## 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>12.2615.3184</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Windsor Bridge Alliance - Construction</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>21/12/2012</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>132 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>132 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Lend Lease Building Contractors Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 4, 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>$54,957,862</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$54,957,862</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

Baulderstone have advised they may use the services of related entities. Where a related entity undertakes services or provides supplies to the Alliance, care will be exercised that the principle of profit on profit is not breached. Entities may include Lend Lease who is the holding company of Baulderstone Pty Ltd (BPL), and any related entities.

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

Request for Proposals were sought from a list of pre-qualified/registered contractors. Attributes that were considered in the selection process included: experience and track record in similar complex projects involving significant environmental impacts; experience and skills of individuals for nominated positions; anticipated delivery program, fees, etc

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

NA

### 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

Risk sharing amongst parties that are signatories. The parties that are signatories for this work are RMS and Baulderstone Pty Ltd.
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

The Alliance agreement is split into two stages. Stage 1: Development Phase which involves the Contractor providing input into the detailed design in regards to constructability. Stage 2 would involve construction of the project. Stage 2 would only proceed at RMS’s discretion. The PAA contains provisions where RMS can suspend or terminate the agreement for its sole convenience and for any reason. Only reimbursement of costs incurred to date would apply to RMS.

Schedule 7 is not disclosed as it contains information that is Commercial in Confidence to the Non Owner Participant.

Schedule 7 of the PAA Commercial Framework will not be published as it is commercial in confidence.

The Project Alliance Agreement (PAA) has provisions to vary the Total Outturn Cost (TOC amount payable) if there is a significant material change to the scope of works.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>11.2535.2332</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>HW10 - Pacific Highway Upgrade - Frederickton to Eungai</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>20/12/2012</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>159 wks</td>
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<td>Revised Contract Period</td>
<td>176.4 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Thiess Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 23, SYDNEY, NSW, 2000</td>
</tr>
<tr>
<td>Method of Tendering</td>
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<tr>
<td>Awarded Value</td>
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</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$517,080,461</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**

TBA

**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**

Tenders were assessed on Commercial Issues, Delivery Strategy, Aesthetics, Technical details design, drainage, traffic, strutral, pavements, Geometric, geotechnical, environmental, services, contract program, financial and resources capacity options, project verifier & price.

**Landscape maintenance of 3 years after construction completion**

**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**

As set out in the project deed

**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**

Parent Company Guarantees

**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

As per clause 22.6 of the Project Deed

Nil

Nil

The Contract contains clauses which allow the RMS to order and pay for variations necessary to satisfactorily complete the contract. As per clause 15 of the project deed.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>12.2622.1687</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>M5 West Widening - Project Deed</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>25/06/2012</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>130 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>130 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Interlink Roads Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>PO BOX 700, MOOREBANK, NSW, 1875</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$53,207,642</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$55,465,221</td>
</tr>
</tbody>
</table>

**Estimated Amount Payable**

Interlink Roads Pty Ltd

- **Contract ID**: 12.2622.1687
- **Contract Description**: M5 West Widening - Project Deed
- **Contract Commencement Date**: 25/06/2012
- **Initial Contract Period**: 130 wks
- **Revised Contract Period**: 130 wks
- **Successful Tenderer**: Interlink Roads Pty Ltd
- **Address**: PO BOX 700, MOOREBANK, NSW, 1875
- **Method of Tendering**: Limited (Single Invitation / Selective/WADs)
- **Awarded Value**: $53,207,642
- **Estimated Amount Payable**: $55,465,221

### 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

Interlink Roads Pty Ltd

See section 10 of the M5 West Widening Summary of Contracts (including motorway widening contracts, as at 18 November 2010), which is available on the Treasury's website. As above

- **Awarded Value**: $53,207,642
- **Estimated Amount Payable**: $55,465,221

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

See the M5 South West Motorway Summary of Contracts (including motorway widening contracts, as at 25 June 2012), which is available on the Treasury's website. As above

- **Particulars of any related body corporate**: Interlink Roads Pty Ltd
- **Method of Tendering**: Limited (Single Invitation / Selective/WADs)

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

The M5 West Widening project has a benefit cost ratio of 2.5

- **Cost-Benefit Analysis**: The M5 West Widening project has a benefit cost ratio of 2.5
- **Public Sector Comparator**: Not used

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

See the M5 South West Motorway Summary of Contracts (including motorway widening contracts, as at 25 June 2012), which is available on the Treasury's website. As above

- **Components and Quantum**: Not used
- **Public Sector Comparator**: See the M5 South West Motorway Summary of Contracts (including motorway widening contracts, as at 25 June 2012), which is available on the Treasury's website. As above.

