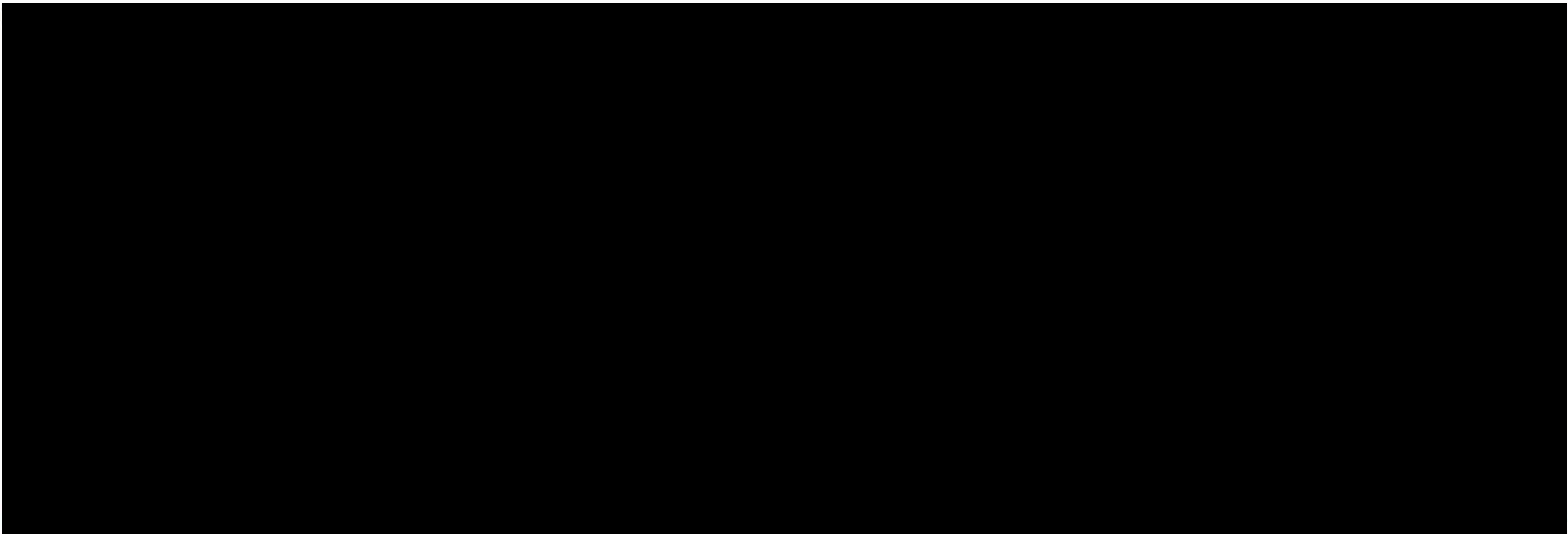




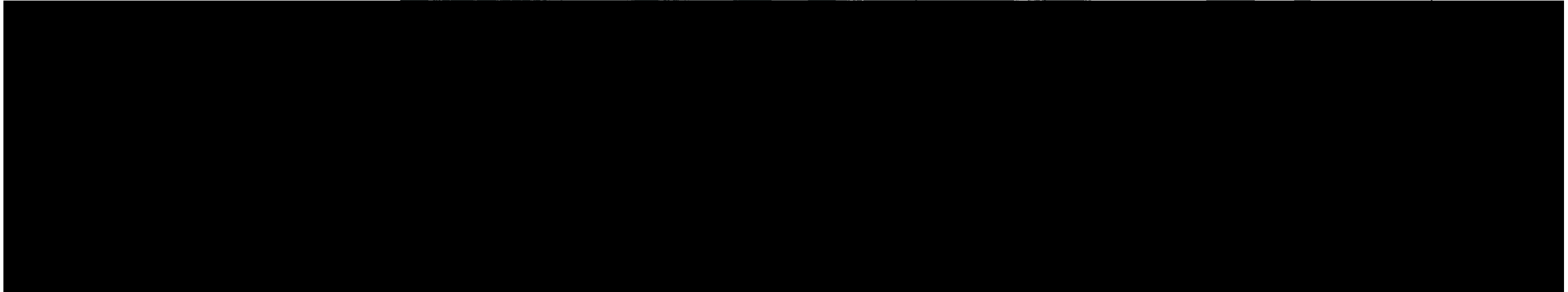








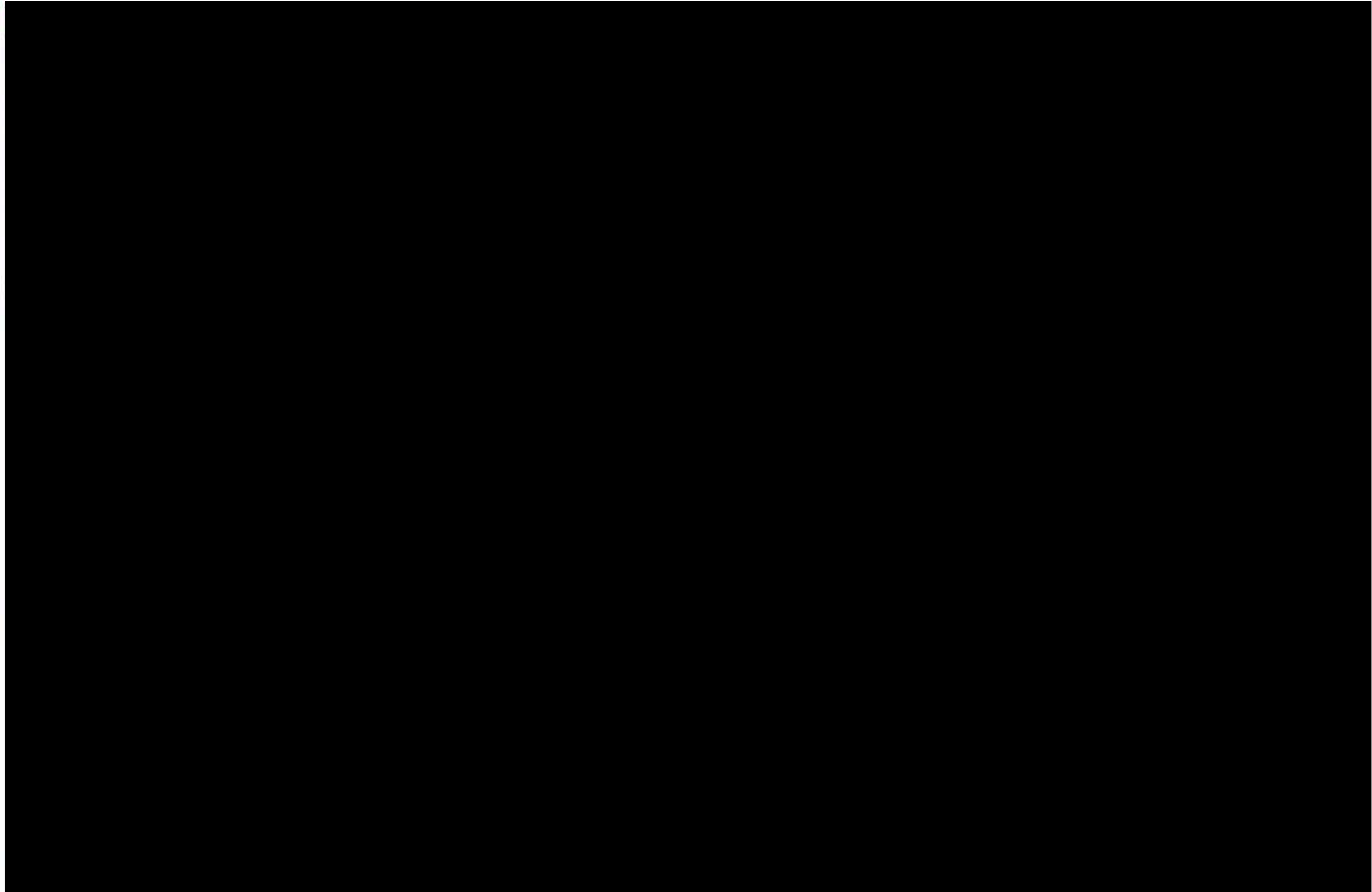
MTMS 37.07 Kiama Station

