Disclosure of Government contracts with the private sector Class 3 Contract (including WADs)
(as per Division 5, Part 3 of the Government Information (Public Access) Act 2009)

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>15.3662.2254</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>The Northern Road Upgrade Stage 3 North - Design and Construction</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>6/12/2016</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>136 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>136 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Lendlease Engineering Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 14, Tower Three, International Towers, Barangaroo, NSW, 2000</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$208,489,139</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$209,312,608</td>
</tr>
</tbody>
</table>

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract

Lendlease Corporation Limited.

Nil.

A description of any provisions with respect to the renegotiation of the contract

Price and an assessment based on best value for money considering conformity and completeness, entity details, organisational structure, experience and performance, subcontractors, proof engineer, ability to work with NSW Government, design, environmental, WHS, land requirements, proposed property works, extra land, initial management plans, contract program, current financial position and other commitments.

Nil.

The results of any cost-benefit analysis of the contract conducted by the agency

As part of the Final Business Case a conservative economic analysis of the proposed upgrade was undertaken based on available traffic modelling data. The results of the assessed options undertaken over a 30 year period, with 7 per cent discount rate indicated a benefit cost ratio (BCR) of 4.9.

Nil.

The components and quantum of the public sector comparator if used

Nil.
Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved.

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into.

Particulars of any other key elements of the contract.

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when.

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published.

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges).

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions.

A description of any provisions under which the amount payable to the contractor may be varied.

Nil.

Nil.

Nil.

Nil.

Nil.

Project Deed Schedules 1, 2 and 3 has the costs removed for confidentiality.

The contract contains clauses which allow the RMS to order and pay for variations necessary to satisfactorily complete the contract. There is a formula for cost adjustments in the contract based on indices published by the Australian Bureau of Statistics and other Government bodies.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>15.2615.1726</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>WestConnex Enabling Works - Airport East Precinct</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>16/11/2016</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>90 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>90 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>John Holland Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 3, PYRMONT, NSW, 2009</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Open Tender</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$74,811,176</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$75,393,980</td>
</tr>
</tbody>
</table>

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract:** Nil

**A description of any provisions with respect to the renegotiation of the contract:** Nil

**In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed:** Price and an assessment based on best value for money considering tenderer’s program, previous performance history, current financial position and other commitments, quality system, OHS&R performance, environmental performance, suitability of proposed personnel, plant, equipment and subcontractors.

Contractor is responsible for the maintenance of road within the work zone during construction only.

**A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services:** Nil

**Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer:** Nil

**Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer:** Nil

**The results of any cost-benefit analysis of the contract conducted by the agency:** N/A

**The components and quantum of the public sector comparator if used:** N/A

**Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved:** N/A

**Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into:** Undertaking for completion, Post Completion and Prepayment provided by Contractor.

**Particulars of any other key elements of the contract:** Nil
If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

Then individual rates and prices that make up the Contract Sum.

N/A

N/A

The contract contains clauses which allow the RMS to order and pay for variations necessary to satisfactorily complete the contract. There is a formula for cost adjustments in the contract based on indices published by the Australian Bureau of Statistics and other Government bodies.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>16.000302622.1611</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>HORNSBY QUARRY SPOIL DISPOSAL</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>1/06/2016</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>150 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>150 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>NORTHCONNEX STATE WORKS CONTRACTOR PTY LTD</td>
</tr>
<tr>
<td>Address</td>
<td>101 Wallgrove Road, Eastern Creek, NSW, 2766</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$28,879,012</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$28,879,012</td>
</tr>
</tbody>
</table>

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract**

The shareholders of the contractor, being NORTHCONNEX STATE WORKS CONTRACTOR PTY LTD (ABN 19 169 328 385) of 101 Wallgrove Road, Eastern Creek, NSW 2766, are:

1. **WSO MANAGEMENT NO.1 PTY LIMITED** (ACN: 134 286 338) of Level 33, 101 Collins Street, MELBOURNE VIC 3000
2. **WSO MANAGEMENT NO.2 PTY LIMITED** (ACN: 134 286 310) of Level 33, 101 Collins Street, MELBOURNE VIC 3000
3. **WSO MANAGEMENT NO.3 PTY LIMITED** (ACN: 134 286 294) of Level 33, 101 Collins Street, MELBOURNE VIC 3000
4. **WSO MANAGEMENT NO.4 PTY LIMITED** (ACN: 134 286 285) of Level 33, 101 Collins Street, MELBOURNE VIC 3000
5. **WSO MANAGEMENT NO.5 PTY LIMITED** (ACN: 134 286 267) of Level 33, 101 Collins Street, MELBOURNE VIC 3000
6. **QIC INFRASTRUCTURE MANAGEMENT NO. 2 PTY LTD** (ACN: 135 625 286) of Level 5, 66 Eagle Street, BRISBANE QLD 4000
7. **QIC INFRASTRUCTURE MANAGEMENT PTY LTD** (ACN: 096 932 188) of Level 5, 66 Eagle Street, BRISBANE QLD 4000
8. **TRANSURBAN NCX M7 HOLDCO PTY LTD** (ACN: 168 889 245) of 'Tower One Collins Square' Level 23, 727 Collins Street, DOCKLANDS VIC 3008
9. **QSUPER INVESTMENT HOLDINGS PTY LTD** (ACN: 153 817 120) of 'Central Plaza Three' Level 13, 70 Eagle Street, BRISBANE CITY QLD 4000
10. **NORTHWESTERN ROADS GROUP PTY LTD** (ACN: 169 328 330) of 101 Wallgrove Road, Eastern Creek, NSW 2766 has the same shareholders.

Whilst not a holding company or a subsidiary of the contractor, the following company is the project company involved in the delivery of the wider NorthConnex Project:

NORTHCONNEX COMPANY PTY LTD (ACN: 602 719 513) of 101 Wallgrove Road, Eastern Creek, NSW 2766

There is no provision to renegotiate the deed.

