**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>10.2535.0084</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>HW10 - Pacific Highway Upgrade. Macleay River and Floodplain Bridges for Kempsey Bypass.</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>24/12/2010</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>113 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>124.4 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Lend Lease Engineering Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 20, The Zenith Tower B, CHATSWOOD, NSW, 2067</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Open Tender</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$204,141,392</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$222,680,797</td>
</tr>
</tbody>
</table>

**Australian Precast Solutions Pty Limited**

- **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**

- **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 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

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

As per clause 22.6 of the Project Deed

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

As Per Clause 22.6 of the Project Deed

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 allow the RTA 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>09.2593.1095</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Spit Bridge Drive System Upgrade</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>6/12/2010</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>61 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>78.6 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Lend Lease Services Pty Limited</td>
</tr>
<tr>
<td>Address</td>
<td>Level 1 Building O, 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>$8,595,307</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$9,771,520</td>
</tr>
</tbody>
</table>

**Contractor is from a group of companies under Valemus Australia Pty Ltd. Contractor has not nominated any other companies in the group for this project.**

**Nil Provisions.**

Assessment criteria include: a) Reliability, availability and supportability b) Maintainability c) Work method and program d) Price

No operational and maintenance services involved in this project.

No transfer of assets to the State under this contract.

No transfer of assets to the Contractor under this contract.

This is a rehabilitation project. Cost benefit analysis was not required.

Not applicable to this contract.

Not applicable to this contract as it is design and construct only contract with all risk with the contractor.

Financial Performance Gurantee from Conneq Infrastructure Services(Holdings) Pty Ltd. Unconditional Undertakings as per Clause 37 of the GC21 General Conditions of Contract were supplied by Swiss Re International.

The procurement method of this contract involved two Stages, Stage 1 and Stage 2. In Stage 1, two selected companies developed concept design. In stage 2, the two companies tendered for the detail design and construction.

All contract information relating to this contract is 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

All contract information relating to this contract is disclosed.

Not applicable to this contract as this is not a new construction.

All contract information relating to this contract is disclosed.

Additional work can be ordered and paid under Clause 52 of the GC21 General Conditions of Contract.
Contract ID: 09.2535.1386  
Contract Description: Hunter Expressway Design & Construct  
Contract Commencement Date: 29/10/2010  
Initial Contract Period: 143 wks  
Revised Contract Period: 189.8 wks  
Successful Tenderer: Lend Lease Engineering Pty Ltd  
Address: Level 20, The Zenith Tower B, CHATSWOOD, NSW, 2067  
Method of Tendering: Multi Stage (Prequalified / Registered)  
Awarded Value: $506,881,234  
Estimated Amount Payable: $671,528,405

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:

Letter sent.

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 detail Design - Drainage, Traffic, Structural, Pavement, Geometric, Geotechnical, Environment, Bridge and Price.

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 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:

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:

As per Clause 22.6 of Project Deed.
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

As per Clause 22.6 of Project Deed.

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

Nil

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 RTA to order and pay for variations necessary to satisfactorily complete the contract. As per clause 15 of the Project Deed.
Contract ID: 10.2614.2281-0001  
Contract Description: Camden Valley Way Upgrade between Cowpasture Road and Cobbitty Road - Detailed Design  
Contract Commencement Date: 18/10/2010  
Initial Contract Period: 61 wks  
Revised Contract Period: 61 wks  
Successful Tenderer: AECOM Australia Pty Ltd  
Address: Level 21, SYDNEY, NSW, 2000  
Method of Tendering: Limited (Single Invitation / Selective/WADs)  
Awarded Value: $5,898,500  
Estimated Amount Payable: $12,311,724

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: Past performance, proposed team, performance at simulated workshop sessions, Contractor Performance Reports, written proposal, program, charge out rates

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

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

Variations to the Target Fee Budget (TFB) based on scope change approved by the Alliance Leadership Team. Bonus to be paid on the performance on KPI’s.
### Contract ID
10.2587.2094

### Contract Description
Type Approved Supply of Alert Signs for School Zones - AEI

### Contract Commencement Date
8/10/2010

### Initial Contract Period
66 wks

### Revised Contract Period
206 wks

### Successful Tenderer
Aldridge Electrical Industries Pty Limited

### Address
10-16 Sir Joseph Banks Drive, KURNELL, NSW, 2231

### Method of Tendering
Multi Stage (Prequalified / Registered)

### Awarded Value
$5,000,000

### Estimated Amount Payable
$5,000,000

### 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
None advised

### A description of any provisions with respect to the renegotiation of the contract
After two options to extend, as outlined below, there is no provision for renegotiation:

#### 2.1 Term
Subject to clause 2.2 and clause 2.3, the Term commences on the Date of Contract and expires 12 months after the Date of Contract, unless terminated earlier under clause 22 or otherwise at Law.

- **2.2 First option to extend**
  - (a) The RTA may in its absolute discretion elect to extend the original Term for a further period of up to two years by giving the Contractor a notice at least [30] days before the expiry of the original Term specifying that the RTA is exercising its option to extend the Term under this clause 2.2.
  - (b) If the RTA gives a notice under paragraph (a), each party must continue to comply with its obligations during the extended Term on the same terms as set out in this Contract, except that there will be no further option under this clause 2.2 for the RTA to extend at the end of the extended Term.

- **2.3 Second option to extend**
  - (a) The RTA may in its absolute discretion elect to extend the Term for a further period of up to two years by giving the Contractor a notice at least [60] days before the expiry of the current Term specifying that the RTA is exercising its option to extend the Term under this clause 2.3.
  - (b) If the RTA gives a notice under paragraph (a), each party must continue to comply with its obligations during the extended Term on the same terms as set out in this Contract, except that there will be no further option for the RTA to extend under clauses 2.2 or 2.3 at the end of this second extended Term.