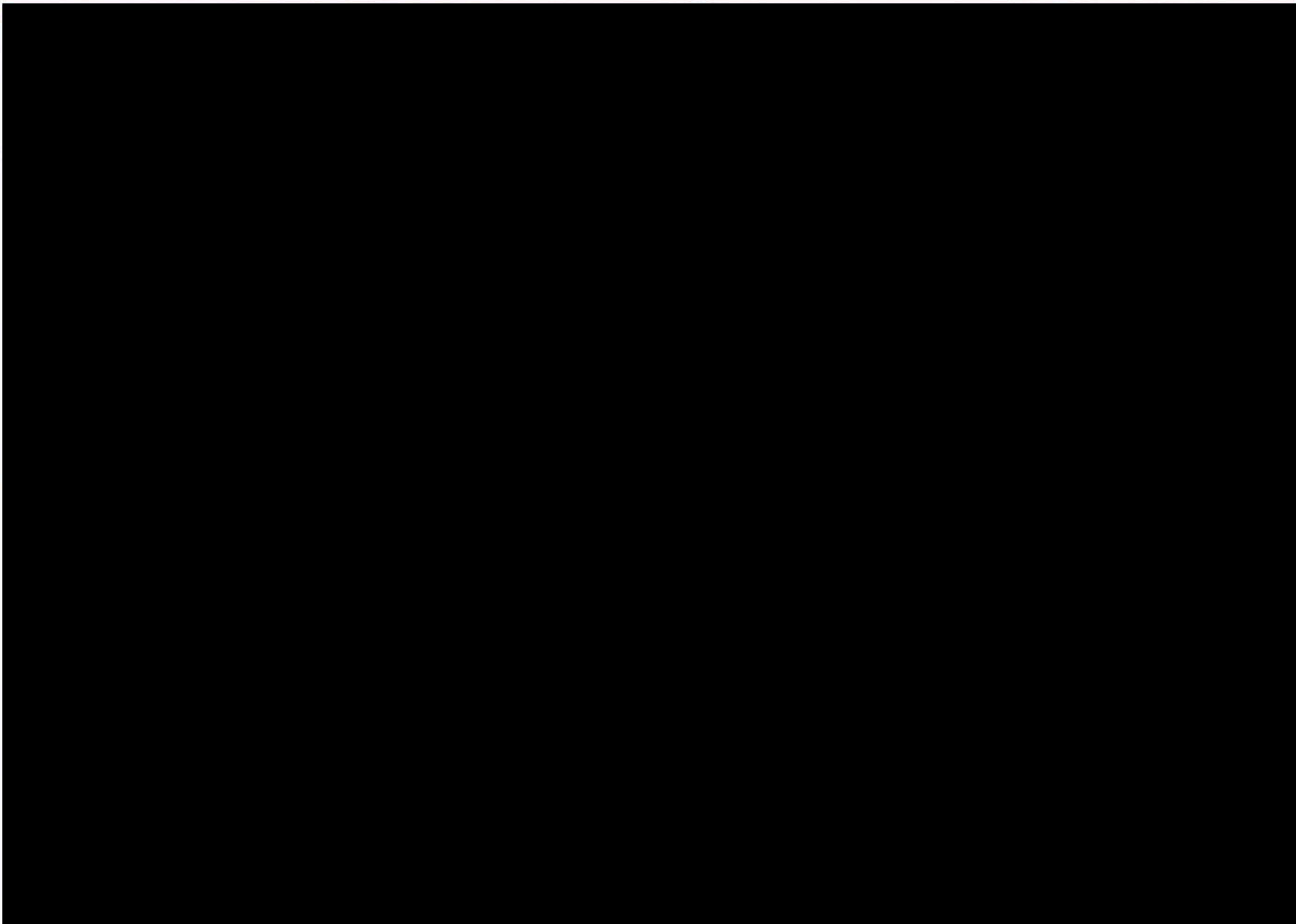


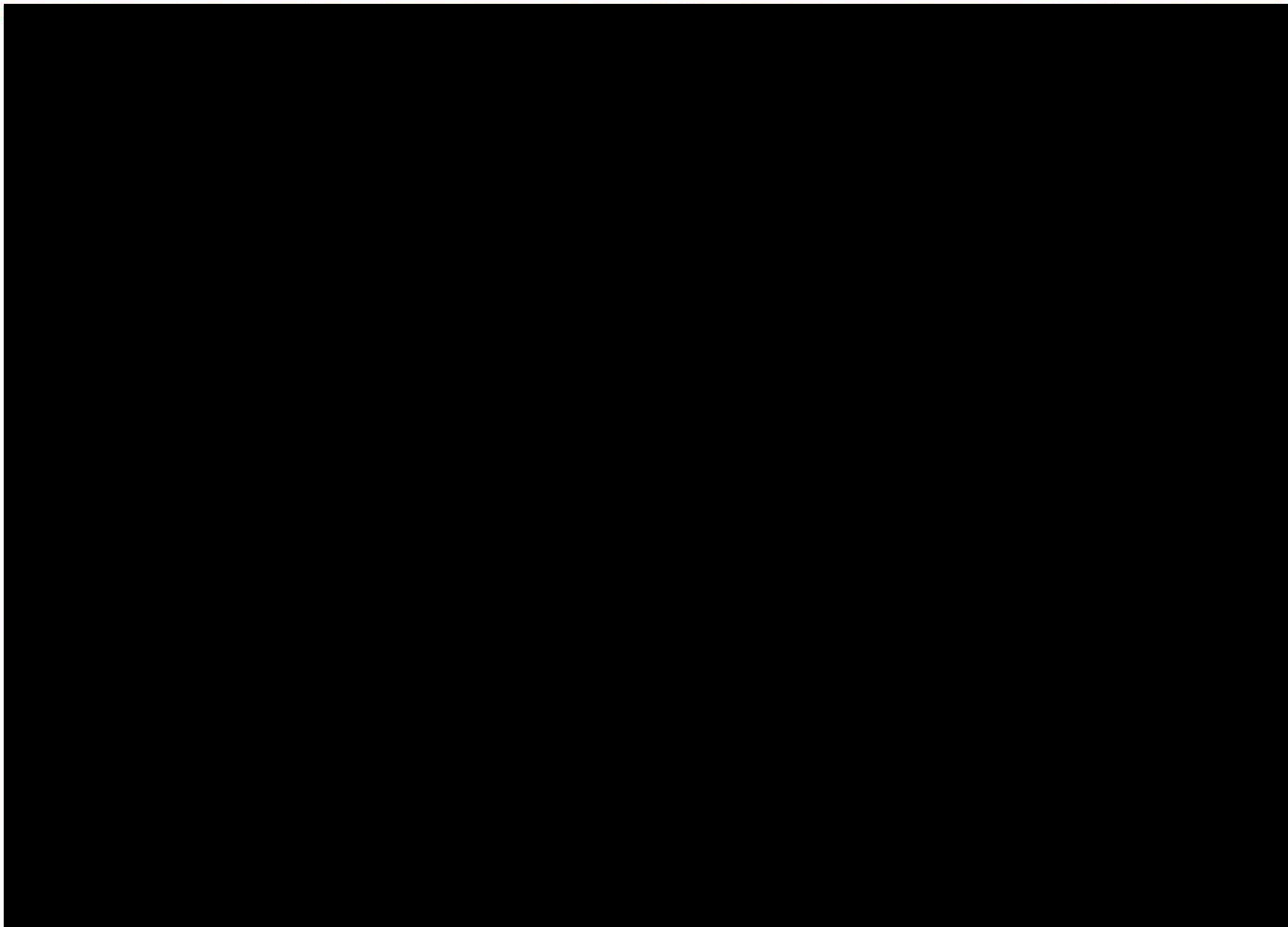
Direct Costs

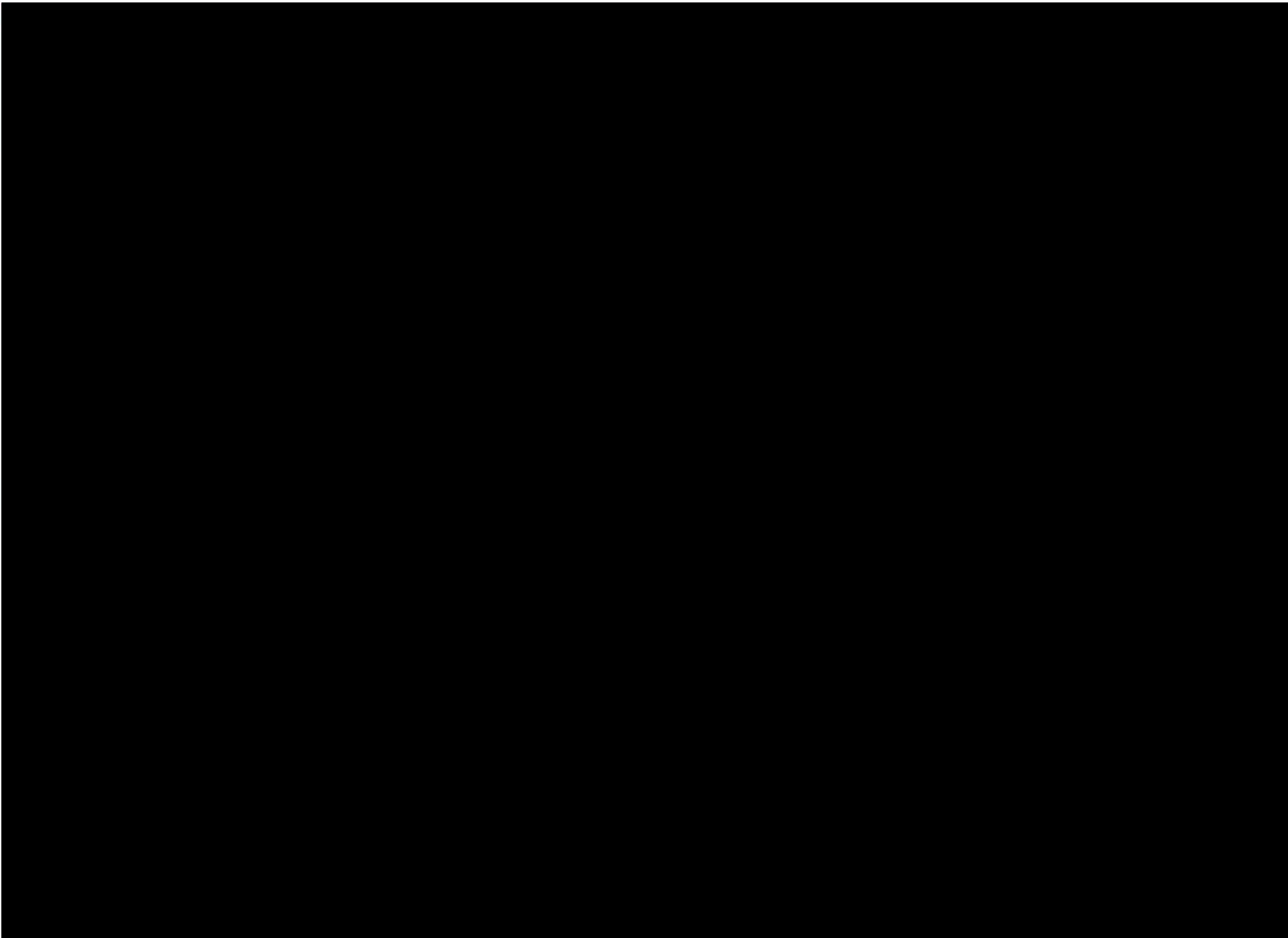