**A description of any provisions with respect to the renegotiation of the contract**

There is no provision to renegotiate the deed.

**In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed**

N/A. Unsolicited proposal.
A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services
n/a

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer
n/a

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer
n/a

The results of any cost-benefit analysis of the contract conducted by the agency
n/a

The components and quantum of the public sector comparator if used
n/a

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved
n/a

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into
n/a

Particulars of any other key elements of the contract
n/a

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when
n/a

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published
n/a

Where relevant, a summary of information used in the contractor’s full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions
n/a

A description of any provisions under which the amount payable to the contractor may be varied
n/a

- Asset to be owned by Hornsby Council. RMS assisting in the site remediation by depositing spoil from tunnel excavation at the site.

- CBR of the original unsolicited proposal was 2.12:1. No further CB analysis was undertaken by RMS. The project was deemed to be good outcome for the project and the community. Any additional CB studies would be the responsibility of Hornsby Council.

- Construction risk is with Project Co (Transurban) and the contractor. Risk for noise abatement and traffic management is with RMS.

- This information is not readily available but can be requested from the contractor if required. This may not be relevant as it is a change order to the original unsolicited proposal.

- The project deed has provisions for changes that can be initiated by RMS or the contractor.
Contract ID: 15.2537.0111
Contract Description: Additional Crossing of the Clarence River at Grafton - Design and Construct
Contract Commencement Date: 30/05/2016
Initial Contract Period: 156 wks
Revised Contract Period: 156 wks
Successful Tenderer: Fulton Hogan Construction Pty Ltd
Address: Level 1 Bid 7 Botanicca Corporate Park, RICHMOND, VIC, 3121
Method of Tendering: Multi Stage (Prequalified / Registered)
Awarded Value: $158,882,709

Estimated Amount Payable: $159,322,583

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract:
Nil

A description of any provisions with respect to the renegotiation of the contract:
Nil

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed:
Assessment based on value for money after consideration of tender criteria

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services:
Landscape maintenance period 12 months

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer:
Nil

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer:
Nil

The results of any cost-benefit analysis of the contract conducted by the agency:
Tender represents the best value for money, based on the adjusted comparative prices of the tenders and their relative worth

The components and quantum of the public sector comparator if used:
Nil

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved:
Nil

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into:
Unconditional Undertakings - AAI Limited Trading as Vero insurance with the value of $5,271,941.00

Particulars of any other key elements of the contract:
Project Verifier - Arcadis/APP

A complete copy of the contract (excluding confidential information) will be published on the RMS "contracts Awarded" internet site.

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when:
A complete copy of the contract (excluding confidential information) will be published on the RMS "contracts Awarded" internet site.
If some or all of the contract is not disclosed for reasons of confidentiality, a
general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor’s full base case
financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the
reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the
contractor may be varied

* Construction contract sum, design contract sum, incentive payment
* Delay costs rates
* Contractors payment schedules
* Contractor hourly rates
* Project verifier fee, rate and payment schedules
* Environmental representative fees, rates and payment schedules.

Nil

There is an overiding public interest against disclosure of the information below as there
are public interest considerations against disclosure and, on balance, those
considerations outweigh the public interest considerations in favour of disclosure.

The contract contains clauses which allow the RMS to order and Pay for variations
necessary to satisfactorily complete the contract.
<table>
<thead>
<tr>
<th><strong>Contract ID</strong></th>
<th>14.2613.2738</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Description</strong></td>
<td>Shared path Bridge over Nepean River - Construction</td>
</tr>
<tr>
<td><strong>Contract Commencement Date</strong></td>
<td>13/05/2016</td>
</tr>
<tr>
<td><strong>Initial Contract Period</strong></td>
<td>90 wks</td>
</tr>
<tr>
<td><strong>Revised Contract Period</strong></td>
<td>104.6 wks</td>
</tr>
<tr>
<td><strong>Successful Tenderer</strong></td>
<td>Seymour Whyte Constructions Pty Ltd</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>Level 8, MCMAHONS POINT, NSW, 2060</td>
</tr>
<tr>
<td><strong>Method of Tendering</strong></td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td><strong>Awarded Value</strong></td>
<td>$34,908,770</td>
</tr>
<tr>
<td><strong>Estimated Amount Payable</strong></td>
<td>$35,758,406</td>
</tr>
</tbody>
</table>

| **Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract** | Nil |
| **A description of any provisions with respect to the renegotiation of the contract** | Nil |
| **In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed** | Value for money |
| **A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services** | Nil |
| **Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer** | Nil |
| **Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer** | Nil |
| **The results of any cost-benefit analysis of the contract conducted by the agency** | Nil |
| **The components and quantum of the public sector comparator if used** | Nil |
| **Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved** | Nil |
| **Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into** | Nil |
| **Particulars of any other key elements of the contract** | Nil |
| **If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when** | Nil |
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor’s full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

Nil

Nil

Nil

Nil

This GC21 contract clauses allow for RMS to order and pay for variations and to vary quantities of work paid for under the Schedule of Rates
Contract ID 16.0000002038.0822
Contract Description GTA 5 - SCATS-Traffic Management Communication Solution
Contract Commencement Date 30/03/2016
Initial Contract Period 40 wks
Revised Contract Period 40 wks
Successful Tenderer Telstra Corporation Limited
Address GPO Box 9901, MELBOURNE, VIC, 3001
Method of Tendering Limited (Single Invitation / Selective/WADs)
Awarded Value $4,180,000
Estimated Amount Payable $4,180,000

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract
Nil

A description of any provisions with respect to the renegotiation of the contract
Nil

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed
Value for Money

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services
Nil

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer
Nil

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer
Nil

The results of any cost-benefit analysis of the contract conducted by the agency
Value for Money

