



Interlink Roads Pty Ltd  
Toll Plaza  
M5 South West Motorway  
Hammondville NSW 2170

Attention: The Directors

Dear Sirs

## M5 WEST WIDENING PROJECT – INITIAL AGREEMENT

### Introduction

1. The NSW Government requires the M5 South West Motorway to be widened as part of the M5 Corridor Strategy subject to obtaining the necessary Planning Approval. The Base Scope of Works for the widening of the M5 South West Motorway is set out in Schedule 1 and, subject to clause 2, is more particularly described in the Draft Scope of Works and Technical Criteria contained in Schedule 7 (**Project**).
2. The RTA and Interlink Roads acknowledge that the Draft Scope of Works and Technical Criteria contained in Schedule 7 is not legally binding and is subject to further review, discussion and development during the term of this agreement and will only be used for the purposes of design development to the extent set out in this agreement.
3. Interlink Roads has previously provided the RTA with a document titled "M5 Widening Proposal" dated 22 September 2008 (**Proposal**). Interlink Roads has agreed to develop an updated proposal for the Project to enable recent developments to be incorporated and which will replace the Proposal.
4. The NSW Government has approved the RTA to directly deal with Interlink Roads in respect of the matters set out in this agreement.
5. A key purpose of this agreement is to establish a framework to enable the carrying out of the Preliminary Activities in a timely and efficient manner so as to facilitate:
  - (a) the development and submission by Interlink Roads of an updated proposal for the Project which meets and fully addresses the minimum requirements set out in Schedule 8;
  - (b) the carrying out of an Environmental Assessment of the Project by the RTA in a timely manner in accordance with Schedule 6 and the determination of an application for Planning Approval for the Project;
  - (c) the commencement of the implementation by Interlink Roads of the Procurement Strategy, including the development of design and construct contract terms for the Project as between the RTA and Interlink Roads; and
  - (d) the matters set out in Schedule 2,in each case with an aim to seeking to achieve Financial Close for the Project by  
The RTA and Interlink Roads shall use best endeavours to aim to achieve this target date for Financial Close.
6. The RTA and Interlink Roads acknowledge and agree that, upon signing of this agreement by Interlink Roads, this agreement will be legally binding.



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7. Each of the RTA and Interlink Roads must promptly advise the other of any circumstances that may materially reduce the likelihood of achieving the target date for Financial Close referred to in clause 5.
8. If the Updated Proposal is considered by the NSW Government to be acceptable to continue further negotiation and development of the Project, a further agreement/s will be necessary between the RTA and Interlink Roads which will include (among other topics) a continuation of 100% underwriting of agreed categories of Interlink Roads' costs up to an agreed monetary cap and in accordance with the terms of that further agreement.

## Definitions

9. For the purposes of this agreement the following definitions apply:

### **Authority** means:

- (a) any governmental or semi governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality;
- (b) any other person having a right to impose a requirement, or whose consent is required, under law with respect to any part of the Preliminary Activities; or
- (c) any other person having jurisdiction over, or ownership of, any other part of the Project.

### **Design Documentation** means all:

- (a) design documentation (including design standards, design reports, durability reports, specifications, models, samples, calculations, drawings, shop drawings, digital records and all other relevant data) in computer readable and written forms, or stored by any other means, which are required for the performance of the Preliminary Activities, or which Interlink Roads or any other person creates in performing the Preliminary Activities; and
- (b) computer software (including both source code and object code versions) where the computer software has been specifically created or specifically modified for the purposes of the Preliminary Activities.

**Draft Scope of Works and Technical Criteria** means the documents referred to in Schedule 7, as will be further developed and agreed between the RTA and Interlink Roads after the date of signing of this agreement by Interlink Roads.

**Environmental Assessment** means the environmental assessment for the Project required under Part 3A of the *Environmental Planning and Assessment Act 1979* (NSW) including the environmental assessment report and preferred project report.

**Financial Close** means the point in time at which:

- (a) the RTA, Interlink Roads and all other parties to all relevant transaction documents required to give effect to the Project (including amendments to existing transaction documentation) have reached agreement on the full terms and conditions of those documents; and
- (b) all conditions precedent to the commencement of those documents (including any approvals required by either the RTA or Interlink Roads) have been satisfied or waived,

such that each party is unconditionally bound to perform their respective obligations in accordance the terms of those documents.



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**GST Law** means the same as "GST Law" in *A New Tax System (Goods and Services) Tax Act 1999* (Cth).