07 **Kiama Station - Island Platform Ext**

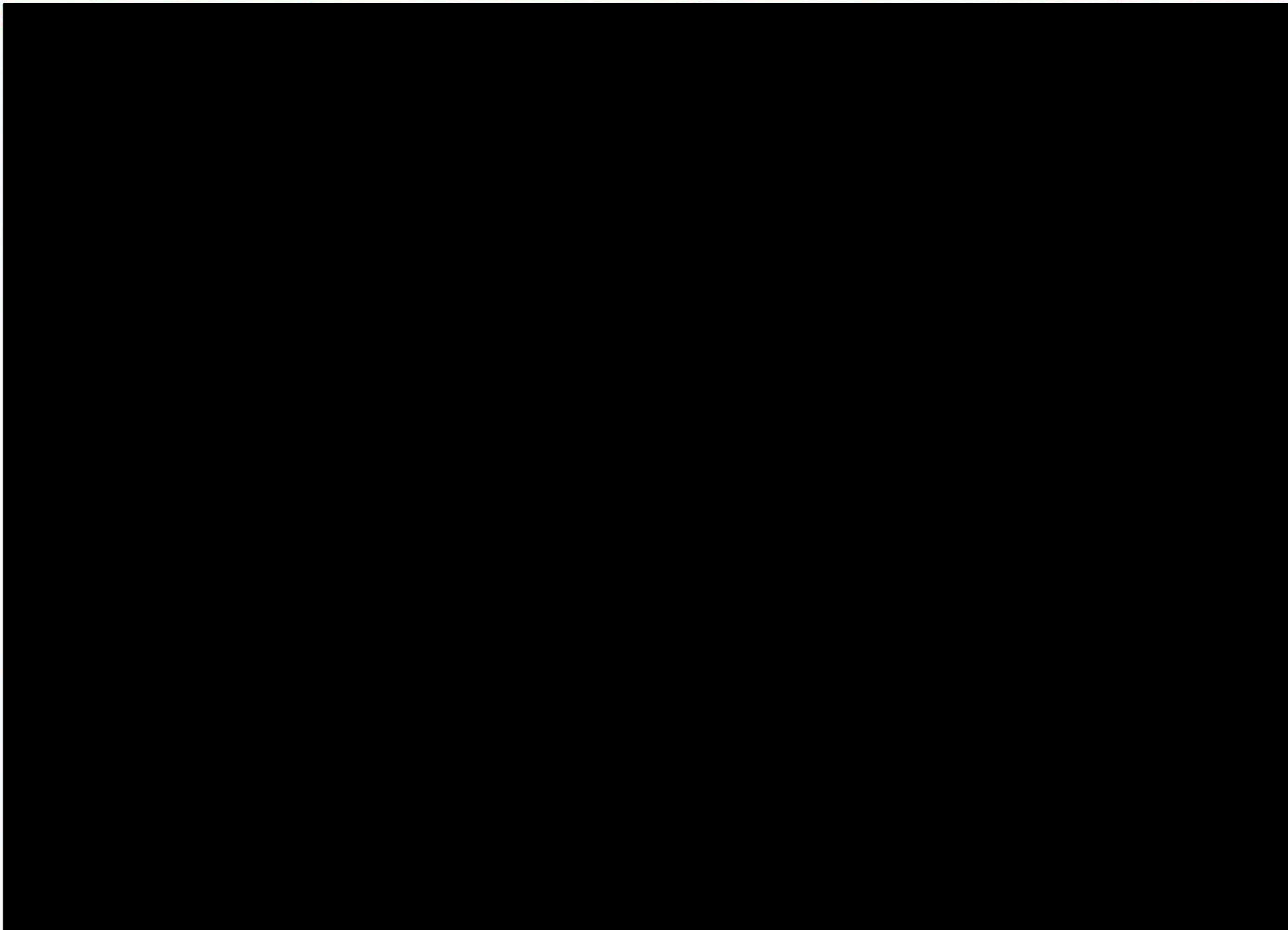
NOTE: Any activity stated which is not applicable to the project please label N/A