The components and quantum of the public sector comparator if used
Contract sourced from NSWBuy Portal Contract GTA5

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved
No construction

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into
Nil

Particulars of any other key elements of the contract
Contract sourced from NSWBuy Portal Contract GTA5

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when
Nil
If some or all of the contract is not disclosed for reasons of confidentiality, a
general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case
financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the
reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the
contractor may be varied

Any commercial matters

Not relevant

Nil

Variation in Services or change in rates
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>15.2574.1823</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Construction of RMS Site Compound in Grong Grong</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>15/03/2016</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>6 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>15.4 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Ladex Construction Group Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>35 Bomen Road, WAGGA WAGGA, NSW, 2650</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Open Tender</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$196,318</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$389,591</td>
</tr>
</tbody>
</table>

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract**

Non

**A description of any provisions with respect to the renegotiation of the contract**

Tenders have been assessed on the basis of best value for money by considering the following criteria as set out in Section 8.3 of the Request for Tenders:

1. The tender price and the integrity of its structure (after application of applicable Government Purchasing Policies).
2. Individual rates and prices and the integrity of their structure.
3. Current financial position and commitments on other contracts.
5. Suitability of proposed personnel, plant, equipment and subcontractors.
6. Previous performance, concerning safety, industrial relations, environmental protection and community relations.
7. Claims history.
8. Record of compliance or otherwise with NSW Government Code of Practice for Procurement.
9. Records of performance, claims and compliance with Codes provided by other NSW Government agencies or departments.

**A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services**

NA

**Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer**

NA

**Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer**

NA

**The results of any cost-benefit analysis of the contract conducted by the agency**

NA

**The components and quantum of the public sector comparator if used**

NA
Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into

Particulars of any other key elements of the contract

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor’s full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied
Contract ID: 16.0000002152.0453
Contract Description: Lenovo Contract Variation: Execution of option to extend
Contract Commencement Date: 18/02/2016

Initial Contract Period: 41 wks
Revised Contract Period: 92 wks

Successful Tenderer: Lenovo (Australia & New Zealand) Pty Limited
Address: Level 4, ST LEONARDS, NSW, 2065
Method of Tendering: Limited (Single Invitation / Selective/WADs)

Awarded Value: $10,718,759
Estimated Amount Payable: $21,388,759

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract
Nil

A description of any provisions with respect to the renegotiation of the contract
Nil

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed
Value for money and technology required

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services
Operation of RMS IT hardware

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer
N/A

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer
Nil

The results of any cost-benefit analysis of the contract conducted by the agency
Value for money

The components and quantum of the public sector comparator if used
Contract sources from Head agreement for ICT Hardware for the NSW Government Contract 888

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved
N/A

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into
Nil

Particulars of any other key elements of the contract
Head agreement for ICT Hardware for the NSW Government Contract 888

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when
Commercial pricing
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

Any commercial matters

Not relevant

Nil

Variation in items managed or change in quantity and rates.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>15.2914.1571</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Supply of Sydney Harbour Bridge/ Sydney Harbour Tunnel (SHB/SHT) Replacement Tolling Roadside System</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>1/02/2016</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>54 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>54 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>KAPSCCH TRAFFICCOM AUSTRALIA PTY. LTD</td>
</tr>
<tr>
<td>Address</td>
<td>Level 10, 636 St Kilda Road, Melbourne, VIC, 3004</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$11,158,914</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$11,158,914</td>
</tr>
</tbody>
</table>

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract.

Particulars of any provisions with respect to the renegotiation of the contract.

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer.

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer.

The results of any cost-benefit analysis of the contract conducted by the agency.

The components and quantum of the public sector comparator if used.

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved.

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into.

Particulars of any other key elements of the contract.

Not Applicable

Nil provisions

This contract is a result of a direct negotiation with the supplier.

Maintenance services is not part of the scope of work for this contract. Refer to contract 15.2914.1571B for the maintenance. Information of this contract disclosed separately in CM21# 15.2914.1632.

Not applicable

Not applicable

Not applicable

Not applicable

Amount of Bank Guarantee (clause 29.1) - Twenty percent of the Contract Price ($2,028,893 as at the Execution Date), with 50% of the value of the Bank Guarantee to be released to the issuer upon Practical Completion and the remaining balance to be released upon completion if the Warranty Period.

Contract schedules.

Liquidated Damages (clause 11.9)

Warranty Period min duration (clause 26.2)
If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

TBA once legal has reviewed the contract.

TBA once legal has reviewed the contract.

Not applicable

Not applicable. A copy of the contract will be published after legal has reviewed any confidential information.

The contract contains clauses which allow the RTA to order and pay for variations necessary to satisfactorily complete the contract.
Contract ID: 15.0000003541.2651
Contract Description: Google Enterprise Software Licensing
Google Maps API Work licence-support Journey Time Data Platform
Contract Commencement Date: 13/12/2015
Initial Contract Period: 52 wks
Revised Contract Period: 52 wks
Successful Tenderer: NGIS Australia Pty Ltd
Address: Level 1, BONDI JUNCTION, NSW, 2222
Method of Tendering: Limited (Single Invitation / Selective/WADs)
Awarded Value: $993,284
Estimated Amount Payable: $993,284

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract

A description of any provisions with respect to the renegotiation of the contract

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer

The results of any cost-benefit analysis of the contract conducted by the agency

The components and quantum of the public sector comparator if used

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into

Particulars of any other key elements of the contract

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor’s full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>15.2615.1367</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Detailed design for Mona Vale Road Upgrade between McCarrs Creek Road and Foley Street</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>4/12/2015</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>52 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>52 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>AURECON AUSTRALASIA PTY LTD</td>
</tr>
<tr>
<td>Address</td>
<td>2 Palmer Street North, Parramatta, NSW, 2151</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$7,121,173</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$8,311,399</td>
</tr>
</tbody>
</table>