### 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

See the M5 South West Motorway Summary of Contracts (including motorway widening contracts, as at 25 June 2012), which is available on the Treasury's website. As above.

- **Unconditional Bank Guarantee**: Hills Motorway to give an unconditional bank guarantee of $777,500 to RMS as a security for their performance of obligations to correct defects in the completed widening works.

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

See the M5 South West Motorway Summary of Contracts (including motorway widening contracts, as at 25 June 2012), which is available on the Treasury's website. As above.
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.

Provisions referencing to project financing and funding, names of contractors nominated personnel, construction sequencing and premiums of insurance policies.

The capital cost estimate for the M5 West Widening of 400 million, funded through:

- A 3.3 year concession extension, to December 2026
- An increase in track tolls to 3 times car tolls, to be implemented following construction completion

The NSW Government is contributing around $50 million towards the project cost being for noise walls, drainage and other works arising out of the Planning Approval conditions.

Commercial in confidence and personal information.

See section 7.2 of the M5 South West Motorway Summary of Contracts (including motorway widening contracts, as at 25 June 2012), which is available on the Treasury's website www.treasury.nsw.gov.au/ppp/nsw_projects/projects_which_have been_awarded/roads/M5_South_West_Motorway_Widening
Contract ID: 09.2535.1303-0004
Contract Description: Newcastle Inner City Bypass - Shortland to Sandgate - Delivery by Thiess under the HEx Alliance.
Contract Commencement Date: 20/06/2012
Initial Contract Period: 80 wks
Revised Contract Period: 80 wks
Successful Tenderer: Thiess Pty Ltd
Address: Level 23, SYDNEY, NSW, 2000
Method of Tendering: Multi Stage (Prequalified / Registered)
Awarded Value: $80,900,038
Estimated Amount Payable: $85,286,733

**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**

Thiess have advised they may use the services of related entities. Where a related entity undertakes services or provides supplies to the alliance, care will be exercised that the principle of profit on profit is not breached. Entities may be- Leighton Holdings Ltd and related entities including John Holland Group, Hochtief Australia Ltd and related entities of Hochtief AG, Thiess Investments Pty Ltd, Thiess Services Pty Ltd, Thiess Southland Pty Ltd, Ausindo Holdings Pty Ltd, PT Thiess Contractors Indonesia, Hunter Valley Earthmoving Co Pty Ltd, BOS Australia Pty Ltd, Swan Water Services Pty Ltd, and Thiess Infraco Pty Ltd.

**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**

Nil

**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**

Risk sharing amongst parties that are signatories. The parties that are signatories to this work are RMS and Thiess Pty.

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

RMS is currently negotiating a target out-turn cost for this work.
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

Schedule 7 Commercial Framework will not be published.

Schedule 7 Commercial Framework details the method of payment to Non Owner Participants and includes agreed fee percentages for each company.

Nil

Schedule 7 Commercial Framework not disclosed as it contains information that is Commercial-In-Confidence to the Non Owner Participants.

TOTAL = DIRECT COSTS + FEE + GAINSHARE/PAINSHARE. Key Performance Indicators (KPI's) will be measured during undertaking of the Alliance Works. The KPI's measured will relate to Key Result Areas (KRA's) identified as providing value for money to RMS. The performance of the alliance (as measured using the KPI's) will determine the increase (Gainshare) or reduction (Painshare) in compensation paid to the NOP's for carrying out the Alliance Works. The value of the Gainshare/Painshare that applies is calculated in accordance with an agreed Commercial Framework.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>12.2152.1512</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Contract No 0800182 Govt GTA Cat 5 Managed Network Services</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>1/05/2012</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>156 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>156 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>UXC Connect Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Locked Bag 800, FRENCHS FOREST, NSW, 1640</td>
</tr>
<tr>
<td>Method of Tendering</td>
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<td>Awarded Value</td>
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<tr>
<td>Estimated Amount Payable</td>
<td>$13,125,000</td>
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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
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 skill set.