### In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed
1) attained type approved status as a School Zone Alert Sign Supplier
2) Attained satisfactory field performance of Alert Signs

### 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

1) Supplier responds to Requests for Quotation
2) Supplier's product performance is monitored, which performance affects type approval status
3) Order for supply is not guaranteed
4) Delivery performance affects type approval

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 |
11.1 Variations
(a) The Contractor must not vary the Work under the Contract except as directed by the RTA's Representative or approved in writing by the RTA's Representative pursuant to this clause 11.
(b) The RTA's Representative may direct the Contractor to vary the Work under the Contract by any one or more of the following:
(i) increase, decrease the quantities of the Equipment or Work under the Contract or any part of it;
(ii) omit any part of the Equipment or Work under the Contract; or
(iii) change the character or quality or performance requirements of the Equipment or Work under the Contract.
11.2 Proposed variations
(a) On receipt of a direction under clause 11.1, the Contractor must notify the RTA's Representative whether the proposed variation can be effected and the Contractor's estimate of the:
(i) effect on the Delivery Program; and
(ii) total cost of the proposed variation which, if the variation is to supply Equipment, must be based on the relevant rates and prices in the Pricing Schedule.
(b) If the Contractor receives a direction from the RTA or the RTA's Representative which, although not stated to be a direction to carry out a variation, the Contractor considers to be a direction to carry out a variation, the Contractor must:
(i) immediately notify the RTA's Representative that it considers the direction to be a direction to carry out a variation;
(ii) as soon as practical, but in any case not later than 5 Business Days after receipt of the direction, provide the information required under clause 11.2(a); and
(iii) not commence or proceed with the direction until the Contractor receives a further direction to do so from the RTA or the RTA's Representative.
(c) If the Contractor does not comply strictly with the requirements of clause 11.2(b) the Contractor will not be entitled to any additional time or cost for complying with the direction.
11.3 Pricing the variation
The RTA's Representative must, as soon as possible, price each variation using the following:
(a) prior agreement; or
(b) rates and prices in the Pricing Schedule; or
(c) reasonable rates and prices which will include a reasonable amount for profit and any additional overheads, and any deductions will include a reasonable amount for profit but not overheads.
11.4 Variations for the convenience of the Contractor
(a) If the Contractor requests the RTA's Representative to approve a variation for the convenience of the Contractor, the RTA's Representative may do so in writing. The approval may be conditional.
(b) Unless the RTA's Representative otherwise directs in the notice approving the variation, the Contractor will not be entitled to:
(i) an extension of time for a Delivery Date; or
(ii) extra payment, in respect of the variation or anything arising out of the variation which would not have arisen had the variation not been approved.
(c) The RTA's Representative will not be obliged to approve a variation for the convenience of the Contractor.
Contract ID          10.2587.2095
Contract Description Type Approved Supply of Alert Signs for School Zones - Axent
Contract Commencement Date 8/10/2010
Initial Contract Period 66 wks
Revised Contract Period 206 wks
Successful Tenderer Axent Holdings Pty Ltd
Address 3 Torteval Place, CLAYTON, VIC, 3168
Method of Tendering Multi Stage (Prequalified / Registered)
Awarded Value $5,000,000
Estimated Amount Payable $5,000,000

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
None advised

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

After two options to extend, as outlined below, there is no provision for renegotiation:

2.1 Term
Subject to clause 2.2 and clause 2.3, the Term commences on the Date of Contract and expires 12 months after the Date of Contract, unless terminated earlier under clause 22 or otherwise at Law.

2.2 First option to extend
(a) The RTA may in its absolute discretion elect to extend the original Term for a further period of up to two years by giving the Contractor a notice at least [30] days before the expiry of the original Term specifying that the RTA is exercising its option to extend the Term under this clause 2.2.
(b) If the RTA gives a notice under paragraph (a), each party must continue to comply with its obligations during the extended Term on the same terms as set out in this Contract, except that there will be no further option under this clause 2.2 for the RTA to extend at the end of the extended Term.

2.3 Second option to extend
(a) The RTA may in its absolute discretion elect to extend the Term for a further period of up to two years by giving the Contractor a notice at least [60] days before the expiry of the current Term specifying that the RTA is exercising its option to extend the Term under this clause 2.3.
(b) If the RTA gives a notice under paragraph (a), each party must continue to comply with its obligations during the extended Term on the same terms as set out in this Contract, except that there will be no further option for the RTA to extend under clauses 2.2 or 2.3 at the end of this second extended Term.

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

1) Attained type approved status as a School Zone Alert Sign Supplier
2) Attained satisfactory field performance of Alert Signs

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
1) Supplier responds to Requests for Quotation
2) Supplier's product performance is monitored, which performance affects type approval status
3) Order for supply is not guaranteed
4) Delivery performance affects type approval
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
11.1 Variations
(a) The Contractor must not vary the Work under the Contract except as directed by the RTA's Representative or approved in writing by the RTA's Representative pursuant to this clause 11.
(b) The RTA's Representative may direct the Contractor to vary the Work under the Contract by any one or more of the following:
(i) increase, decrease the quantities of the Equipment or Work under the Contract or any part of it;
(ii) omit any part of the Equipment or Work under the Contract; or
(iii) change the character or quality or performance requirements of the Equipment or Work under the Contract.
11.2 Proposed variations
(a) On receipt of a direction under clause 11.1, the Contractor must notify the RTA's Representative whether the proposed variation can be effected and the Contractor's estimate of the:
(i) effect on the Delivery Program; and
(ii) total cost of the proposed variation which, if the variation is to supply Equipment, must be based on the relevant rates and prices in the Pricing Schedule.
(b) If the Contractor receives a direction from the RTA or the RTA's Representative which, although not stated to be a direction to carry out a variation, the Contractor considers to be a direction to carry out a variation, the Contractor must:
(i) immediately notify the RTA's Representative that it considers the direction to be a direction to carry out a variation;
(ii) as soon as practical, but in any case not later than 5 Business Days after receipt of the direction, provide the information required under clause 11.2(a); and
(iii) not commence or proceed with the direction until the Contractor receives a further direction to do so from the RTA or the RTA's Representative.
(c) If the Contractor does not comply strictly with the requirements of clause 11.2(b) the Contractor will not be entitled to any additional time or cost for complying with the direction.
11.3 Pricing the variation
The RTA's Representative must, as soon as possible, price each variation using the following:
(a) prior agreement; or
(b) rates and prices in the Pricing Schedule; or
(c) reasonable rates and prices which will include a reasonable amount for profit and any additional overheads, and any deductions will include a reasonable amount for profit but not overheads.
11.4 Variations for the convenience of the Contractor
(a) If the Contractor requests the RTA's Representative to approve a variation for the convenience of the Contractor, the RTA's Representative may do so in writing. The approval may be conditional.
(b) Unless the RTA's Representative otherwise directs in the notice approving the variation, the Contractor will not be entitled to:
(i) an extension of time for a Delivery Date; or
(ii) extra payment, in respect of the variation or anything arising out of the variation which would not have arisen had the variation not been approved.
(c) The RTA's Representative will not be obliged to approve a variation for the convenience of the Contractor.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>10.2587.2096</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Type Approved Supply of Alert Signs for School Zones - Hi-Vis</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>8/10/2010</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>66 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>206 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Hunter Valley Signs Pty Limited</td>
</tr>
<tr>
<td>Address</td>
<td>42 Fitzroy Street, CARRINGTON, NSW, 2294</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$5,000,000</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**

None advised

---

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

After two options to extend, as outlined below, there is no provision for renegotiation:

2.1 Term
Subject to clause 2.2 and clause 2.3, the Term commences on the Date of Contract and expires 12 months after the Date of Contract, unless terminated earlier under clause 22 or otherwise at Law.