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract**

| Nil |

**A description of any provisions with respect to the renegotiation of the contract**

| N/A |

**In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed**

| N/A |

**A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services**

| Refer to tender assessment report. |

**Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer**

| N/A |

**Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer**

| N/A |

**The results of any cost-benefit analysis of the contract conducted by the agency**

| See tender assessment report. |

**The components and quantum of the public sector comparator if used**

| See tender assessment report. |

**Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved**

| Refer to the tender submission. |

**Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into**

| N/A |

**Particulars of any other key elements of the contract**

| N/A |

**If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when**

| N/A |
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

All variations has to be submitted to RMS for approval.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>16.000002914.0719</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Design, Supply, Installation and Maintenance of the Trip Reconstruction and Rating Module (TRARM)</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>26/08/2015</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>82 wks</td>
</tr>
<tr>
<td><strong>Revised Contract Period</strong></td>
<td><strong>82 wks</strong></td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>SICE Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 5, MELBOURNE, VIC, 3004</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$8,234,897</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$8,234,897</td>
</tr>
</tbody>
</table>

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract**

Not Applicable

**A description of any provisions with respect to the renegotiation of the contract**

Nil provisions

**In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed**

This contract is a result of a direct negotiation with the supplier.

**A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services**

This contract includes operational and maintenance services.

**Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer**

Not applicable

**Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer**

Not applicable

**The results of any cost-benefit analysis of the contract conducted by the agency**

Not applicable

**The components and quantum of the public sector comparator if used**

Not applicable

**Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantify (where practicable) in net present-value terms and specifying the major assumptions involved**

Not applicable

**Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into**

Liquidated damages - clause 10.11
Min duration of warranty period - clause 11.2
Supplier Consequential Loss Liability Cap - clause 36.2 (c)
Supplier Liability Cap - clause 36.3(a)(i)
Amount of Bank Guarantee - clause 38.1

**Operational and Maintenance Phase - Clause 1.2**

Operational Support Period - Clause 13

**Date for Practical Completion for each Release - Clause 48. As stated in Schedule 1.**

Register as at 05-Jul-17 10:00:28 AM
If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when.

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published.

Where relevant, a summary of information used in the contractor’s full base case financial model (for example, the pricing formula for tolls or usage charges).

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions.

A description of any provisions under which the amount payable to the contractor may be varied.

TBA once legal has reviewed the contract.

TBA once legal has reviewed the contract.

Refer to Schedule 2 - Prices, Fees and Rates

Not applicable. A copy of the contract will be published after legal has reviewed any confidential information.

The contract contains clauses which allow the RTA to order and pay for variations necessary to satisfactorily complete the contract.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>15.2930.1199</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Foreshore Road HVIS Land Lease with Sydney Airport Coorperation Limited.</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>16/06/2015</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>1560 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>1560 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>SYDNEY AIRPORT CORPORATION LIMITED</td>
</tr>
<tr>
<td>Address</td>
<td>10 Arrivals Court, Sydney International Airport, NSW, 2020</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$1,369,184</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$1,369,184</td>
</tr>
</tbody>
</table>

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract**

NA

**A description of any provisions with respect to the renegotiation of the contract**

No provisions with respect to the renegotiation of the contract

**In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed**

The contract in place is for the leasing of the land from a single provider, being Sydney Airport Cooperation Limited, RMS has employed QS contractors to assess the pricing structure in addition to employing an independent legal firm to review the contract.

**A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services**

25 year land lease to be paid over two payments.

**Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer**

NA

**Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer**

NA

**The results of any cost-benefit analysis of the contract conducted by the agency**

favourable towards leasing the land from SACL and the construction of a Heavy Vehicle Inspection Bay on Forshore Road to improve road safety and Heavy Vehicle compliance on our network.

NA

**The components and quantum of the public sector comparator if used**

NA to the lease

**Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved**

NA

**Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into**

contract lease in place between RMS and SACL

**Particulars of any other key elements of the contract**

Lease over 25 Years
If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

No reason

No provisions under which the amount payable to the contractor may be varied
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>15.26.10.1238</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Strategic Procurement Strategy RMS Capital Program 2015 to 2020</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>15/06/2015</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>52 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>52 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>E3 Advisory Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Suite 3, Level 24, Clarance St, Sydney, NSW, 2000</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$125,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$218,500</td>
</tr>
</tbody>
</table>

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract**

N/A

**A description of any provisions with respect to the renegotiation of the contract**

N/A

**In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed**

As per the Tender Assessment report

**A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services**

N/A

**Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer**

N/A

**Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer**

N/A

**The results of any cost-benefit analysis of the contract conducted by the agency**

N/A

**The components and quantum of the public sector comparator if used**

N/A

**Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved**

N/A

**Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into**

N/A

**Particulars of any other key elements of the contract**

N/A

**If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when**

N/A
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied
Contract ID 14.2615.1680
Contract Description Northern Beaches Hospital Connectivity and Network Enhancement Project
Contract Commencement Date 15/05/2015
Initial Contract Period 149 wks
Revised Contract Period
Successful Tenderer FERROVIAL AGROMAN (AUSTRALIA) PTY LTD & YORK CIVIL PTY LTD
Address Level 9, 65 Berry Street, North Sydney, NSW, 2060
Method of Tendering Multi Stage (Prequalified / Registered)
Awarded Value $346,131,429
Estimated Amount Payable $361,224,154

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract
Nil

A description of any provisions with respect to the renegotiation of the contract
Nil

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed
Non-price criteria (NP)
NP1 Risks and methodology
NP2 Design
NP3 Resources and organisation
NP4 Customer focus
NP5 Innovation, collaboration, relationships
NP6 Working with the NSW Government

Price Criterian based on the options submitted
None other than the 3 years Landscape Maintenance entwined with contract.