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services
Maintenance of RMS IT Network 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 sourced from NSWBuy Portal Contract 0800182 GTA 5

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.

Any commercial matters.

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).

Not relevant

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

Nil

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

Variation in items managed or change in rates.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>11.2930.2035-0002</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Maintenance and certification of enforcement camera systems - DCD Systems</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>1/04/2012</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>156 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>156 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>JENOPTIK AUSTRALIA PTY LTD</td>
</tr>
<tr>
<td>Address</td>
<td>Unit 14, LANE COVE, NSW, 2066</td>
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<td>Method of Tendering</td>
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<td>Awarded Value</td>
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<td>Estimated Amount Payable</td>
<td>$4,806,731</td>
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</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**

No such entities.

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

Some scheduled rates clarified and corrected in accordance with RMS requirements.

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

Suitability of contractor and personnel.

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

Contract is for maintenance services and may be varied if additional services are required.

**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 such transfers.

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

No such transfers.

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

Operational requirement.

**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**

Maintenance and certification services for contract period.

**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

Schedule of rates for additional services as required under contract terms such as vandalism repair etc.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>11.2930.2035-0001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Maintenance and certification of enforcement camera systems - Redflex</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>1/04/2012</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>156 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>156 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Redflex Traffic Systems Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>31 Market Street, SOUTH MELBOURNE, VIC, 3205</td>
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<td>Method of Tendering</td>
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<td>Awarded Value</td>
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<td>Estimated Amount Payable</td>
<td>$7,993,509</td>
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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**

No such entities.

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

Some scheduled rates clarified and corrected in accordance to RMS requirements.

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

Suitability of contractor and personnel

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

Contract is for maintenance services and may be varied if additional services are required.

**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 such transfers.

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

No such transfers.

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

Operational requirement.

**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**

Maintenance and certification services for contract period.

**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

Schedule of rates for additional services as required under contract terms such as
vandalism repairs etc.
Contract ID 11.2930.2035-0003
Contract Description Maintenance and certification of enforcement camera systems - Tess Solutions
Contract Commencement Date 1/04/2012
Initial Contract Period 156 wks

Revised Contract Period
Successful Tenderer Tess Solutions (Australia) Pty Ltd
Address 20 Terra Cotta Drive, BLACKBURN, VIC, 3130
Method of Tendering Limited (Single Invitation / Selective/WADs)
Awarded Value $1,065,342

Estimated Amount Payable $1,065,342

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 such entities.

A description of any provisions with respect to the renegotiation of the contract Some scheduled rates clarified and corrected in accordance with RMS requirements.

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

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services Contract is for maintenance services and may be varied if additional services are required.

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 such transfers.

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

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

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 Maintenance and certification services for contract period.

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
<table>
<thead>
<tr>
<th>Description</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>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</td>
<td>N/A</td>
</tr>
<tr>
<td>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)</td>
<td>N/A</td>
</tr>
<tr>
<td>If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions</td>
<td>N/A</td>
</tr>
<tr>
<td>A description of any provisions under which the amount payable to the contractor may be varied</td>
<td>Schedule of rates for additional services as repaired under contract terms such as vandalism repair etc.</td>
</tr>
<tr>
<td>Contract ID</td>
<td>11.2637.0494-0002</td>
</tr>
<tr>
<td>------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Contract Description</td>
<td>Asphalt Milling - Supply &amp; Paving up to 25000 tonnes per Order at various locations within NSW &amp; ACT</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>26/09/2011</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>156 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>156 wks</td>
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<tr>
<td>Successful Tenderer</td>
<td>Borthwick &amp; Pengilly Asphalts Pty Limited</td>
</tr>
<tr>
<td>Address</td>
<td>11 Coomes Drive, PENRITH, NSW, 2750</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Open Tender</td>
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<tr>
<td>Awarded Value</td>
<td>$8,000,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$8,000,000</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**

| Nil | NIL | Nil | Nil | Nil | Nil | Nil | Nil | Nil | Nil | Nil | Nil | Nil |

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

| Nil | Nil | Nil | Nil | Nil | Nil | Nil | Nil | Nil | Nil | Nil | Nil | 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 suitability | Price & Suitability | Nil | Price & Suitability | Price & suitability |
In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed