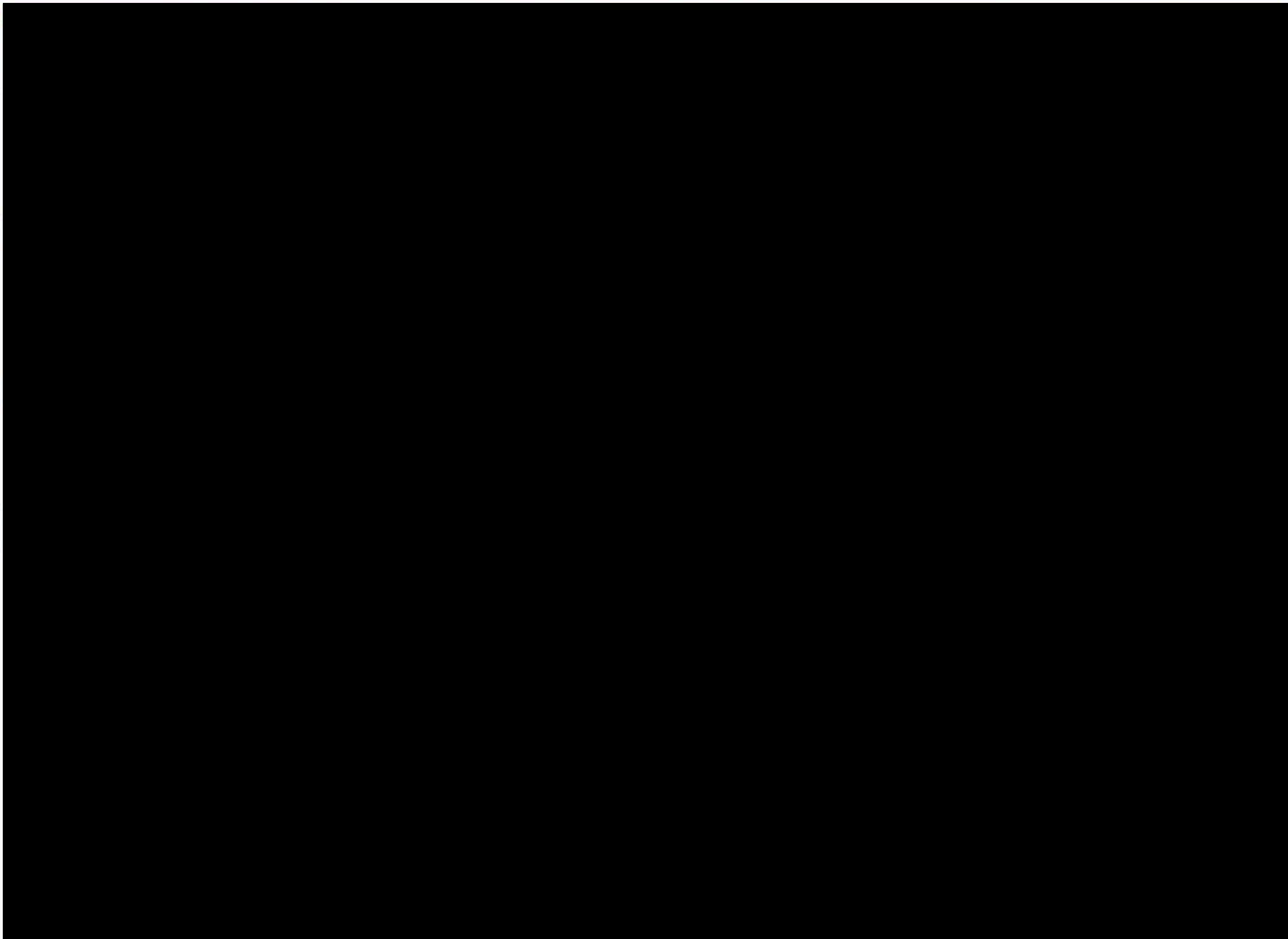


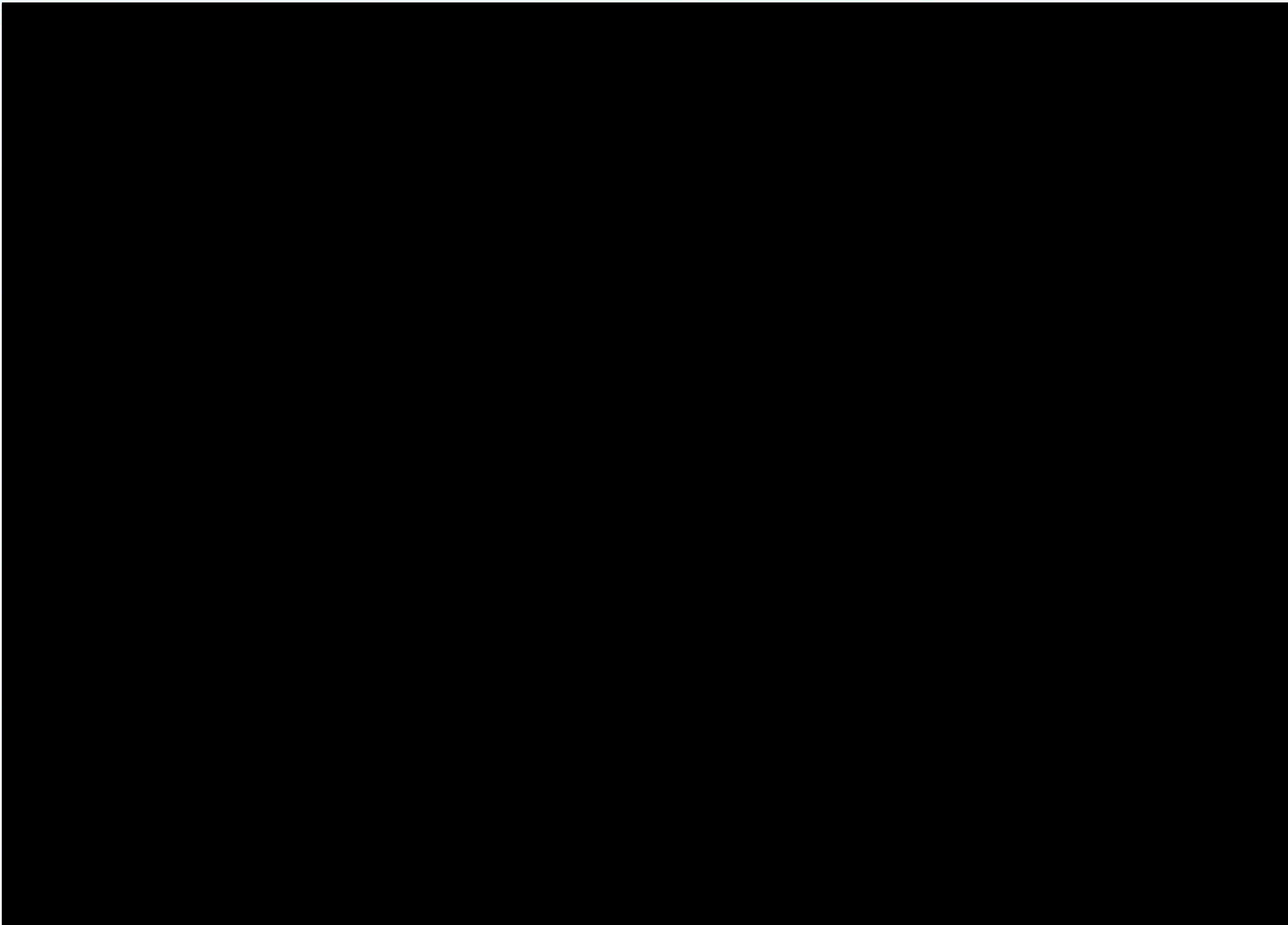