2.2 First option to extend
(a) The RTA may in its absolute discretion elect to extend the original Term for a further period of up to two years by giving the Contractor a notice at least [30] days before the expiry of the original Term specifying that the RTA is exercising its option to extend the Term under this clause 2.2.
(b) If the RTA gives a notice under paragraph (a), each party must continue to comply with its obligations during the extended Term on the same terms as set out in this Contract, except that there will be no further option under this clause 2.2 for the RTA to extend at the end of the extended Term.

2.3 Second option to extend
(a) The RTA may in its absolute discretion elect to extend the Term for a further period of up to two years by giving the Contractor a notice at least [60] days before the expiry of the current Term specifying that the RTA is exercising its option to extend the Term under this clause 2.3.
(b) If the RTA gives a notice under paragraph (a), each party must continue to comply with its obligations during the extended Term on the same terms as set out in this Contract, except that there will be no further option for the RTA to extend under clauses 2.2 or 2.3 at the end of this second extended Term.

---

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

1) attained type approved status as a School Zone Alert Sign Supplier
2) Attained satisfactory field performance of Alert Signs

---

**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, as this is a supply agreement

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  
1) Supplier responds to Requests for Quotations  
2) Supplier’s product performance is monitored, which performance affects type approval status  
3) Order for supply is not guaranteed  
4) Delivery performance affects type approval  
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
11.1 Variations
(a) The Contractor must not vary the Work under the Contract except as directed by the RTA's Representative or approved in writing by the RTA's Representative pursuant to this clause 11.
(b) The RTA's Representative may direct the Contractor to vary the Work under the Contract by any one or more of the following:
(i) increase, decrease the quantities of the Equipment or Work under the Contract or any part of it;
(ii) omit any part of the Equipment or Work under the Contract; or
(iii) change the character or quality or performance requirements of the Equipment or Work under the Contract.

11.2 Proposed variations
(a) On receipt of a direction under clause 11.1, the Contractor must notify the RTA's Representative whether the proposed variation can be effected and the Contractor's estimate of the:
(i) effect on the Delivery Program; and
(ii) total cost of the proposed variation which, if the variation is to supply Equipment, must be based on the relevant rates and prices in the Pricing Schedule.
(b) If the Contractor receives a direction from the RTA or the RTA's Representative which, although not stated to be a direction to carry out a variation, the Contractor considers to be a direction to carry out a variation, the Contractor must:
(i) immediately notify the RTA's Representative that it considers the direction to be a direction to carry out a variation;
(ii) as soon as practical, but in any case not later than 5 Business Days after receipt of the direction, provide the information required under clause 11.2(a); and
(iii) not commence or proceed with the direction until the Contractor receives a further direction to do so from the RTA or the RTA's Representative.
(c) If the Contractor does not comply strictly with the requirements of clause 11.2(b) the Contractor will not be entitled to any additional time or cost for complying with the direction.

11.3 Pricing the variation
The RTA's Representative must, as soon as possible, price each variation using the following:
(a) prior agreement; or
(b) rates and prices in the Pricing Schedule; or
(c) reasonable rates and prices which will include a reasonable amount for profit and any additional overheads, and any deductions will include a reasonable amount for profit but not overheads.

11.4 Variations for the convenience of the Contractor
(a) If the Contractor requests the RTA's Representative to approve a variation for the convenience of the Contractor, the RTA's Representative may do so in writing. The approval may be conditional.
(b) Unless the RTA's Representative otherwise directs in the notice approving the variation, the Contractor will not be entitled to:
(i) an extension of time for a Delivery Date; or
(ii) extra payment, in respect of the variation or anything arising out of the variation which would not have arisen had the variation not been approved.
(c) The RTA's Representative will not be obliged to approve a variation for the convenience of the Contractor.
<table>
<thead>
<tr>
<th><strong>Contract ID</strong></th>
<th>10.2553.0558-0001</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Description</strong></td>
<td>Woolgoolga to Ballina Planning Alliance - Pacific Highway Upgrade.</td>
</tr>
<tr>
<td><strong>Contract Commencement Date</strong></td>
<td>14/09/2010</td>
</tr>
<tr>
<td><strong>Initial/Contract Period</strong></td>
<td>64 wks</td>
</tr>
<tr>
<td><strong>Revised Contract Period</strong></td>
<td>64 wks</td>
</tr>
<tr>
<td><strong>Successful Tenderer</strong></td>
<td>Aurecon Australia Pty Ltd</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>2 Palmer Street North, Parramatta, NSW, 2151</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>$4,557,619</td>
</tr>
<tr>
<td><strong>Estimated Amount Payable</strong></td>
<td>$8,557,933</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**

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**

Based on selection criteria provided in the RTA Request for 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
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where relevant, particulars of how risk, during the construction and</td>
<td>N/A</td>
</tr>
<tr>
<td>operational phases of a contract to undertake a specific project (such</td>
<td></td>
</tr>
<tr>
<td>as construction, infrastructure or property development), is to be</td>
<td></td>
</tr>
<tr>
<td>apportioned between the parties, quantified (where practicable) in net</td>
<td></td>
</tr>
<tr>
<td>present-value terms and specifying the major assumptions involved</td>
<td></td>
</tr>
<tr>
<td>Particulars as to any significant guarantees or undertakings between</td>
<td>N/A</td>
</tr>
<tr>
<td>the parties, including any guarantees or undertakings with respect to</td>
<td></td>
</tr>
<tr>
<td>loan agreements entered into or proposed to be entered into</td>
<td></td>
</tr>
<tr>
<td>Particulars of any other key elements of the contract</td>
<td>Alliance with RTA, Aurecon &amp; Sinclair Knight Merz</td>
</tr>
<tr>
<td>If some or all of the contract is not disclosed for reasons of</td>
<td>N/A</td>
</tr>
<tr>
<td>confidentiality, a statement as to whether the contract or provisions</td>
<td></td>
</tr>
<tr>
<td>will be published and, if so, when</td>
<td></td>
</tr>
<tr>
<td>If some or all of the contract is not disclosed for reasons of</td>
<td>N/A</td>
</tr>
<tr>
<td>confidentiality, a general description of the types of provisions that</td>
<td></td>
</tr>
<tr>
<td>have not been published</td>
<td></td>
</tr>
<tr>
<td>Where relevant, a summary of information used in the contractor's full</td>
<td>N/A</td>
</tr>
<tr>
<td>base case financial model (for example, the pricing formula for tolls or</td>
<td></td>
</tr>
<tr>
<td>usage charges</td>
<td></td>
</tr>
<tr>
<td>If some or all of the contract is not disclosed for reasons of</td>
<td>N/A</td>
</tr>
<tr>
<td>confidentiality, the reasons for not publishing the contract or provisions</td>
<td></td>
</tr>
<tr>
<td>A description of any provisions under which the amount payable to the</td>
<td>As per Alliance Agreement</td>
</tr>
<tr>
<td>contractor may be varied</td>
<td></td>
</tr>
<tr>
<td>Contract ID</td>
<td>10,2563.0127</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Contract Description</td>
<td>Curve Improvement on the Barton Highway at Gounyan Curves</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>6/09/2010</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>52 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>72 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>BMD Constructions Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 1, MANLY, QLD, 4179</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Open Tender</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$15,902,289</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$17,884,200</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**

