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)

Contract ID 18.000301734.1885
Contract Description Rozelle Interchange and Western Harbour Tunnel Enabling Works - Design and Construction
Contract Commencement Date 31/12/2018
Initial Contract Period 300 wks
Revised Contract Period 300 wks
Successful Tenderer JOHN HOLLAND PTY LTD & CPB CONTRACTORS PTY LTD
Address LEVEL 3, 65 PIRRAMA RD, Pyrmont, NSW, 2009
Method of Tendering Multi Stage (Prequalified / Registered)
Awarded Value $4,184,471,500
Estimated Amount Payable $4,184,471,500

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

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

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

Particulars of 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

Refer to Deed documents published on RMS Website at the link below:

1. Design
2. Construction Methodology
3. Integrated Options
4. Management Structure and Stakeholder Relationships
5. Planning and Environment

TBC
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.

Particulars of any other key elements of the contract.

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

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

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

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

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

The reason why the contract has provisions which exclude or modify application of Part 4 Proportionate liability of the Civil.

----------------------------------------------------------

Refer to Deed documents published on RMS Website at the link below:

Refer to Deed documents published on RMS Website at the link below:

Refer to Deed documents published on RMS Website at the link below:

Yes
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>18.0000303606.0138</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Jane Street and Mulgoa Road Infrastructure upgrade</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>24/10/2018</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>85 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>85 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>McConnell Dowell Constructors (Aust) Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 11, 201 Miller Street, North Sydney, NSW, 2060</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$71,119,460</td>
</tr>
<tr>
<td>Estimated Amount Payable</td>
<td>$71,139,939</td>
</tr>
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</table>

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

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

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

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

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

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

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

The components and quantum of the public sector comparator if used

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

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

Particulars of any other key elements of the contract

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

Endeavour Energy Network Unregulated Partnership T/A Ausconnex

Transfer of electricity conduit/cable to Endeavour Energy. Expected timeframe is June 2020.

Construction risk transferred to Contractor, including traffic management, time management and material management.
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 reason why the contract has provisions which exclude or modify application of Part 4 Proportionate liability of the Civil

N/A

N/A

Nill

The contract contains clauses which allow Roads and Maritime Services to order and pay for variations necessary to satisfactorily complete the contract.

Yes
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>18.0000303606.1446</th>
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</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Jane Street, Penrith - Electrical Construction Ausconnex</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>23/10/2018</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>87 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>87 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>EDWARDS U PTY LIMITED &amp; Others</td>
</tr>
<tr>
<td>Address</td>
<td>49 Glendenning Road, Glendenning, NSW, 2761</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td>Awarded Value</td>
<td>$11,568,284</td>
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<tr>
<td>Estimated Amount Payable</td>
<td>$11,568,284</td>
</tr>
</tbody>
</table>

**Endeavour Energy Network Unregulated Partnership T/A Ausconnex**

- **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:** Single Invite
- **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:** Transfer of electrical ducts and cables to Endeavour Energy
- **Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer:** Nil
- **The results of any cost-benefit analysis of the contract conducted by the agency:** Nil
- **The components and quantum of the public sector comparator if used:** N/A
- **Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved:** Construction risk transferred to Contractor, including time management, material management, traffic management.
- **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

The reason why the contract has provisions which exclude or modify application of Part 4 Proportionate liability of the Civil

N/A

N/A

N/A

The contract clauses allow provisions for variations to be paid on the basis of any contract changes.

NA
<table>
<thead>
<tr>
<th><strong>Contract ID</strong></th>
<th>16.0000302909.2229</th>
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<tbody>
<tr>
<td><strong>Contract Description</strong></td>
<td>Rozelle Rail Yard Site Management Works</td>
</tr>
<tr>
<td><strong>Contract Commencement Date</strong></td>
<td>16/08/2017</td>
</tr>
<tr>
<td><strong>Initial Contract Period</strong></td>
<td>18 wks</td>
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<tr>
<td><strong>Revised Contract Period</strong></td>
<td>18 wks</td>
</tr>
<tr>
<td><strong>Successful Tenderer</strong></td>
<td>Fulton Hogan Construction Pty Ltd</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>Level 1 Bld 7 Botanicca Corporate Park, RICHMOND, VIC, 3121</td>
</tr>
<tr>
<td><strong>Method of Tendering</strong></td>
<td>Limited (Single Invitation / Selective/WADs)</td>
</tr>
<tr>
<td><strong>Awarded Value</strong></td>
<td>$38,896,618</td>
</tr>
<tr>
<td><strong>Estimated Amount Payable</strong></td>
<td>$38,896,618</td>
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</tbody>
</table>

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

Fulton Hogan Construction Pty Ltd

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

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

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

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

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 reason why the contract has provisions which exclude or modify application of Part 4 Proportionate liability of the Civil

N/A

N/A

NIL

Schedule 1 Payment Schedule contains commercial in confidence information.