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services
Nil

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer
Nil

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer
Nil

The results of any cost-benefit analysis of the contract conducted by the agency
BCR - 7.7

The components and quantum of the public sector comparator if used
Nil

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved
All construction and operational risks are evaluated as part of the Environmental Impact Statements in two stages.

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into
Nil.
**Particulars of any other key elements of the contract**

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when.

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published.

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges).

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions.

A description of any provisions under which the amount payable to the contractor may be varied.

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improve connectivity to the Northern Beaches Hospital by (Stage 1) increasing two lanes to four lanes on Forest Way, Naree road and Frenchs Forest Road and (Stage 2) network enhancement work to improve traffic performance on Warringah road.</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Not relevant</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>
Contract ID: 15.2622.2132
Contract Description: NORTHCONNEX - STATE WORKS DEED
Contract Commencement Date: 2/02/2015
Initial Contract Period: 250 wks
Revised Contract Period: 250 wks
Successful Tenderer: NORTHCONNEX STATE WORKS CONTRACTOR PTY LTD
Address: 101 Wallgrove Road, Eastern Creek, NSW, 2766
Method of Tendering: Limited (Single Invitation / Selective/WADs)
Awarded Value: $710,991,791
Estimated Amount Payable: $710,991,791

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract**

The shareholders of the contractor, being NORTHCONNEX STATE WORKS CONTRACTOR PTY LTD (ABN 19 169 328 385) of 101 Wallgrove Road, Eastern Creek, NSW 2766, are:
- WSO MANAGEMENT NO.1 PTY LIMITED (ACN: 134 286 338) of Level 33, 101 Collins Street, MELBOURNE VIC 3000
- WSO MANAGEMENT NO.2 PTY LIMITED (ACN: 134 286 310) of Level 33, 101 Collins Street, MELBOURNE VIC 3000
- WSO MANAGEMENT NO.3 PTY LIMITED (ACN: 134 286 294) of Level 33, 101 Collins Street, MELBOURNE VIC 3000
- WSO MANAGEMENT NO.4 PTY LIMITED (ACN: 134 286 285) of Level 33, 101 Collins Street, MELBOURNE VIC 3000
- WSO MANAGEMENT NO.5 PTY LIMITED (ACN: 134 286 267) of Level 33, 101 Collins Street, MELBOURNE VIC 3000
- QIC INFRASTRUCTURE MANAGEMENT PTY LTD (ACN: 096 932 188) of Level 5, 66 Eagle Street, BRISBANE QLD 4000
- QIC INFRASTRUCTURE MANAGEMENT PTY LTD (ACN: 096 932 188) of Level 5, 66 Eagle Street, BRISBANE QLD 4000
- TRANSURBAN NCX M7 HOLDING PTY LTD (ACN: 168 889 245) of 'Tower One Collins Square' Level 23, 727 Collins Street, DOCKLANDS VIC 3008
- QSUPER INVESTMENT HOLDINGS PTY LTD (ACN: 153 817 120) of 'Central Plaza Three' Level 13, 70 Eagle Street, BRISBANE CITY QLD 4000
- NORTHWESTERN ROADS GROUP PTY LTD (ACN: 169 328 330) of 101 Wallgrove Road, Eastern Creek, NSW 2766 has the same shareholders.

Whilst not a holding company or a subsidiary of the contractor, the following company is the project company involved in the delivery of the wider NorthConnex Project:
- NORTHCONNEX COMPANY PTY LTD (ACN: 602 719 513) of 101 Wallgrove Road, Eastern Creek, NSW 2766

**A description of any provisions with respect to the renegotiation of the contract**

There is no provision to renegotiate the Deed

**In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed**

N/A. Unsolicited proposal.
A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer

The results of any cost-benefit analysis of the contract conducted by the agency

The components and quantum of the public sector comparator if used

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into

Particulars of any other key elements of the contract

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

...
Contract ID 13.2613.0706
Contract Description Old Wallgrove Rd upgrade from Roberts Rd to M7 Interchange
Contract Commencement Date 7/08/2014
Initial Contract Period 98 wks
Revised Contract Period 142 wks
Successful Tenderer Daracon Contractors Pty Ltd
Address 17 James Street, WALLSEND, NSW, 2287
Method of Tendering Open Tender
Awarded Value $52,604,849
Estimated Amount Payable $61,008,752

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract.

There is not any particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract.

A description of any provisions with respect to the renegotiation of the contract.

There are no provisions with respect to the renegotiation of the contract.

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed.

Assessment based on value for money after consideration of tender criteria.

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.

There are no provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer.

No provisions for future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer.

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer.

No provisions for future transfers of significant assets to the contractor, including the date of their proposed transfer.

The results of any cost-benefit analysis of the contract conducted by the agency.

No cost-benefit analysis were conducted for the contract.

The components and quantum of the public sector comparator if used.

No public sector comparator used.

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved.

No provisions to share risks.

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into.

No significant guarantees or undertakings between parties.

Particulars of any other key elements of the contract.

No other key elements of the contract.

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when.

The contract is currently published.
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied
Contract ID 14.2587.0318
Contract Description Installation of School Zone Alert Signs (Type 1)
Contract Commencement Date 5/06/2014
Initial Contract Period 65 wks
Revised Contract Period 65 wks
Successful Tenderer G & B Services (NSW) Pty Ltd
Address 18 Rowood Road, PROSPECT, NSW, 2148
Method of Tendering Open Tender
Awarded Value $5,654,501
Estimated Amount Payable $5,680,971

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract

A description of any provisions with respect to the renegotiation of the contract

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer

The results of any cost-benefit analysis of the contract conducted by the agency

The components and quantum of the public sector comparator if used

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into

Particulars of any other key elements of the contract

Debjack Pty Ltd (ABN : 79 076 031 500); Infrastructure Signs Pty Ltd (ABN : 27 122 497 812); Graf Family Trust (ABN : 86 015 820 099)

1. Organisational Capability
2. Schedule and LGA Grouping Strategy
3. Proposed Installation Arrangements
4. Solar Panel and Mount Arrangement

not applicable

not applicable

not applicable

none
If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when.