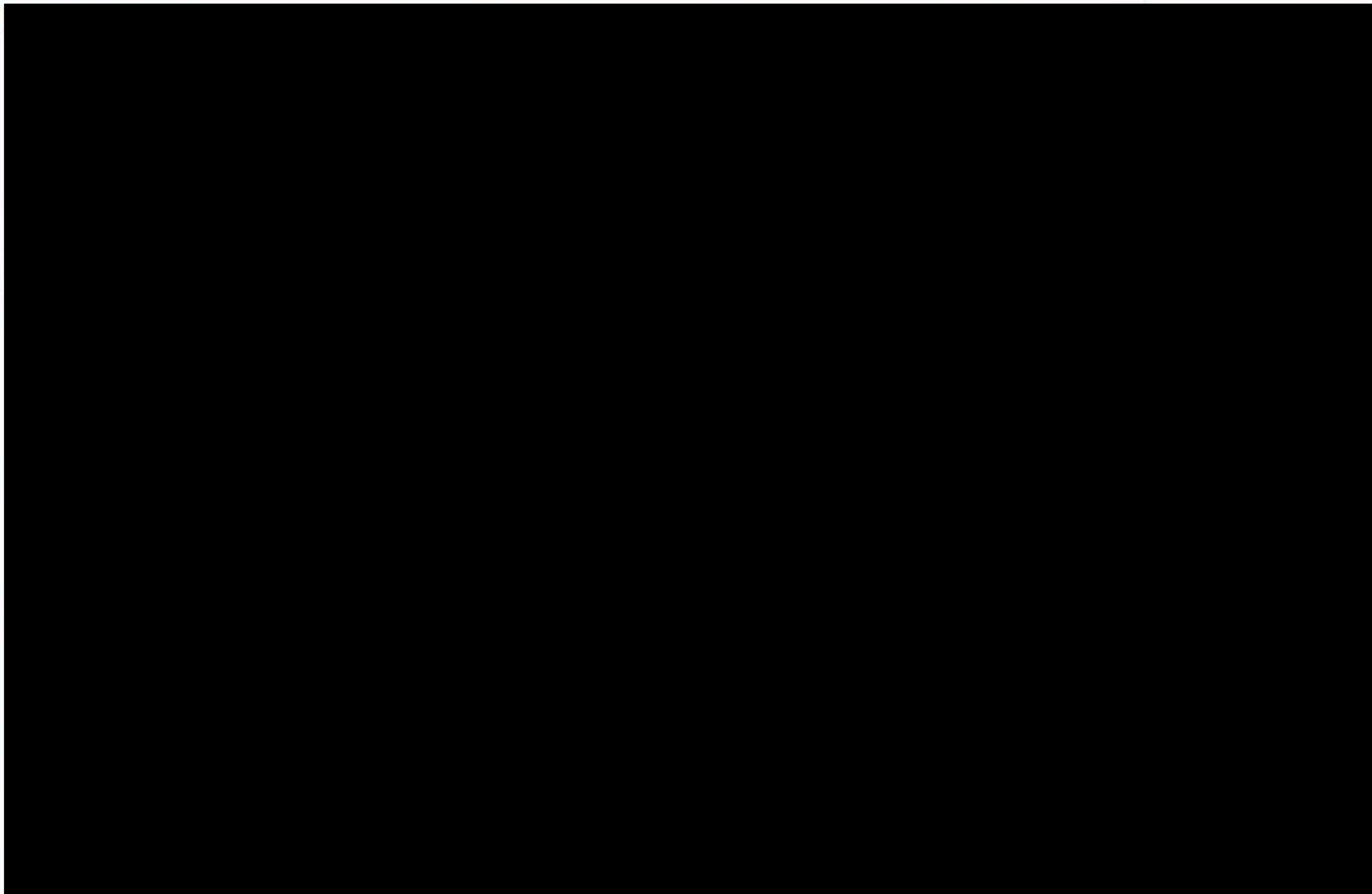
MTMS 37.08 Bellambi Station

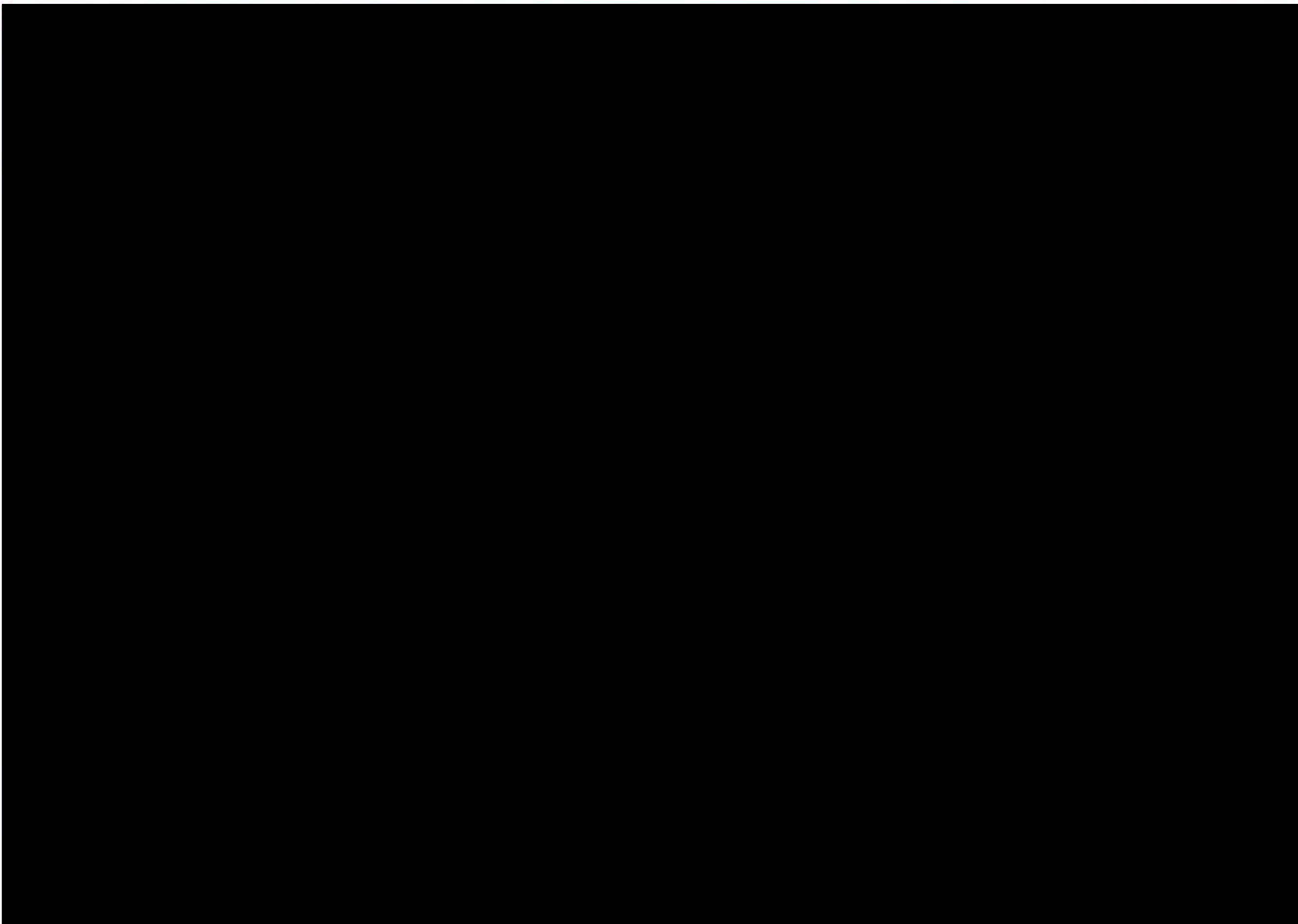