Price & Suitability
Nil
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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

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

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

Nil
Nil
Nil
Nil
Nil
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Nil

The components and quantum of the public sector comparator if used

Nil
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The components and quantum of the public sector comparator if used
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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
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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
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Particulars of any other key elements of the contract
Nil
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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
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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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<td>Contract Description</td>
<td>M5 East Freeway - Operation &amp; Maintenance Services</td>
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<tr>
<td>Contract Commencement Date</td>
<td>9/09/2011</td>
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<tr>
<td>Initial Contract Period</td>
<td>260 wks</td>
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<tr>
<td>Revised Contract Period</td>
<td>260 wks</td>
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<tr>
<td>Successful Tenderer</td>
<td>Leighton Contractors Pty Limited</td>
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<td>Address</td>
<td>Level 5, SYDNEY, NSW, 2000</td>
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<tr>
<td>Awarded Value</td>
<td>$63,060,739</td>
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<tr>
<td>Estimated Amount Payable</td>
<td>$65,115,764</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**

Not applicable.

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

Not applicable. The contract may only be amended, supplemented, replaced or novated by another document signed by each of the parties.

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

- Tenderer Details, the identity and suitability of the Tenderer's Providers,
- Management Services: capability and capacity, strategy and methodology, the proposed initial Service Plans, systems, strategies and methodologies,
- Operation Services: capability and capacity, proposed initial Operations Plan, initial Traffic Management Safety Plan and initial Incident Response Plan, demonstrating will maximise the availability of the M5 East.
- Maintenance Services: capability and capacity, proposed initial maintenance Plan, proposed Asset Management System, demonstrating will maximise the availability of the M5 East.
- Mobilisation Services: capability and capacity, proposed initial Mobilisation Plan, demonstrating the seamless transition.
- Handover Services: capability and capacity, robustness and completeness, compliance.
- Commercial Terms; Acceptance of RTAs commercial arrangements.
- Payment Options; Value for money.
- Financial and Resources Capacity: satisfactory financial capacity.
- Prescribed Works: certainty of delivery.
- Certainty of delivery: demonstrated certainty of delivery.
A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services

Schedule 4 of the contract (Payment Schedules) sets out the elements comprising the O&M Fee. The service provider is entitled to a service payment (divided into monthly and quarterly payments) for the operation and maintenance of the M5 East. In addition, the service provider will be paid for specified activities to be undertaken at the commencement of the contract (mobilisation activities) and end of the contract (handover activities). The service provider may, at the direction of RMS, undertake works or services in addition to its general operation and maintenance activities (ie not covered by the service payment) for which it will be paid at the rates and on the terms set out in Schedule 4 to the contract. For example, Annexure 8 of Schedule 4 to the contract sets out amounts to be paid by RMS to the service provider for replacing certain specified assets. Subject to certain thresholds (see clause 7.3 of the contract), the service provider will be entitled to reimbursement of the costs (valued in accordance with Schedule 4 to the contract) for any repair to the M5 East caused by incidents (eg motor vehicle accident), third parties or force majeure events.

On termination of the contract, RMS is entitled to retain the service provider’s plant and materials and any temporary works required to provide the services. If the contract is terminated as a result of the default or insolvency of the service provider, RMS is not required to pay the service provider for such plant and materials and temporary works. In all other instances, RMS will pay the service provider for the cost of such plant and materials and temporary works.

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

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, quantified (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

Under clause 3 of the contract, the service provider is to provide one or more unconditional undertakings and a parent company guarantee.