Where relevant, a summary of information used in the contractor’s full base case financial model (for example, the pricing formula for tolls or usage charges).

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions.

A description of any provisions under which the amount payable to the contractor may be varied.

Not applicable

Not applicable

No private funding applies

Not applicable

Clause 8.3. Payment for directions - Unless you have a specific entitlement to payment for a particular direction, you must comply with a direction at your own cost.

Clause 9.1. RMS may vary the Contracted Work
The RMS Representative may direct you to:
1. Increase, decrease or omit part of the Contracted Work, or
2. Change the character or quality of material or work used in the Contracted Work, or
3. Change the levels, lines, positions or dimensions of part of the Contracted Work, or
4. Do additional work. - You may not vary the Contracted Work without a written direction from the RMS Representative stating that it is a variation direction.

Clause 9.2. - Your right to claim that a direction is a variation
If the RMS Representative issues a direction which you consider to be a variation direction but which does not state that it is a variation direction, you must promptly write to the RMS Representative setting out the reasons why you consider the direction to be a variation direction.
Whenever possible, your written notice must be given to the RMS Representative before you start to comply with the direction. If you do not give the notice within 7 days of the date of the direction, you cannot later claim that the direction was a variation.

Clause 9.3. Effect of variations - No variation invalidates the Contract.

Clause 9.4. Valuation of variations - The RMS Representative will determine the value of variation after taking into account applicable contract rates and prices, your views on the value of the variation, relevant pricing information submitted by you at the time of tender and objective available evidence of relevant market prices.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>13.2646.2476</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Operation of RMS Vehicular Ferries, Northern Region</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>15/04/2014</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>157 wks</td>
</tr>
<tr>
<td><strong>Revised Contract Period</strong></td>
<td>157 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Birdon Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>4 Glen Ewan Road, PORT MACQUARIE, NSW, 2444</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Open Tender</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$4,245,038</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$4,245,038</td>
</tr>
</tbody>
</table>

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract**

None

**A description of any provisions with respect to the renegotiation of the contract**

The selected tender was the lowest acceptable tender. Contractor offered a further discount 3% of their tender price.

1. The tender price and the integrity of its structure (after application of applicable Government Purchasing Policies).
2. Individual rates and prices and the integrity of their structure.
3. Your current financial position, viability, systems and commitments on other contracts.
4. The outlines of your plans, systems and measures as set down in CT3A sections 7 to 16.
5. The information set down in CT3B if it was requested by the RMS.

Yes this contract is for providing services to Operate Northern Regional ferries at Ulmnarra and Lawrence

None. Not relevent

**A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services**

None. Not relevent

**Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer**

None. Not relevent

**Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer**

None. Not relevent

**The results of any cost-benefit analysis of the contract conducted by the agency**

None

**The components and quantum of the public sector comparator if used**

Not used

**Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved**

Not relevent
Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into.

Particulars of any other key elements of the contract

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when.

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published.

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges).

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions.

A description of any provisions under which the amount payable to the contractor may be varied.

Contractor submitted a 5% performance guarantee as per the tender conditions.

3 year contract and annual price adjustments with CPI index

Contract disclosed

Contract disclosed and all parties informed the results.

Not relevant

Contract disclosed

None. If only the RMS requests additional operation of 2nd Ferry at Lawrence it will be a variation. Payments will be made on the SOR given.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>15.2038.1996</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>GTA 5 Contract Variation - Voice and Mobile Services</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>31/03/2014</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>82 wks</td>
</tr>
<tr>
<td><strong>Revised Contract Period</strong></td>
<td><strong>82 wks</strong></td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Telstra Corporation Limited</td>
</tr>
<tr>
<td>Address</td>
<td>GPO Box 9901, MELBOURNE, VIC, 3001</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$10,275,833</td>
</tr>
<tr>
<td><strong>Estimated Amount Payable</strong></td>
<td><strong>$10,275,833</strong></td>
</tr>
</tbody>
</table>

| Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract | Nil |
| A description of any provisions with respect to the renegotiation of the contract | Nil |
| In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed | Value for Money |
| A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services | Nil |
| Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer | Nil |
| Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer | Nil |
| The results of any cost-benefit analysis of the contract conducted by the agency | Value for money |
| The components and quantum of the public sector comparator if used | Contract sourced from NSWBuy Portal Contract GTA5 |
| Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved | No construction |
| Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into | Nil |
| Particulars of any other key elements of the contract | Contract under Government GTA 5 |
| If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when | Commercial pricing |
If some or all of the contract is not disclosed for reasons of confidentiality, a
general description of the types of provisions that have not been published
Where relevant, a summary of information used in the contractor's full base case
financial model (for example, the pricing formula for tolls or usage charges)
If some or all of the contract is not disclosed for reasons of confidentiality, the
reasons for not publishing the contract or provisions
A description of any provisions under which the amount payable to the
contractor may be varied

Any commercial matters
Not relevant
Nil
Variation in services managed or change in rates
Contract ID 14.2615.0666
Contract Description CBD Access Strategy Enabling Works Alliance - Phase 1
Contract Commencement Date 22/01/2014
Initial Contract Period 31 wks

Revised Contract Period
68.4 wks

Successful Tenderer Lend Lease Building Contractors Pty Ltd
Address Level 4, NORTH RYDE, NSW, 2113
Method of Tendering Limited (Single Invitation / Selective/WADs)
Awarded Value $187,937,154
Estimated Amount Payable $187,937,154

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract
Nil.