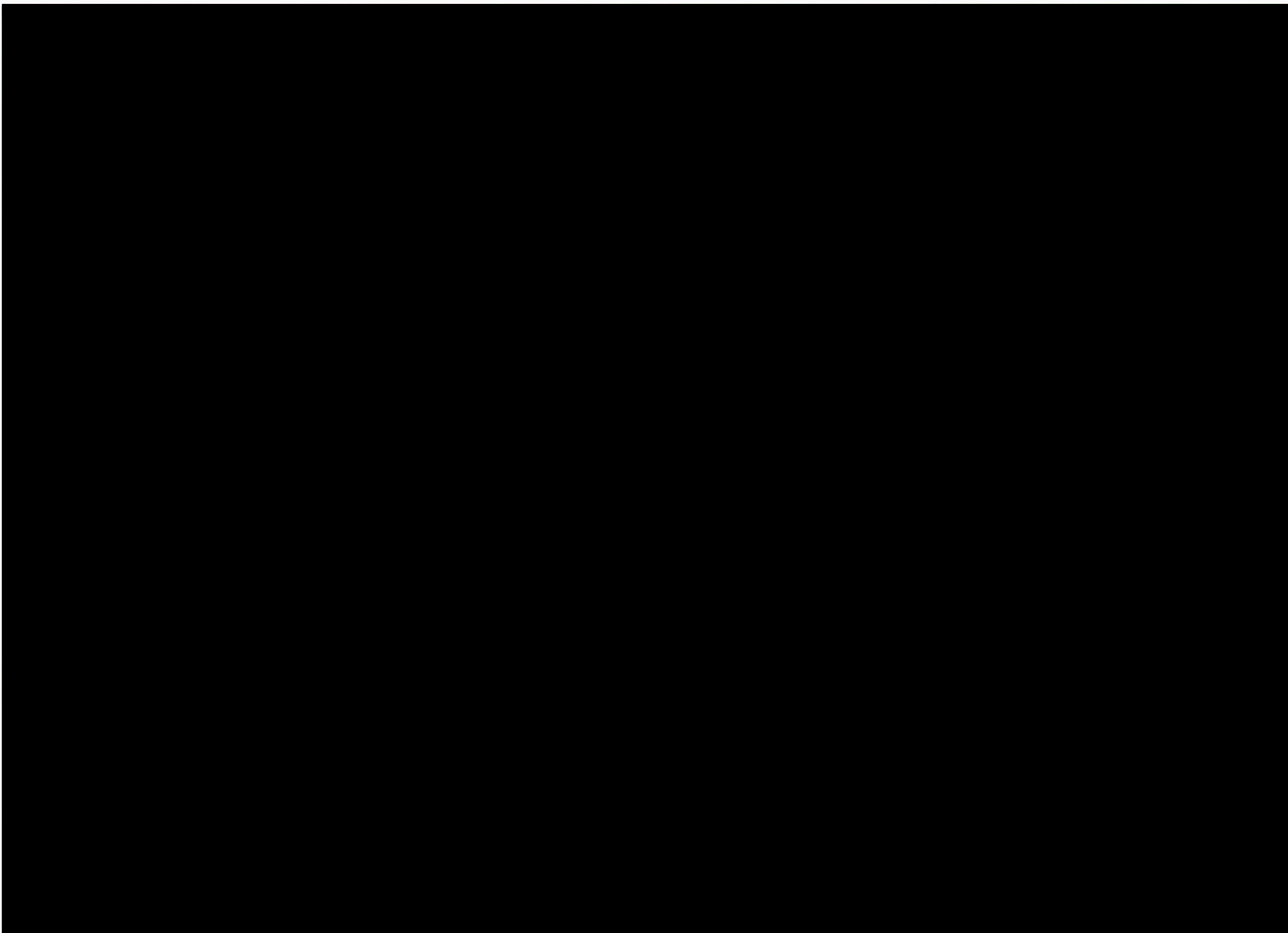
Direct Costs

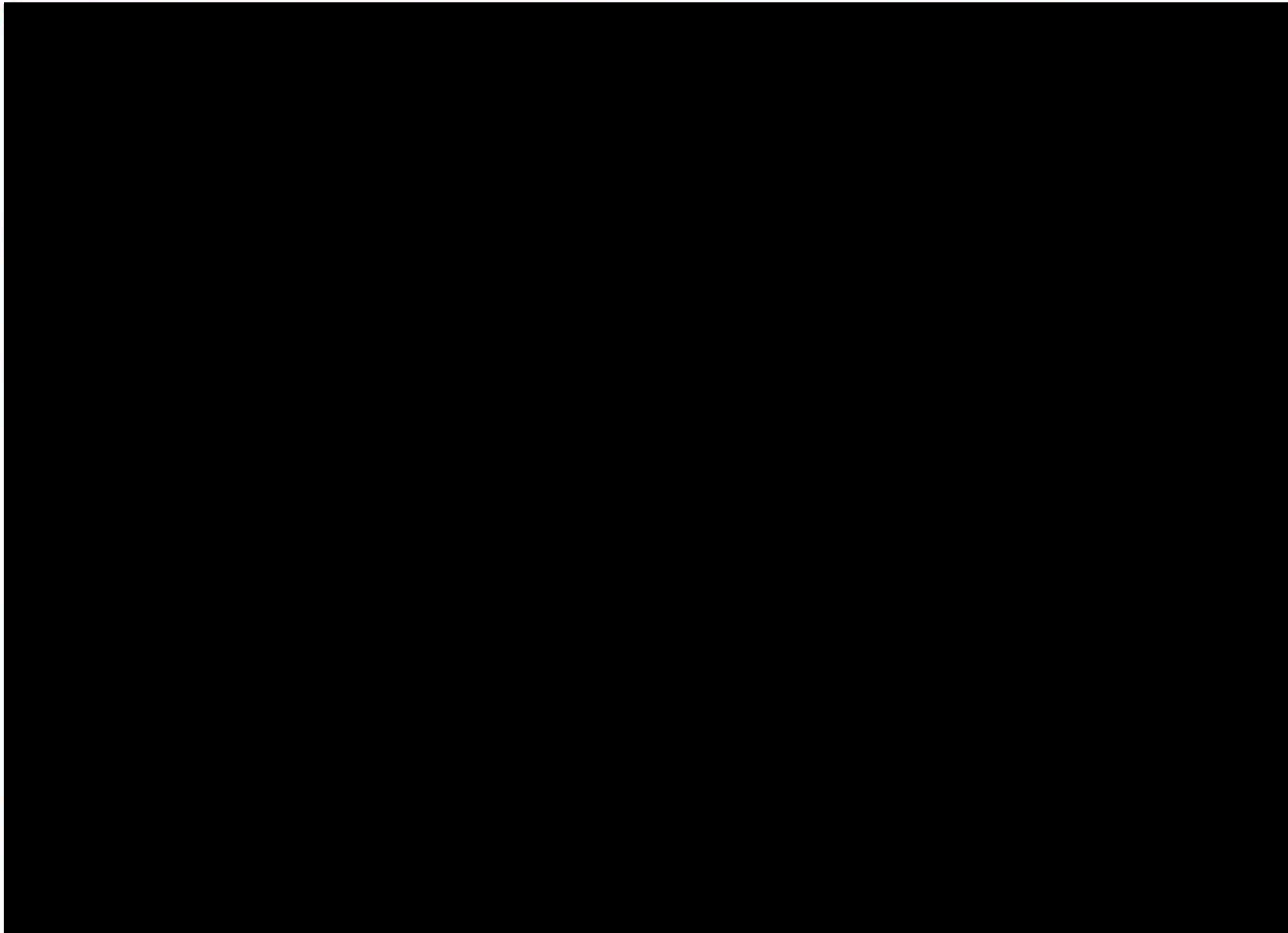
08 BELLAMBI STATION