RTA Procedure

**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**

Refer to PPR

**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**

Refer to the risk register

**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**

Completion undertaking and post completion undertaking has been obtained from the contractor.

**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
<p>| 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 | Variations due to site conditions |</p>
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>10.2584.1972</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Commencement Date</td>
<td>20/08/2010</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>Spectrum Risk Management Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>No street address, DRUMMOYNE, NSW, 1470</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$205,920</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$205,920</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

- As per provisions in RTA standard 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

- NA

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

- Clause 10 of RTA standard 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

- 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

- 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

- NA

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

- NA

### 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)

- NA

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

- Clause 12 of RTA standard Professional Services Agreement
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>10,278,3,2594</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Project management - F3 Opt In Project</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>19/07/2010</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>PLEC Business Group Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>5 Ula Crescent, BAULKHAM HILLS, NSW, 2153</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$273,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$273,000</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**

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**

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

**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

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

N/A
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>10.2914.2721</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Solutions and Support - Project management and Incident Management</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>12/07/2010</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>32 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>32 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>FinXL Professional Services Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 31 Australia Square, 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>$480,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$480,000</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**

N/A

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

Project timeline may be varied based on RTA client s requirement to delivery project

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

NSW Government panel contractor

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

Ability to deliver project and value for money

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

Time and material

Project timeline may be varied based on RTA client s requirement to delivery project
### Contract ID
10.2563.0289

### Contract Description
Holbrook Bypass - Site Management Contract

### Contract Commencement Date
9/07/2010

### Initial Contract Period
104 wks

### Revised Contract Period
154.2 wks

### Successful Tenderer
Professional Engineering Service Pty Limited

### Address
Unit 3/6 St Georges Crescent, DRUMMOYNE, NSW, 2047

### Method of Tendering
Open Tender

### Awarded Value
$5,131,676

### Estimated Amount Payable
$6,296,528

#### 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
Open advertised tenders. Assessment criteria used weightings. Major criteria included: methodology, previous contractor performance, proposed personnel, proposed sub-contractors, quality system, OHS management, environmental management, price, experience in managing works involving major earthworks and concrete pavement

#### 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
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
Contract Manager to perform the duties of Principal's Authorised Delegate. PES personnel to manage the construction 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.

N/A. All information is disclosed.

N/A. All information is disclosed.

N/A

N/A. All information is disclosed.

If required to work away from Holbrook eg. attend meeting in Sydney; if contractor required to provide specialists to work on this project and if contract period is extended.
Contract ID: 09.2614.2035
Contract Description: Erskine Park Link Road
Contract Commencement Date: 15/02/2010
Initial Contract Period: 70 wks
Revised Contract Period: 70 wks
Successful Tenderer: SMEC Australia Pty Limited
Address: Level 5, NORTH SYDNEY, NSW, 2060
Method of Tendering: Open Tender
Awarded Value: $3,000,000
Estimated Amount Payable: $4,864,817

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: To be agreed by the Alliance.

In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed: Based on selection criteria provided in the RTA Request for 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: At the completion of the contract the Alliance is to advise the benefit over design only contract delivery system.

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

Target Fee Budget is yet to be finalised. Amount quoted as $3M is indicative only.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>09.2613.1699</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Great Western Highway Stage 5 Woodford to Hazelbrook Construction</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>5/01/2010</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>110 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>151.6 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Reed Constructions Australia Pty Limited</td>
</tr>
<tr>
<td>Address</td>
<td>Level 3, NORTH SYDNEY, NSW, 2060</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Open Tender</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$63,555,553</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$72,169,938</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 cooperate in respect of the contractor is involved in carrying out the contractor's obligation under the contract or will receive any benefit under the contract.

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

The contract does not provide any provisions for renegotiation.
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 the basis of best value for money. This included consideration of the following criteria:

- the tender price and the integrity of its structure (after application of applicable Government Purchasing Policies)
- individual rates and prices (including daywork rates) and the integrity of their structure
- the details and logic of the Tender Program
- previous contractor performance, current financial position and commitments on other contracts
- the Tenderer's Quality System documentation and experience and performance in the carrying out of Quality Assurance contracts (QA contracts only)
- the Tenderer's OHS&R performance, experience and suitability of proposed OHS&R Site Scheme
- the Tenderer's environmental management performance, experience and suitability of proposed environmental management plan
- suitability of proposed personnel, plant, equipment and Subcontractors proposals (where requested in the Tender Request Documents) and previous performance, concerning safety, industrial relations, environmental protection, Aboriginal participation in construction and community relations
- claims history
- record of compliance or otherwise with NSW Government Codes of Tendering and Practice
- records of performance, claims and compliance with Codes provided by other NSW Government agencies or departments
- other criteria listed in Annexure RFT3.

The Schedule of Daywork Rates contained provisional quantities for all nominated pay items. The Tenderers tender prices (comprising lump sum value of Schedules of Prices plus extended amount of Schedule of Daywork Rates as applicable) were assessed in conjunction with the extended amount of the Schedule of Daywork Rates in determining best value for money. The individual rates tendered in the Schedule of Daywork Rates were also assessed together with the integrity of their structure.

No provisions were provided for the contractor to receive payment for operational or after completion maintenance.

No provision for any future transfers of significant assets to the state.

No provision for any future transfers of significant assets to the contractor.

No tollways or usage charges are applicable. No formal cost-benefit analysis were conducted.

Public sector compactor is not used.