A description of any provisions with respect to the renegotiation of the contract
Nil.

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed
This Contract is offered as part of a Projet Alliance Agreement

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services
Nil.

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer
N/A

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer
N/A

The results of any cost-benefit analysis of the contract conducted by the agency
Contractor's previous experience in contracts of similar nature and performance in other Alliances.
Nil.

The components and quantum of the public sector comparator if used
N/A

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved
Nil.

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into
Nil.

Particulars of any other key elements of the contract
Nil.

If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when
The confidential provisions will not be disclosed.
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published. Where relevant, a summary of information used in the contractor’s full base case financial model (for example, the pricing formula for tolls or usage charges).

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions.

A description of any provisions under which the amount payable to the contractor may be varied.

Commercial framework details related to non-owner participant commercial arrangements.

N/A

This project is delivered through a Project Alliance Agreement where one non-owner participant is involved.

1. Commercial Framework agreed by the NOP will not be published.

Nil.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>14.2545.0118</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Traffic Signals intersection of HW10 Pacific Highway, Cook Drive and North Boambee Road Coffs Harbour</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>9/01/2014</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>52 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>52 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Coffs Harbour City Council</td>
</tr>
<tr>
<td>Address</td>
<td>2 Castle Street, COFFS HARBOUR, NSW, 2450</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$7,600,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$8,850,831</td>
</tr>
</tbody>
</table>

- **Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract:** Nil

- **A description of any provisions with respect to the renegotiation of the contract:** The PAA has provisions to carry the Total Outturn Cost (TOC) if there is a significant scope change.

- **In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed:** NA

- **A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services:** Single Invitation

- **Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer:** NA

- **Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer:** NA

- **The results of any cost-benefit analysis of the contract conducted by the agency:** NA

- **The components and quantum of the public sector comparator if used:** NA

- **Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved:** Risks shared through PAA

- **Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into:** NA

- **Particulars of any other key elements of the contract:** The PAA is with Coffs Harbour City Council

- **If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when:** No, Schedule 7 of the PAA Commercial Framework as it contains information that is Commercial in Confidence
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

Schedule 7 of the PAA Commercial Framework as it contains information that is Commercial in Confidence

NA

Schedule 7 of the PAA Commercial Framework as it contains information that is Commercial in Confidence

As per Project Alliance Agreement (PAA)
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>13.2998.0342</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Stewardship Maintenance Contract Sydney South Zone</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>4/11/2013</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>377 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>377 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>AMEY CONSULTING AUSTRALIA PTY LTD &amp; BORAL CONSTRUCTION MATERIALS LIMITED &amp; LEIGHTON CONTRACTORS PTY</td>
</tr>
<tr>
<td>Address</td>
<td>Level 5, 52 Phillip Street, Sydney, NSW, 2000</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$770,000,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$770,000,000</td>
</tr>
</tbody>
</table>

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract**

Leighton Boral Amey Joint Venture ABN: 81-716-338-085

**A description of any provisions with respect to the renegotiation of the contract**

The contract contains predefined terms for the option for RMS to extend the initial term for upto 3 years.

**In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed**

Tender from selected tenderers.

**A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services**

This is principally a maintenance contract, refer to contract.

**Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer**

N/A

**Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer**

N/A

**The results of any cost-benefit analysis of the contract conducted by the agency**

N/A

**The components and quantum of the public sector comparator if used**

N/A

**Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved**

N/A

**Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into**

N/A

**Particulars of any other key elements of the contract**

Nil
If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

The contract contains clauses which allow the RMS to order and pay for changes necessary to satisfactorily complete the contract, additionally future elements of work currently not yet specifically defined within the scope and term of the contract will be agreed within the commercial framework.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>13.2998.0340</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Stewardship Maintenance Contract Sydney West Zone</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>4/11/2013</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>377 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>377 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>DOWNER EDI WORKS PTY LTD &amp; MOUCHEL INTERNATIONAL (JERSEY) LIMITED</td>
</tr>
<tr>
<td>Address</td>
<td>Level 3, Triniti Business Campus, 39 Dehli Road, North Ryde, NSW, 2113</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$770,000,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$770,000,000</td>
</tr>
</tbody>
</table>

- **Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract**

- **A description of any provisions with respect to the renegotiation of the contract**

- **In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed**

- **A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services**

- **Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer**

- **Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer**

- **The results of any cost-benefit analysis of the contract conducted by the agency**

- **The components and quantum of the public sector comparator if used**

- **Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved**

- **Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into**

- **Particulars of any other key elements of the contract**

  - Downer EDI Limited ABN 92-646-425-631
  - MRBL Limited UK Registration no. 8177998
  - The contract contains predefined terms for the option for RMS to extend the initial term for up to 3 years.
  - Tender from selected tenderers.
  - This is principally a maintenance contract, refer to contract.
  - N/A
  - N/A
  - N/A
  - N/A
  - N/A
  - N/A
  - N/A
  - N/A
  - Nil
If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

The contract contains clauses which allow the RMS to order and pay for changes necessary to satisfactorily complete the contract, additionally future elements of work currently not yet specifically defined within the scope and term of the contact will be agreed within the commercial framework.
Contract ID: 12.2930.1718
Contract Description: Mobile Speed Camera Program Stage 2
Also relates to: 13.2930.1816
Contract Commencement Date: 17/10/2013
Initial Contract Period: 104 wks
Revised Contract Period: 104 wks
Successful Tenderer: Redflex Traffic Systems Pty Ltd
Address: 31 Market Street, SOUTH MELBOURNE, VIC, 3205
Method of Tendering: Open Tender
Awarded Value: $69,474,467
Estimated Amount Payable: $81,740,032

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract
No particulars noted.