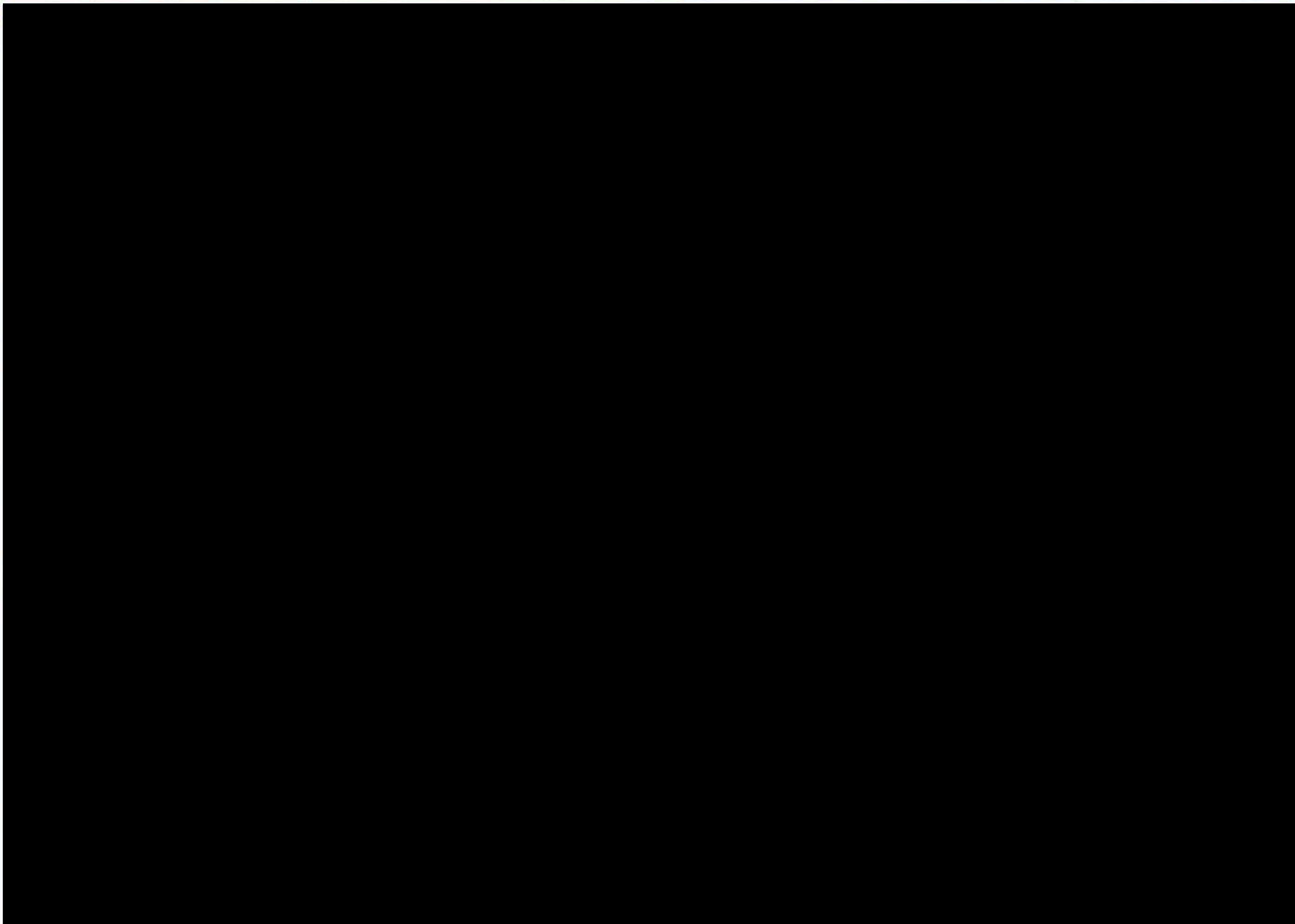
NOTE: Any activity stated which is not applicable to the project please label N/A