No particulars of risk is to be proportioned between parties during the construction or operational phases of the contract.

No significant guarantees or undertakings between the parties outside GC21 standard provisions of contract.

No particular key elements were used in the contract. The standard GC21 contract was adopted.
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 was published during tender. There is not any part of the contract which is not disclosed.

The contract was published during tender. There is not any part of the contract which is not disclosed.

No toll or usage charges are applicable.

The contract was published during tender. There is not any part of the contract which is not disclosed.

Cost adjustment.

Variations in accordance with the Contract.
<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract ID</td>
<td>10.2544.0455-0001</td>
</tr>
<tr>
<td>Contract Description</td>
<td>Sapphire to Woolgoolga Upgrade - Stage 2 Utilities Relocations Construction Tiki Rd to Unwins Rd</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>18/12/2009</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>34 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>$8,613,494</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$8,613,494</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**: 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**: 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**: 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)

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

Nil

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

The contract contains clauses which allow the RTA to order and pay for variations necessary to satisfactorily complete the contract.
Contract ID: 09.2535.1303-0001
Contract Description: Hunter Expressway Alliance
Contract Commencement Date: 2/12/2009
Initial Contract Period: 209 wks
Revised Contract Period: 209 wks
Successful Tenderer: Hyder Consulting Pty Limited
Address: Level 5, NORTH SYDNEY, NSW, 2060
Method of Tendering: Multi Stage (Prequalified / Registered)
Awarded Value: $33,302,751
Estimated Amount Payable: $39,829,790

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 body corporate or entity will be carrying out works under the contract.

No such body corporate or entity will be carrying out works 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

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:

Alliance Selection Process. Preferred NOP's selected based on the assessed Potential to form a High Performance alliance team with the RTA, with Value for Money comparison to validate selection.

Alliance Selection Process. Preferred NOP's selected based on the assessed Potential to form a High Performance alliance team with the RTA, with Value for Money comparison to validate selection.

Alliance Selection Process. Preferred NOP's selected based on the assessed Potential to form a High Performance alliance team with the RTA, with Value for Money comparison to validate selection.

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

Nil

Nil
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

Risks sharing amongst parties that are signatories to the Project Alliance Agreement. The parties that are signatories to the PAA are RTA, Thiess Pty, Parsons Brinckerhoff Australia Pty Ltd and Hyder Consulting 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 RTA approved a total Target Out-turn Cost (TOC) of $825M on 10 August 2010. The TOC is made up of the target Out-turn Cost for each of the Alliance participants including the RTA these amounts are as follows:

1. Thiess Pty Ltd - $756,949,540.
4. RTA - $7,500,000.
The RTA approved a total Target Out-turn Cost (TOC) of $825M on 10 August 2010. The TOC is made up of the target Out-turn Cost for each of the Alliance participants including the RTA these amounts are as follows.

1. Thiess Pty Ltd - $756,949,540.
4. RTA - $7,500,000.

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

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.

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

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

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

Nil

Nil

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

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

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

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

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

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 the RTA. 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 contained as Schedule 7 of the Project Alliance Agreement.
A description of any provisions under which the amount payable to the contractor may be varied

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 the RTA. 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 contained as Schedule 7 of the Project Alliance Agreement.

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 the RTA. 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 contained as Schedule 7 of the Project Alliance Agreement.
Contract ID: 09.2535.1324-0003
Contract Description: Kempsey Bypass Alliance
Contract Commencement Date: 23/11/2009
Initial Contract Period: 240 wks
Revised Contract Period: 266.4 wks
Successful Tenderer: Coffey Geotechnics Pty Ltd
Address: Level 19, 799 Pacific Highway, Chatswood, NSW, 2640
Method of Tendering: Open Tender
Awarded Value: $22,073,080
Estimated Amount Payable: $24,845,329

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:

- Alliance Selection Process, Preferred NOP's selected based on the assessed Potential to form a High Performance alliance team with the RTA, with Value for Money comparison to validation selection.

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:

- Risks sharing amongst parties that are signatories to the Project Alliance Agreement. The Parties that are signatories to the APP are: RTA, Leighton Contractors Pty Ltd, Aecome Australia Pty Ltd, Coffey Geotechnics 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:

- 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

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 the RTA. 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 contained as Schedule 7 of the Project Alliance Agreement.
Contract ID: 09.2547.2061-0001
Contract Description: Sapphire to Woolgoolga Upgrade-Construction of CHCC Utility Relocations - TOC City Works
Contract Commencement Date: 26/10/2009
Initial Contract Period: 46 wks
Revised Contract Period: 46 wks
Successful Tenderer: Coffs Harbour City Council
Address: 2 Castle Street, COFFS HARBOUR, NSW, 2450
Method of Tendering: Limited (Single Invitation / Selective/WADs)
Awarded Value: $12,187,771
Estimated Amount Payable: $12,558,484

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: As per Request for Proposals

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 Alliance

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 Coffs 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: 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>09.2547.2215-0001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Banora Point Upgrade Alliance - Abigroup</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>28/08/2009</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>172 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>172 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Lend Lease Engineering Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 20, The Zenith Tower B, CHATSWOOD, NSW, 2067</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$254,761,451</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$298,649,621</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**

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**

As per the Request for Proposals

**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 Alliance

**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, SMEC Australia Pty Ltd & Seymour Whyte Constructions

**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
<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>Commercial in confidence information - margins</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>Commercial in confidence information</td>
</tr>
<tr>
<td>A description of any provisions under which the amount payable to the contractor may be varied</td>
<td>As per Alliance Agreement</td>
</tr>
<tr>
<td>Contract ID</td>
<td>09.2547.2215-0002</td>
</tr>
<tr>
<td>-------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Contract Description</td>
<td>Banora Point Upgrade Alliance - Seymour Whyte</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>28/08/2009</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>172 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>172 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Seymour Whyte Constructions Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 8, MCMAHONS POINT, NSW, 2060</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$38,188,061</td>
</tr>
</tbody>
</table>

| Estimated Amount Payable | $38,188,061 |

| 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 | As per the Request for Proposals |
| 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 Alliance |
| 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 Abigroup Contractors Pty Ltd & SMEC Australia Pty Ltd |
| 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>09.2547.2215-0003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Banora Point Upgrade Alliance - SMEC</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>28/08/2009</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>172 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>172 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>SMEC Australia Pty Limited</td>
</tr>
<tr>
<td>Address</td>
<td>Level 5, NORTH SYDNEY, NSW, 2060</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$22,801,227</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$31,462,295</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**