Particulars of any other key elements of the contract

The service provider must carry out the services in a manner that ensures the M5 East is open to the public for the carriage of vehicles. Except for certain occurrences, the service provider will be required to pay RMS an availability abatement to the extent a lane or carriageway of the M5 East is closed. The exceptions, for which no availability abatement is incurred, include a closure of a lane or carriageway of the M5 East for routine maintenance, as a result of an incident (eg motor vehicle accident) or in order to carry out works or services at the direction of RMS.

The contract will be published by mid April 2012, excluding the sections listed in this document as not disclosed for reasons of confidentiality.
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:

- Cl 32.1a) Dollar value limit of service provider's liability
- Cl 41.3a) (v, vi) Payments on termination for convenience
- Sch 4, Annex 1, Tables 1.1, 1.2 All dollar values and hourly rates for mobilisation services
- Sch 4, Annex 1, Sections 4a) and 4b) Margin for pricing variations
- Sch 4, Annex 2, Tables 2.1, 2.2 Dollar values and hourly rates for handover services
- Sch 4, Annex 2, Sections 5a) and 5b) - Margin for pricing variations
- Sch 4, Annex 3, Tables 3.1, 3.2, 3.3, 3.4 - Fixed fees, all dollar values and the service provider's margin for specific services
- Sch 4, Annex 3, Section 3.3d) - Margin for subcontract costs, materials costs and external plant and equipment
- Sch 4, Annex 4, Tables 4.1, 4.3, 4.4A, 4.4B - Dollar values for prescribed works
- Sch 4, Annex 5, Table 5.1 - Dollar values for period service payments
- Sch 4, Annex 6, Table 6.1 - Dollar values for base availability abatement amounts
- Sch 4, Annex 7, Note 3 - The service provider's "at risk amount"
- Sch 4, Annex 8, Table 8.1 - All dollar values for specified asset items
- Sch 4, Annex 9, Table 9.1 - All dollar values for base AFP component
- Sch 7 Names and Roles of the Contract Review Group members
- Sch 8 Names of key personnel

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):

Not applicable.

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

Parts of the following provisions of the contract have not been disclosed as they are commercial-in-confidence provisions of the contract:

- Cl 32.1a)
- Cl 41.3a) (v, vi)
- Schedule 4, Annexure 1, Tables 1.1, 1.2
- Schedule 4, Annexure 1, Sections 4a) and 4b)
- Schedule 4, Annexure 2, Tables 2.1, 2.2
- Schedule 4, Annexure 2, Sections 5a) and 5b)
- Schedule 4, Annexure 3, Tables 3.1, 3.2, 3.3, 3.4
- Schedule 4, Annexure 3, Section 3.3d)
- Schedule 4, Annexure 4, Tables 4.1, 4.3, 4.4A, 4.4B
- Schedule 4, Annexure 5, Table 5.1
- Schedule 4, Annexure 6, Table 6.1
- Schedule 4, Annexure 7, Note 3
- Schedule 4, Annexure 8, Table 8.1
- Schedule 4, Annexure 9, Table 9.1

Parts of the following provisions of the contract have not been disclosed as inclusion of those parts would result in there being an overriding public interest against disclosure of the contract (personal information):

- Schedule 7
- Schedule 8

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

RMS may vary the contract on the terms set out in clause 8 of the contract. The service provider may request a variation, although RMS is under no obligation to accept a variation proposed by the service provider. A variation could result in a change to the amount payable by RMS to the service provider. A limited number of circumstances may give rise to a change in the amount payable to the service provider, including (i) a change in law (please refer to clause 11 of the contract), (ii) the occurrence of traffic volumes in excess of those specified in the contract (please refer to clause 12 of the contract) and (iii) a force majeure event (please refer to clause 34 of the contract). If directed RMS, the service provider will undertake works or services in addition to its general operation and maintenance activities. The service provider will be paid for such works or services at the rates and on the terms set out in Schedule 4 to the contract (Payment Schedules).
Contract ID: 11.2584.1907
Contract Description: Provision of Security Management Services
Contract Commencement Date: 19/08/2011

Initial Contract Period: 52 wks

Revised Contract Period: 52 wks

Successful Tenderer: Spectrum Risk Management Pty Ltd
Address: No street address, DRUMMOYNE, NSW, 1470
Method of Tendering: Limited (Single Invitation / Selective/WADs)