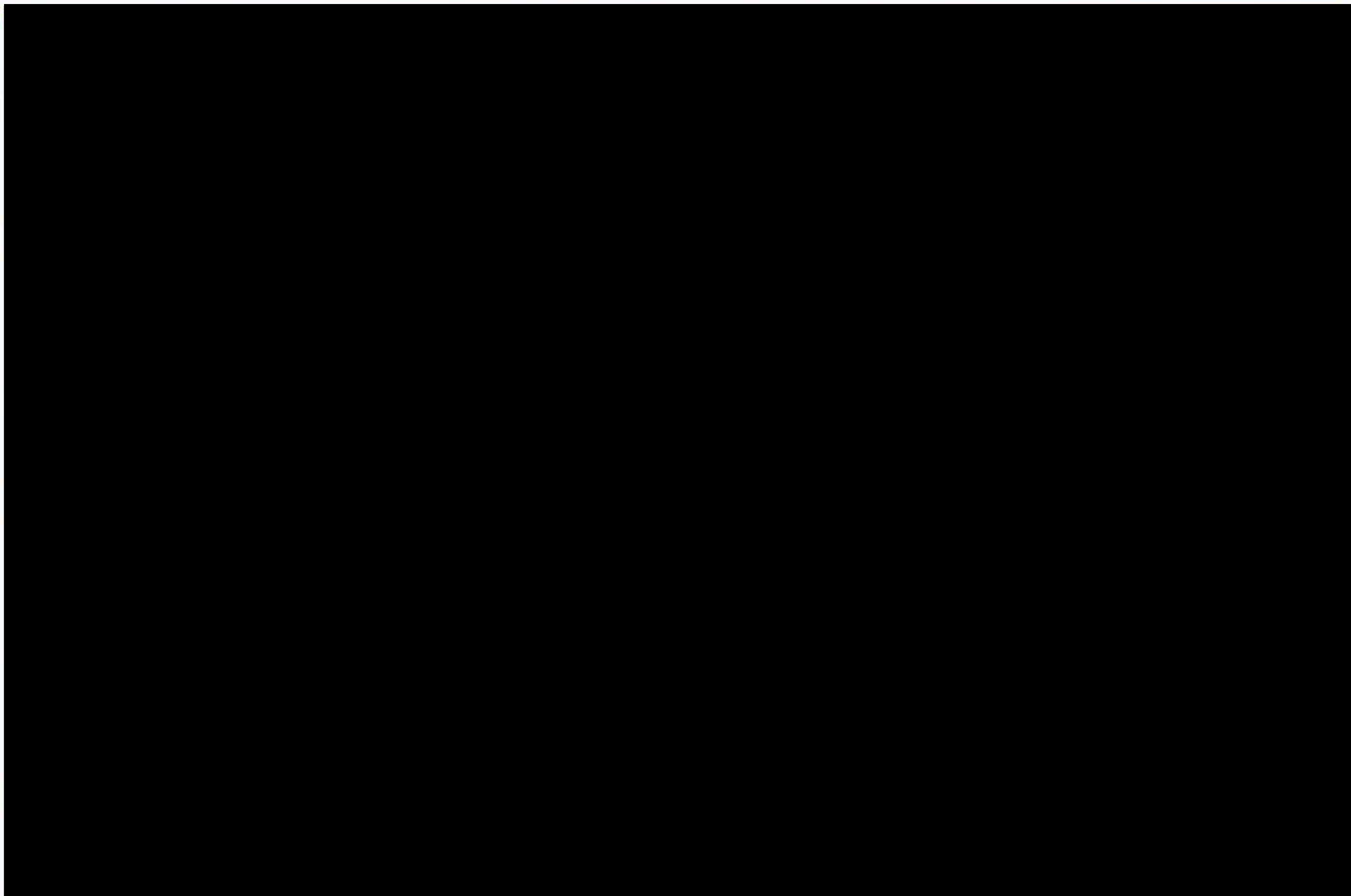




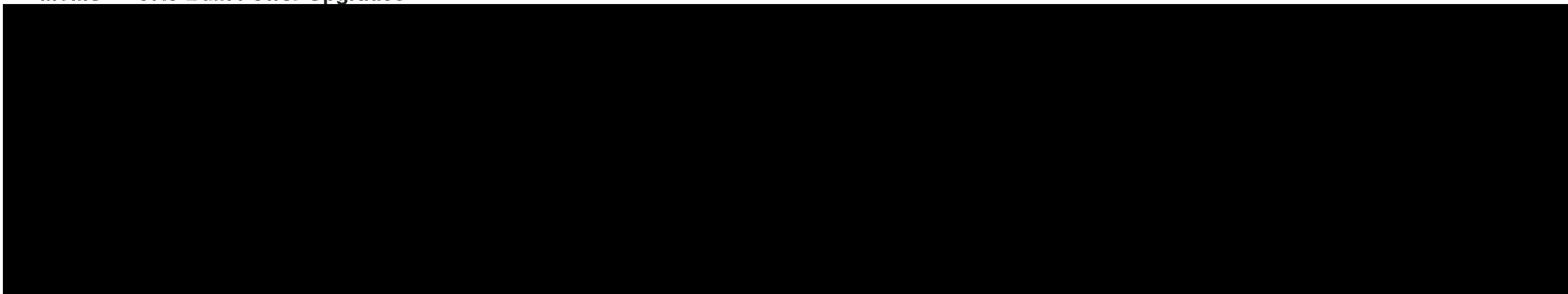








MTMS 37.9 Bulk Power Upgrades

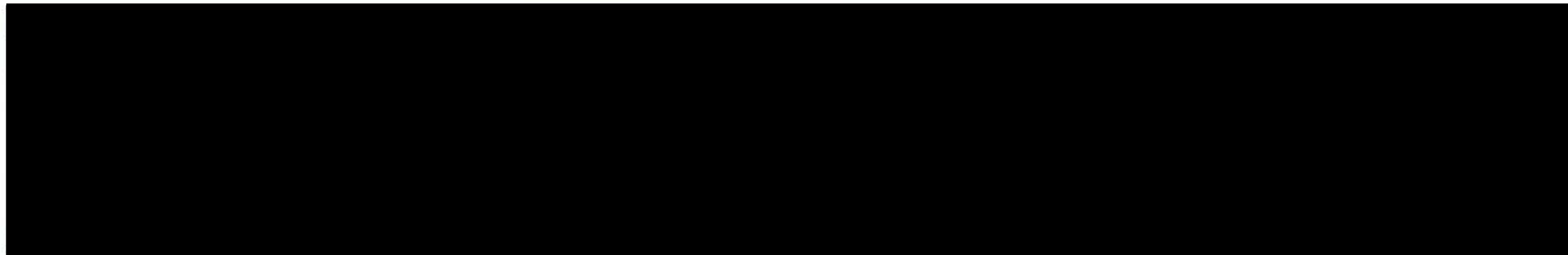


MTMS

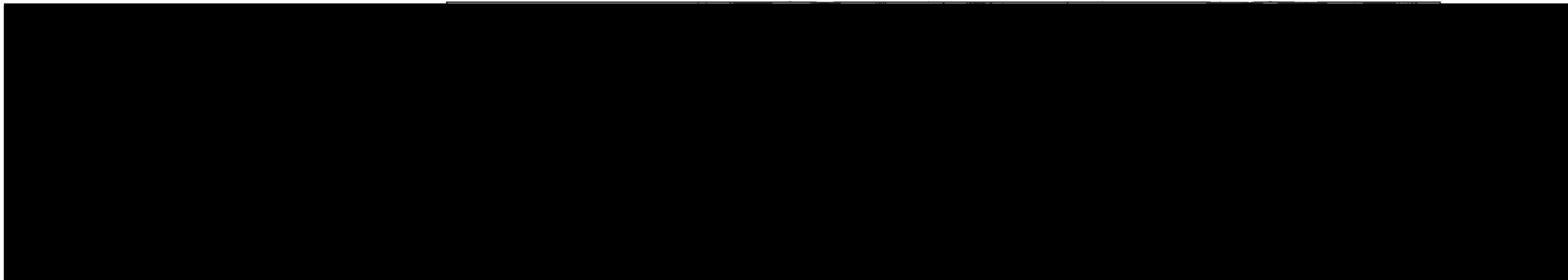
09

Power Upgrades

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



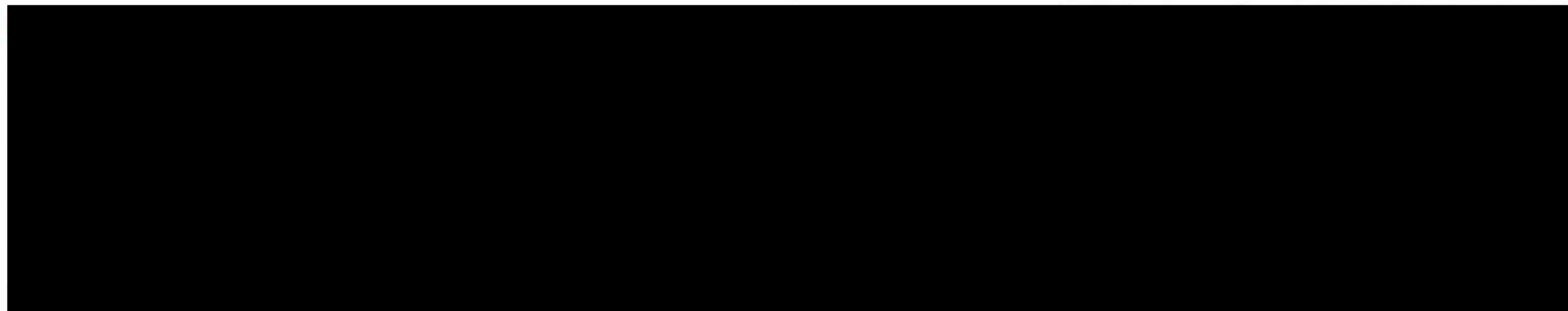
MTMS 37.10 TfNSW Owner Costs



MTMS

10 TfNSW Owner Costs

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



MTMS Indirects Summary