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**

As per the Request for Proposals

**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 Alliance

**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 Abigroup Contractors Pty Ltd & Seymour Whyte Constructions

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>09.2547.1964-0001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Glenugie Upgrade Alliance - HW10 61km to 68km north of Coffs Harbour</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>14/08/2009</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>200.2 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>ARUP Pty Limited</td>
</tr>
<tr>
<td>Address</td>
<td>Level 10, SYDNEY, NSW, 2000</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$3,850,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$4,463,180</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**

| 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**

| As per Request for Proposals |

**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 Alliance

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 Macmahon Contractors Pty Ltd

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:

Commercial in confidence information - margins

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:

Commercial in confidence Information

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

As per Alliance Agreement
Contract ID: 07.2615.0088-BAULD
Contract Description: Victoria Road Upgrade Alliance - Bauldstone
Contract Commencement Date: 31/07/2009
Initial Contract Period: 182 wks
Revised Contract Period:
- Successful Tenderer: Lend Lease Building Contractors Pty Ltd
- Address: Level 4, NORTH RYDE, NSW, 2113
- Method of Tendering: Selective Tenders
- Awarded Value: $131,086,956
- Estimated Amount Payable: $146,975,831

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:
In accordance with the Project 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, Individual skills, Resource Strategy and Corporate Support

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:
Risk Management Workshops are held through each stage of the project from Development to Delivery through to Operation

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:
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

N/A

N/A

Summary of contract including award value has been provided

As per allowance in Project Alliance Agreement
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>07.2615.0088-HYDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Victoria Road Upgrade Alliance - Hyder</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>31/07/2009</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>182 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>182 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Hyder Consulting Pty Limited</td>
</tr>
<tr>
<td>Address</td>
<td>Level 5, NORTH SYDNEY, NSW, 2060</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Selective Tenders</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$16,252,578</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$19,551,880</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:** In accordance with the 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:** 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:** Risk Management Workshops are held through each stage of the project from Development to Delivery through to Operation

**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:** N/A
<p>| 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 | Summary of contract including award value has been provided |
| A description of any provisions under which the amount payable to the contractor may be varied | As per allowance in Project Alliance Agreement |</p>
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>07.2615.0088-MANROB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Victoria Road Upgrade Alliance - Manidis Roberts</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>31/07/2009</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>182 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>182 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>RPS MANIDIS ROBERTS PTY LTD</td>
</tr>
<tr>
<td>Address</td>
<td>Level 9, SYDNEY, NSW, 2000</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Selective Tenders</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$10,081,042</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$11,376,142</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**

In accordance with the Project 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, Individual skills, Resource Strategy and Corporate Support

**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**

Risk Management Workshops are held through each stage of the project from Development to Delivery through to Operation

**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**

N/A
<table>
<thead>
<tr>
<th>Description</th>
<th>Details</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>Summary of contract including award value has been provided</td>
</tr>
<tr>
<td>A description of any provisions under which the amount payable to the contractor may be varied</td>
<td>As per allowance in Project Alliance Agreement</td>
</tr>
<tr>
<td>Contract ID</td>
<td>10.2038.0774</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Contract Description</td>
<td>Voice and Mobiles contract - GTA Cat 3/Cat 4</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>6/07/2009</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>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>$30,000,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$30,000,000</td>
</tr>
</tbody>
</table>

### Particulars

- **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:** 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
<table>
<thead>
<tr>
<th>Description</th>
<th>Value</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>N/A</td>
</tr>
<tr>
<td><strong>Contract ID</strong></td>
<td>09.2613.0924</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------</td>
</tr>
<tr>
<td><strong>Contract Description</strong></td>
<td>Detailed Design and Documentation for Bullaburra West</td>
</tr>
<tr>
<td><strong>Contract Commencement Date</strong></td>
<td>14/04/2009</td>
</tr>
<tr>
<td><strong>Initial Contract Period</strong></td>
<td>40 wks</td>
</tr>
<tr>
<td><strong>Revised Contract Period</strong></td>
<td>40 wks</td>
</tr>
<tr>
<td><strong>Successful Tenderer</strong></td>
<td>Hyder Consulting Pty Limited</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>Level 5, NORTH SYDNEY, NSW, 2060</td>
</tr>
<tr>
<td><strong>Method of Tendering</strong></td>
<td>Open Tender</td>
</tr>
<tr>
<td><strong>Awarded Value</strong></td>
<td>$7,986,000</td>
</tr>
<tr>
<td><strong>Estimated Amount Payable</strong></td>
<td>$10,709,691</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** | Variation clauses as per the DAA |
| **In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed** | methodology, program, key personnel, company experience, problemsolving skills and teamwork and leadership and price |
| **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** | not applicable |
| **The results of any cost-benefit analysis of the contract conducted by the agency** | No formal cost-benefit analysis conducted except tender assessment |
| **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 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** | Design alliance is the key element |

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

N/A

N/A

All contract details are contained the DAA, Design Brief and Scope of Works
documentation.
All variables have been built in to the TFB. Contingency to be controlled by the ALT Refer
to the Design Alliance Agreement
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>07.2593.0002</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Performance Specified Maintenance Contract - North Sydney</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>25/10/2008</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>520 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>520 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Downer EDI Works Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>83 Egerton Street, SILVERWATER, NSW, 2128</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Open Tender</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$351,890,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$379,703,318</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**

Not applicable

**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 evaluation was conducted to determine the best value proposal through the use of the adjusted comparative price process. This process of evaluation incorporated the tender price, priced risks of the proposal and a non-price criteria to assess the delivery capability.

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

The contract (maintenance 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**

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, 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**

Parent Company Guarantee with Downer EDI Ltd

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

Not applicable
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

Not applicable

Not applicable

Not applicable

Not applicable

Not applicable
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>08.2613.1272</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Great Western Highway - Lawson Alliance</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>2/10/2008</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>208 wks</td>
</tr>
<tr>
<td><strong>Revised Contract Period</strong></td>
<td>208 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Lend Lease Engineering Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 20, The Zenith Tower B, CHATSWOOD, NSW, 2067</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Pre-Qualified/Registered</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$156,797,733</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$266,369,008</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**

Lawson Alliance:
1). Abigroup 2). Sinclair Knight Merz 3). RTA

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

- Stage1-Proposal Evaluation; Stage2-Evaluating Capabilities and Selecting a Preferred Proponent; Stage3- Final Alignment

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

All direct cost reimbursed. Gain/pain share.

**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 information additional information is required, contact Ian Allan
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 financial model used is the Performance GAinshare/Painshare Model.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>08.2038.2311</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>PAPL Replacement Project - DITM 2000.01</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>28/08/2008</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>260 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>260 wks</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>Selective Tenders</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$7,500,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$7,500,000</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**

The only company which had both the technology and the financial stability to provide the required product was Telstra. There was no formal tendering process, as the contract was awarded through the DITM 2000.01 contract.