Awarded Value: $205,920

Estimated Amount Payable: $205,920

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: as per provisions within RTA Professional Services Agreement

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: as per provisions within RTA Professional Services Agreement

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)
n/a
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
as per provisions within RTA Professional Services Agreement
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<tr>
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<td>GHD Pty Ltd</td>
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<td>Estimated Amount Payable</td>
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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:**

Nil

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

As per Alliance Agreement

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

Experience and track record of proponents; People - individuals for nominated positions; Resource strategy; Delivery Program; Fees Expectation

**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:**

Risks shared through GAA

**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:**

Alliance with RTA and GHD

**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

Commercial in confidence information - margins

N/A

Commercial in confidence information

As per Alliance Agreement
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>11.2615.1684</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>BSA - ANZAC Bridge Solutions Alliance(BS) Phase 2 Implementation</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>13/07/2011</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>112 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>112 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Lend Lease Building Contractors Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 4, NORTH RYDE, NSW, 2113</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$29,810,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$29,810,000</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

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 Project Alliance Agreement

Nil

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

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

Contractor's previous experience in the contracts of similar nature and performance in Phase 1 of this project considered

Nil

The components and quantum of the public sector comparator if used

Not Relevant

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 Participants' commercial arrangements and Project details related to the Infrastructure Security
Not Relevant

This project is delivered through a Project Alliance Agreement where three Non Owner Participants involved:
1. Commercial Framework agreed amongst the NOPs will not be published.
2. Section of works that involves with Infrastructure Security will not be published.
Nil
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>11.2615.1685</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>BSA - ANZAC Bridge Solutions Alliance(FA) Phase 2 Implementation</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>13/07/2011</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>112 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>112 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Freyssinet Australia Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 3, MACQUARIE PARK, NSW, 2113</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$26,400,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$26,400,000</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

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 Project 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

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

Contractor's previous experience in the contracts of similar nature and performance in Phase 1 of this project considered

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

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

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 Participants’ commercial arrangements and Project details related to the Infrastructure Security.

Not Relevant.

This project is delivered through a Project Alliance Agreement where three Non Owner Participants involved.

1. Commercial Framework agreed amongst the NOPs will not be published.
2. Section of works that involves with Infrastructure Security will not be published.

Nil.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>11.2637.0494-0009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Asphalt Milling - Supply &amp; Paving up to 25000 tonnes per Order at various locations within NSW &amp; ACT</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>18/04/2011</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>156 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>156 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>SRS Roads Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>12 Grand Avenue, CAMELLIA, NSW, 2142</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Open Tender</td>
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<tr>
<td>Awarded Value</td>
<td>$1,000,000</td>
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<tr>
<td>Estimated Amount Payable</td>
<td>$1,000,000</td>
</tr>
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</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 suitability

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

Nil

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)

Nil

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

Nil

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

The contract contains clauses which may allow the RTA to order and pay for variations necessary to satisfactorily complete the contract
The contract contains clauses which may allow the RTA to order and pay for variations necessary to satisfactorily complete the contract
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>10.2601.2176-0001</th>
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</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Mount Victoria to Lithgow. Concept Design Alliance.</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>1/03/2011</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>130 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>130 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>JACOBS GROUP (AUSTRALIA) PTY LTD</td>
</tr>
<tr>
<td>Address</td>
<td>100 Christie Street, ST LEONARDS, NSW, 2065</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$11285105</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$23478392</td>
</tr>
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</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**

REFER TO DESIGN ALLIANCE AGREEMENT

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

- Corporate track record & experience
- Proposed Approach
- Nominated individual team members availability, track record and capability to complete the Alliance Works
- Team potential for Gamebreaking Performance
- Price / Value for Money
- Corporate track record & experience
- Proposed Approach
- Nominated individual team members availability, track record and capability to complete the Alliance Works
- Team potential for Gamebreaking Performance
- Price / 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**