Schedule 1 Payment Schedule contains commercial in confidence information.

N/A

Schedule 1 Payment Schedule contains commercial in confidence information.

Stockpile Clean-up, Removal of Miscellaneous Assets, Removal of Redundant Rail Infrastructure, Removal of Redundant Services and Removal of Ballast/Waste is based on a unit rate and subject to volumes.

NA
<table>
<thead>
<tr>
<th>Section</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Site Management Services for Gocup Road</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>21/06/2017</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>78 wks</td>
</tr>
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<td>Revised Contract Period</td>
<td>95.8 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>Open Tender</td>
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<td>Awarded Value</td>
<td>$1,011,296</td>
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<td>Estimated Amount Payable</td>
<td>$1,224,091</td>
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**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract**

- SMEC Australia Pty Ltd
- 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**

- Technical Skills (personnel)
- Qualifications and competence of nominated personnel.
- Submissions must include resumes of all personnel containing qualifications and list of demonstrated experience.
- Technical Skills (company)
- Provision of names and contact numbers of two referees to verify the companies experience with similar projects.
- Methodology
- The methodologies proposed to achieve the objectives stated in the services.
- Past Performance (Time, Cost, Quality)
- Completion on time including meeting milestones and deadlines, and required outcomes.
- Established Quality System accredited to AS/NZS ISO 9001 Quality Systems
- Demonstrated understanding of the services
- Understanding of the Roads and Maritime Service’s needs regarding the intentions to achieve the necessary outcomes
- Price
- Tenders must complete the pricing schedule as supplied by the Roads and Maritime Services and provide rates against each activity

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

- Not Applicable

**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

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

The reason why the contract has provisions which exclude or modify application of Part 4 Proportionate liability of the Civil

Not used

Not relevant

Not required for Public Services

Professional Services Contract for Site Administration Services on the Gocup Road and for a Development Engineer to provide assistance with the development of projects identified in C73 and PS610 Description of Services

Not Applicable

Not Applicable

Not relevant

Not applicable

Clause 12 Variations C71 Conditions of Contract

NA
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>16.000003661.0199</th>
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</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td>Stage 2 Upgrade of The Northern Road and Bringelly Road</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>19/05/2017</td>
</tr>
<tr>
<td>Initial Contract Period</td>
<td>130 wks</td>
</tr>
<tr>
<td>Revised Contract Period</td>
<td>130 wks</td>
</tr>
<tr>
<td>Successful Tenderer</td>
<td>Lendlease Engineering Pty Ltd</td>
</tr>
<tr>
<td>Address</td>
<td>Level 14, Tower Three, International Towers, Barangaroo, NSW, 2000</td>
</tr>
<tr>
<td>Method of Tendering</td>
<td>Multi Stage (Prequalified / Registered)</td>
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<tr>
<td>Awarded Value</td>
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<tr>
<td>Estimated Amount Payable</td>
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**Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor’s obligations under the contract or will receive a benefit under the contract:**

NIL

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

NIL

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

Price and an assessment based on value for money after considering tenderer's program, previous performance history, current financial position and other commitments, quality system, WHS performance, environmental performance, suitability of proposed personnel, plant, equipment and subcontractors, claims history and proposed strategy for managing earthworks operations.

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

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

**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:**

100% transfer to the State.

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

100% transfer to the State.

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

BCR for project is 1.1

**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.

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 reason why the contract has provisions which exclude or modify application of Part 4 Proportionate liability of the Civil.

NIL

NIL

N/A

NIL

The contract contains clauses which allow the RTA to order and pay for variations necessary to satisfactorily complete the contract. There is a formula for cost adjustments in the contract based on indices published by the Australian Bureau of Statistics and other Government bodies.

Yes
Contract ID 15.2914.1632
Contract Description Sydney Harbour Bridge & Sydney Harbour Tunnel Tolling Replacement Roadside System Maintenance
Contract Commencement Date 28/02/2017
Initial Contract Period 260 wks
Revised Contract Period 260 wks
Successful Tenderer KAPSCH TRAFFICCOM AUSTRALIA PTY. LTD
Address Level 10, 636 St Kilda Road, Melbourne, VIC, 3004
Method of Tendering Limited (Single Invitation / Selective/WADs)
Awarded Value $5,720,453
Estimated Amount Payable $5,720,453

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:

Schedule 1.1 - The Maintenance and Support Fees for any Extended Maintenance and Support Period are to be agreed between RMS and the Supplier in accordance with clause 2.2 of the agreement.

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

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

Schedule 1 - Maintenance and Support Fees

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

Not applicable

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:

Amount of Bank Guarantee is $1 million.

Clause 29.1

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

Contract schedules

Particulars of any other key elements of the contract:

TBA once legal has reviewed 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:

Register as at 13-Mar-19 8:36:49 AM
If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published.

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

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

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

TBA once legal has reviewed the contract.

Not applicable.

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

In accordance with Section 4 of Schedule 1.