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**

Cost benefit analysis was carried out by Finance Directorate. The Dial IP solution offered by Telstra is only the lowest cost solution for those situations where timed-call charges apply (e.g. country areas or outer Sydney).

Nil - no other public sector uses the exiting PAPL services in a comparable way, and hence will not be using this technology as a replacement.

N/A

**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.

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.

N/A

N/A

The financial model was based on the diminishing usage of PAPL services, and the replacement project timeline, multiplied by the relevant rates.

Nil

Contract pricing is based on a schedule of rates. Total amount payable is subject to the volume of services ordered. The Price for the PAPL (Permitted Attachment private Lines) services is a Telstra Base Price Less % discount, and the Base Price is subject to change at any time.
Contract ID: 08.2622.1349
Contract Description: M5 East - Air Filtration Project
Contract Commencement Date: 21/04/2008
Initial Contract Period: 79 wks
Revised Contract Period: 79 wks
Successful Tenderer: Lend Lease Building Contractors Pty Ltd
Address: Level 4, NORTH RYDE, NSW, 2113
Method of Tendering: Single Invitation
Awarded Value: $65,883,446

Estimated Amount Payable: $65,883,446

The contractor, Baulderstone Hornibrook Bilfinger Berger (BHBB), is also the contractor under the M5 East Motorway Design, Construct, Maintain and Operate (DCOM) contract. BHBB will undertake specific works for the delivery of the filtration plant, which may impact on BHBB meeting its obligations under the existing M5 East Motorway DCOM contract.

A Change Order will be negotiated with BHBB, under the M5 East Motorway DCOM Contract, covering payment for the maintenance and operation of the filtration plant.

The RTA has nominated suppliers which the contractor must obtain tenders from for the design, manufacture, installation and commissioning of the filtration systems for the filtration plant.
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 RTA to order and pay for changes to the project scope necessary to satisfactorily complete the contract. The contract value is based upon an agreed estimated costs for the works which will be competitively tendered during the Delivery Phase of the project and payments made for the tendered costs for the works.
Contract ID
08.2593.1270

Contract Description
MR 617 Foreshore Rd Port Botany Expansion Ancillary Roadworks

Contract Commencement Date
1/11/2007

Initial Contract Period
140 wks

Revised Contract Period
140 wks

Successful Tenderer
Sydney Ports Corporation

Address
Level 4, WALSH BAY, NSW, 2000

Method of Tendering
Work Authorisation Deed

Awarded Value
$5,000,000

Estimated Amount Payable
$5,000,000

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
Works Authorisation General Clauses only

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
Ownership and maintenance responsibility of 2 new Traffic Signals at Foreshore Rd / New
Boat Ramp Access.
One signalised intersection.
(left in/left out) at Foreshore Rd / Mill Stream car park access.
Concrete Pavement and other Road features.
Pedestrian Overbridge.
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
The developer fully indemnifies the RTA for the whole of the works at no cost to the RTA.

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
Security of $5,000,000 held by RTA for the duration of the work. 50% released at practical
completion and 50% release at the end of Defect Liability Period.
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

Estimated cost of the works 6,000,000 (include additional cost)
RTA Fees $267,058.
Capitilised maintenance cost $143,440 for 2 Traffic Signals.
Nil
Nil
Nil
Nil
Nil
Contract Description: Ballina Bypass Alliance–Leightons


Revised Contract Period: 302.2 wks

Successful Tenderer: Leighton Contractors Pty Limited

Address: Level 5, SYDNEY, NSW, 2000

Method of Tendering: Pre-Qualified/Registered

Awarded Value: $540,287,000

Estimated Amount Payable: $609,786,744

NIL

As per Alliance Agreement

As per the Request for Proposals

N/A

N/A

N/A

N/A

N/A

Risks shared through Alliance

N/A

Alliance with RTA, Maunsell, SMEC & Coffey

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

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>2791/0097</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Glass Beads - Potters Industries</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>25/06/2007</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>260 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>260 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Potters Industries Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>101-102 Boundary Road, LAVERTON, VIC, 3028</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$9,600,000</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$9,600,000</td>
</tr>
</tbody>
</table>

Not Known

Clause 18 - Variations and Clause 23 - Termination

Compliance with Specification and other special conditions

Not Applicable

Annual CPI adjustments
Contract ID: 07.2535.HW10.C2HC(PB)
Contract Description: HW10 - Pacific Highway Upgrade. Coopernook to Herons Creek.
Contract Commencement Date: 2/04/2007
Initial Contract Period: 141 wks
Revised Contract Period:
Successful Tenderer: Parsons Brinckerhoff Australia Pty Limited
Address: Level 27, SYDNEY, NSW, 2000
Method of Tendering: Multi Stage (Prequalified / Registered)
Awarded Value: $30,859,748
Estimated Amount Payable: $42,912,221

Thiess Pty Ltd has advised that they may use the services of related entities as subcontractors to the Alliance, such as Thiess Services Pty Ltd during the construction phase. 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. It is a clearly established alliance principle that associated payments must be at cost and the subsidiary’s or associated entity’s charges would be subject to audit by the Alliance Financial Auditor. Thiess subsidiaries and associated entities include: Leighton Holdings Ltd and related entities including the John Holland Group of companies Hochtief Australia Ltd and related entities Hochtief AG and related entities Thiess Investments Pty Ltd Thiess Services Pty Ltd Thiess Southland Pty Ltd Thiess Contractors (Malaysia) Sdn Bhd Ausindo Holdings Pte Ltd PT Thiess Contractors Indonesia Thiess Contractors (PNG) Ltd Thiess NZ Ltd Thiess HD Pty Ltd Thiess SA Pty Ltd Thiess Peru SA Thiess Q Pty Ltd Hunter Valley Earthmoving Co Pty Ltd BOS Australia Pty Ltd Thiess NC Thiess Mauritius Pty Ltd Thiess Mines India Pvt Ltd Thiess Golden Joint Venture Quantum Explosives Pty Ltd Swan Water Services Pty Ltd Thiess Infrac (Bayside) Pty Ltd Thiess Infrac (Swanston) Pty Ltd Thiess has stated that if the services that are supplied by Thiess Services Pty Ltd are required during the Alliance, it is proposed that competitive quotes would first be obtained for the supply of those services and the contractor engaged would be on the basis of "best for the Alliance". It is envisaged under this arrangement and subject to to ALT consent, that if Thiess Services Pty Ltd was successful, the invoice negotiated price would be accepted as an Alliance Direct Cost and subject to the Thiess Project Fee. Parsons Brinckerhoff has advised that they do not intend to use any subsidiaries or associated entities as subcontractors, or as suppliers of goods and/or services, to the Alliance. Further, they understand that in the case where same are engaged, then the associated payment must be at cost and the subsidiaries and/or associated entities would be subject to audit by the Alliance Financial Auditor in respect to that transaction, or if the transaction was not at cost then the ALT would be advised and asked to approve the rate and Parsons Brinckerhoff would not claim a Project Fee of any nature on the amount.
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