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
<table>
<thead>
<tr>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>The results of any cost-benefit analysis of the contract conducted by the agency</td>
<td>N/A</td>
</tr>
<tr>
<td>The components and quantum of the public sector comparator if used</td>
<td>n/a</td>
</tr>
<tr>
<td>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</td>
<td>N/A</td>
</tr>
<tr>
<td>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</td>
<td>n/a</td>
</tr>
<tr>
<td>Particulars of any other key elements of the contract</td>
<td>N/A</td>
</tr>
<tr>
<td>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</td>
<td>N/A</td>
</tr>
<tr>
<td>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</td>
<td>COMMERCIAL IN CONFIDENCE INFORMATION ON WAGES AND SALARIES</td>
</tr>
<tr>
<td>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)</td>
<td>COMMERCIAL IN CONFIDENCE INFORMATION ON WAGES AND SALARIES</td>
</tr>
<tr>
<td>If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions</td>
<td>N/A</td>
</tr>
<tr>
<td>A description of any provisions under which the amount payable to the contractor may be varied</td>
<td>ANNEXURE A IN THE COMMERCIAL FRAMEWORK - COMMERCIAL IN CONFIDENCE INFORMATION ON WAGES AND SALARIES, INACORDANCNE WITH COMMERCIAL FRAMEWORK OF THE DESIGN ALLIANCE AGREEMENT</td>
</tr>
</tbody>
</table>
Contract ID: 10.2563.0295
Contract Description: Holbrook Bypass Construction Contract
Contract Commencement Date: 28/02/2011
Initial Contract Period: 126 wks
Revised Contract Period: 156.5 wks
Successful Tenderer: Lend Lease Engineering Pty Ltd
Address: Level 20, The Zenith Tower B, CHATSWOOD, NSW, 2067
Method of Tendering: Open Tender
Awarded Value: $167,381,757
Estimated Amount Payable: $192,927,101

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: The tender was assessed on the basis of best value for money and included consideration of: Tender price, tender program, previous contractor performance, quality system documentation, experience and performance; OHS&R performance, environmental performance, suitability of proposed personnel, plant, equipment and subcontractors; claims history, relevant experience in major earthworks and similar sized projects.

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 a construction contract. There is no provision for operation 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: All assets will be transferred to RTA at completion.

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: Economic analysis was carried out based on completing the Hume Highway to dual carriageway. A benefit to cost ratio (BCR) of 1.3 to 1.5 was achieved depending on the traffic growth scenario and the project cost contingency adopted. 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: Contract requires the Contractor to post 2 Undertakings for: Construction Completion(4% of contract sum) and Post Construction Completion (1% of contract sum).
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

The Contract contains clauses which allows the RTA to order and pay for variations necessary to satisfactorily complete the contract. Also there is provision for cost adjustments based on indices published by the Australian Bureau of Statistics and other Government Bodies.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>11.2622.0188</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>MSWW-PAYMENT TO INTERLINK ROADS FOR UNDERWRITTEN COSTS TO DEVELOP THE PROJECT</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>18/01/2011</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>12 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>12 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Interlink Roads Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>PO BOX 700, MOOREBANK, NSW, 1875</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$11,550,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$11,550,000</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

No related body corporate.

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

As above.

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

Direct negotiation with motorway company Interlink Roads regarding the proposed widening of the M5 South West Motorway.

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

None.

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

Existing Deed for the M5 South West Motorway includes provision of handover of the Motorway in 2023.

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

None.

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

BCA not conducted for the abovementioned two agreements.

The components and quantum of the public sector comparator if used

Not relevant as project has not proceeded to this stage.

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 as project has not proceeded to this stage.

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

Interlink Roads has undertaken to complete preliminary activities under the Initial Agreement and to provide defined key deliverables under the Pre Commitment Agreement.

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

Confidential items currently not disclosed, may be disclosed if agreement to sign a delivery contract is achieved.
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

Confidential sums relating to underwriting limits.

Not relevant as project has not proceeded to this stage.

Both the Initial Agreement and Pre Commitment Agreement have been disclosed, however
the total and breakdown of underwritten sums are considered confidential whilst
negotiations are underway.
Initial Agreement dated 18 December 2009 and the Pre Commitment Agreement dated 18
August 2010.