Description of any provisions with respect to the renegotiation of the contract
No extra provisions noted. All provisions documented in contract.

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed
Time, cost, quality and the ability to provide the technical solution required.

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services
As per contract.

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer
None noted.

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer
None noted.

The results of any cost-benefit analysis of the contract conducted by the agency
Not applicable.

Ministerial requirement to improve safety on roads.

Not applicable.

Contractor assumes majority of risk. Paid on a fee for service.

The components and quantum of the public sector comparator if used

Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved

Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into

As per contract.

Particulars of any other key elements of the contract

2 year base plus 2 x 1 year extensions at the discretion of RMS

Contract not to be published.
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published.

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges).

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions.

A description of any provisions under which the amount payable to the contractor may be varied.

Statement of Services, Schedule of Rates & KPI requirements.

4600 enforcement hours per month.

Would provide a competitive advantage for future and/or related speed camera tenders.

Extentions of time (2 individual yearly extensions)
Contract ID: 13.2930.1816
Contract Description: Mobile Speed Camera - Stage 2
Also relates to: 12.2930.1718
Contract Commencement Date: 15/10/2013

Initial Contract Period: 156 wks
Revised Contract Period: 156 wks
Successful Tenderer: JENOPTIK AUSTRALIA PTY LTD
Address: Unit 14, LANE COVE, NSW, 2066
Method of Tendering: Open Tender
Awarded Value: $42,942,263
Estimated Amount Payable: $42,942,263

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract:
No particulars noted.

A description of any provisions with respect to the renegotiation of the contract:
No extra provisions noted. All provisions documented in contract.

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed:
Time, cost, quality and the ability to provide the technical solution required.

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services:
As per contract.

Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer:
None noted.

Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer:
None noted.

The results of any cost-benefit analysis of the contract conducted by the agency:
Not applicable.

Ministerial requirement to improve safety on roads:
Not applicable

Contractor assumes majority of risk. Paid on a fee for service.

As per contract.

3 year base plus 1 year extension at the discretion of RMS

Contract not to be published.
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published. Where relevant, a summary of information used in the contractor’s full base case financial model (for example, the pricing formula for tolls or usage charges). If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions. A description of any provisions under which the amount payable to the contractor may be varied.

- Statement of Services, Schedule of Rates & KPI requirements
- 2400 enforcement hours per month.
- Would provide a competitive advantage for future and related speed camera tenders.
- Extensions of time (1 yearly extension)
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>12.2152.2104</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Enforcement Technology and Lotus Notes Workflow Applications - Development, Maintenance and Support A</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>29/08/2013</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>104 wks</td>
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<tr>
<td><strong>Revised Contract Period</strong></td>
<td>104 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Itree Pty Limited</td>
</tr>
<tr>
<td>Address</td>
<td>Level 1 IC Central, NORTH WOLLONGONG, NSW, 2500</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$7,470,220</td>
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<td>Estimated Amount Payable</td>
<td>$7,470,220</td>
</tr>
</tbody>
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**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract**

N/A

**A description of any provisions with respect to the renegotiation of the contract**

N/A

**In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed**

N/A

**A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services**

Software Maintenance and support services.

**Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer**

Nil

**Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer**

Nil

**The results of any cost-benefit analysis of the contract conducted by the agency**

Nil

**The components and quantum of the public sector comparator if used**

N/A

**Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved**

Not relevant.

**Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into**

N/A

**Particulars of any other key elements of the contract**

The Software has to be maintained and supported as per agreed service levels.

**If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when**

N/A
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published.

Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges).

If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions.

A description of any provisions under which the amount payable to the contractor may be varied.

Detailed pricing and commercial terms.

Not relevant.

Commercially sensitive pricing.

Amount can be varied if the term is extended or reduced or if there is any change in scope.
<table>
<thead>
<tr>
<th><strong>Contract ID</strong></th>
<th>12.2587.2232</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Description</strong></td>
<td>To provide technical support services for Alert Device Controllers under school zones program</td>
</tr>
<tr>
<td><strong>Contract Commencement Date</strong></td>
<td>21/01/2013</td>
</tr>
<tr>
<td><strong>Initial Contract Period</strong></td>
<td>126 wks</td>
</tr>
<tr>
<td><strong>Revised Contract Period</strong></td>
<td>272 wks</td>
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<tr>
<td><strong>Successful Tenderer</strong></td>
<td>DEK CORPORATION PTY LTD</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>Cnr Riggall St and Maldon Street,, Broadmeadows, VIC, 3047</td>
</tr>
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<td><strong>Method of Tendering</strong></td>
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<tr>
<td><strong>Awarded Value</strong></td>
<td>$262,263</td>
</tr>
<tr>
<td><strong>Estimated Amount Payable</strong></td>
<td>$821,261</td>
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</tbody>
</table>

**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract**

DEK has advised that no subcontractor will be engaged.

**A description of any provisions with respect to the renegotiation of the contract**

None

**In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed**

The non-price criteria were:

- Experience and technical capabilities of the nominated personnel;
- Organizational capabilities;
- Method of delivery of services; and
- The integrity of Tender response, and overall level of satisfaction with the response.

The contractor is responsible for providing support services for an existing product.

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**A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services**

N/A

**Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer**

N/A

**Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer**

N/A

**The results of any cost-benefit analysis of the contract conducted by the agency**

N/A

**The components and quantum of the public sector comparator if used**

None

**Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved**

N/A

**Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into**

N/A

**Particulars of any other key elements of the contract**

None
If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when

If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published

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If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions

A description of any provisions under which the amount payable to the contractor may be varied

The contractor is responsible for performing maintenance activities on the rates provided for an existing product. These rates will be varied after June 2013 with the provisions for cost adjustment.
The scope of the activities may vary dependent on the project needs.
The contract period may be extended by a further one year.