Alliance Selection Process. Preferred NOP's selected based on the assessed Potential to form a High Performance alliance team with the RTA, with Value for Money comparison to validate selection at the end of Stage 2. Stage 1 comprised assessment of written submission with mandatory and comparative criteria. Stage 2 comprised assessment via Interviews, Challenge work sessions and Commercial Alignment & Readiness to Proceed work sessions, then Value for Money Comparison. Stage 3 Commercial Alignment with Preferred NOP's.

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

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


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

Schedule 7 Commercial Framework details the method of payment to NOPs which includes company rates and margins

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)

Schedule 7 Commercial Framework not disclosed as it contains information that is Commercial-In-Confidence to the NOP's.

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

The KPI's measured will relate to Key Result Areas (KRA's) identified as providing value for money to the RTA. 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 contained as Schedule 7 of the Project Alliance Agreement.
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>07.2535.HW10.C2HC(T)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>HW10 - Pacific Highway Upgrade. Coopernook to Herons Creek.</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>2/04/2007</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>141 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>141 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>
<td>Multi Stage (Prequalified / Registered)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$500,272,497</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$543,834,367</td>
</tr>
</tbody>
</table>

**Contract ID**

**Contract Description**

**Contract Commencement Date**

**Initial Contract Period**

**Revised Contract Period**

**Successful Tenderer**

**Address**

**Method of Tendering**

**Awarded Value**

**Estimated Amount Payable**

**Thiess Pty Ltd** has advised that they may use the services of related entities as subcontractors to the Alliance, such as Thiess Services Pty Ltd during the construction phase. 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. It is a clearly established alliance principle that associated payments must be at cost and the subsidiary's or associated entity's charges would be subject to audit by the Alliance Financial Auditor. Thiess subsidiaries and associated entities include: Leighton Holdings Ltd and related entities including the John Holland Group of companies Hochtief Australia Ltd and related entities Hochtief AG and related entities Thiess Investments Pty Ltd Thiess Services Pty Ltd Thiess Southland Pty Ltd Thiess Contractors (Malaysia) Sdn Bhd Ausindo Holdings Pte Ltd PT Thiess Contractors Indonesia Thiess Contractors (PNG) Ltd Thiess NZ Ltd Thiess HD Pty Ltd Thiess SA Pty Ltd Thiess Peru SA Pty Ltd Hunter Valley Earthmoving Co Pty Ltd BOS Australia Pty Ltd Thiess NC Thiess Mauritius Pty Ltd Thiess Mines India Pvt Ltd Thiess Golding Joint Venture Quantum Explosives Pty Ltd Swan Water Services Pty Ltd Thiess Infrac (Bayside) Pty Ltd Thiess Infrac (Swanston) Pty Ltd Thiess has stated that if the services that are supplied by Thiess Services Pty Ltd are required during the Alliance, it is proposed that competitive quotes would first be obtained for the supply of those services and the contractor engaged would be on the basis of "best for the Alliance". It is envisaged under this arrangement and subject to to ALT consent, that if Thiess Services Pty Ltd was successful, the invoice negotiated price would be accepted as an Alliance Direct Cost and subject to the Thiess Project Fee. Parsons Brinckerhoff has advised that they do not intend to use any subsidiaries or associated entities as subcontractors, or as suppliers of goods and/or services, to the Alliance. Further, they understand that in the case where same are engaged, then the associated payment must be at cost and the subsidiaries and/or associated entities would be subject to audit by the Alliance Financial Auditor in respect to that transaction, or if the transaction was not at cost then the ALT would be advised and asked to approve the rate and Parsons Brinckerhoff would not claim a Project Fee of any nature on the amount.

**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

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

Alliance Selection Process. Preferred NOP's selected based on the assessed Potential to form a High Performance alliance team with the RTA, with Value for Money comparison to validate selection at the end of Stage 2. Stage 1 comprised assessment of written submission with mandatory and comparative criteria. Stage 2 comprised assessment via Interviews, Challenge work sessions and Commercial Alignment & Readiness to Proceed work sessions, then Value for Money Comparison. Stage 3 Commercial Alignment with Preferred NOP's.

nil

nil

nil

n/a

n/a

Risks are shared by all parties that are signatories to the Project Alliance Agreement. The parties that are signatories to the PAA are RTA, Thiess Pty and Parsons Brinckerhoff Australia Pty Ltd.

n/a


Schedule 7 Commercial Framework details the method of payment to NOPs which includes company rates and margins

n/a

Schedule 7 Commercial Framework not disclosed as it contains information that is Commercial-In-Confidence to the NOP's.

three components. 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 the RTA. 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 contained as Schedule 7 of the Project Alliance Agreement.
Contract ID: 0507M/S068
Contract Description: Managed Voice Services - Getronics Australia
Contract Commencement Date: 1/01/2007
Initial Contract Period: 104 wks

Revised Contract Period:
Successful Tenderer: UXC Connect Pty Ltd
Address: Locked Bag 800, FRENCHS FOREST, NSW, 1640
Method of Tendering: Pre-Qualified/Registered
Awarded Value: $16,000,000

Estimated Amount Payable: $18,529,449

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 contract provides for a renegotiation of terms of supply of services after 2 years and again after 4 years.

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

- Ability to meet the product/service requirements defined in Scope of Works.
- Demonstrated experience of successfully supplying systems of a similar nature, size and complexity.
- Qualifications and experience of personnel (includes technical and project/management skills) to be allocated to the work.
- The Quality Management System to be followed for any software development, maintenance and support.

A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services:
The contract provides for additional payments for related services on new projects and small moves, adds or changes.

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: Cost benefit analysis resulted in an IRR of 19%

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: Nil
Particulars of any other key elements of the contract

As well as managing the RTA’s Voice and Data Network the contract provides for a re-design and implementation of a new RTA statewide network.

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

Contract price is based on nominal units and may vary due to increase/decrease of these units. The contract also allows for price adjustments in accordance with pre defined indices.