**Other Project Proposal Costs** means the costs reasonably and actually incurred by Interlink Roads:

- (a) in preparing and submitting all proposals to the RTA prior to 22 November 2008;
- (b) since 22 November 2008 up to 8 November 2009 in relation to the further development of the Proposal; and
- (c) which have been substantiated to such a level of detail and verification as is reasonably required by the RTA,

subject to an upper reimbursement limit of

**Planning Approval** means the approval for the Project required under Part 3A of *Environmental Planning and Assessment Act 1979* (NSW).

**Preliminary Activities** has the meaning given to that term in clause 10 as may be varied, from time to time, under clause 30.

**Preliminary Activities Costs** has the meaning given to that term in clause 29.

**Probity Auditor** means the probity auditor referred to in Schedule 5.

**Procurement and Cost Plan** has the meaning given to that term in clause 17(a).

**Procurement Strategy** means the procurement strategy which forms part of the Preliminary Activities, the requirements for which are set out in Schedule 2.

**Program** has the meaning given to that term in clause 20.

**Project** has the meaning given to that term in clause 1.

**Project Control Group** means the project control group established under Schedule 5.

**Proposal** has the meaning given to that term in clause 3.

**this agreement** means clauses 1 to 64 (inclusive) of this document together with the following Schedules:

- (a) Schedule 1 – Base Scope of Works;
- (b) Schedule 2 – Requirements for Preliminary Activities;
- (c) Schedule 3 – Procurement and Cost Plan and Engagement of Contractors;
- (d) Schedule 4 – Minimum Requirements for Program and initial Program;
- (e) Schedule 5 – Governance Protocol;
- (f) Schedule 6 – Environmental Assessment Protocol;
- (g) Schedule 7 – Draft Scope of Works and Technical Criteria;
- (h) Schedule 8 - Minimum Requirements to be included in Interlink Roads' Updated Proposal; and
- (i) Schedule 9 – Concept Design Protocol.

**Updated Proposal** means the proposal to be submitted by Interlink Roads in accordance with clause 15.



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**Variation** has the meaning given to that term in clause 30.

### **Preliminary Activities**

10. Interlink Roads must, in respect of the Base Scope of Works, promptly commence, and expeditiously proceed with the following activities:
  - (a) preparation of the concept design documentation;
  - (b) preparation of a concept estimate of cost;
  - (c) development and implementation of the Procurement Strategy;
  - (d) preparation of traffic forecasts and a financial model; and
  - (e) preparation of a revised indicative and non binding Updated Proposal,in accordance with the requirements described in Schedule 2 (**Preliminary Activities**).
11. To assist Interlink Roads in the course of it developing the concept design documentation in accordance with this agreement, the RTA will provide information and findings arising from the Environmental Assessment as Interlink Roads may reasonably request in a timely manner.
12. Interlink Roads and the RTA must ensure that each of its contractors, suppliers and service providers engaged in relation to this agreement are required to comply with all Acts, Ordinances, Regulations, Bylaws, Orders, Awards and Proclamations of the Commonwealth and the State of NSW applicable to the carrying out of the Preliminary Activities and any other right or obligation under or in connection with this agreement.

### **Environmental Assessment and Planning Approval**

13. The RTA must use best endeavours, in relation to the Planning Approval process, to promptly commence and expeditiously proceed with the following:
  - (a) the development of a detailed activity plan and an outline program for the Environmental Assessment and Planning Approval submission process;
  - (b) engagement of suitable consultants as the "Lead Environmental Assessment consultant" as well as other specialist consultants; and
  - (c) all activities reasonably required to be completed by the RTA to enable the determination of an application for Planning Approval for the Project in accordance with Schedule 6.
14. To assist the RTA to fulfil its obligations under this agreement, Interlink Roads must provide all concept design information that the RTA reasonably requires so as to develop and prepare the Environmental Assessment in a timely manner.

### **Updated Proposal for the Project**

15. Interlink Roads must use best endeavours, as part of the carrying out of the Preliminary Activities and having regard to the outcome of the Preliminary Activities, to prepare and submit an updated indicative and non-binding proposal to the RTA in respect of the Project:
  - (a) which meets and fully addresses the minimum requirements set out in Schedule 8;
  - (b) on or before the date for submission as specified in the Program with an additional allowance of 14 days for delayed submission



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## Cooperation

16. Interlink Roads and the RTA acknowledge and agree that they must work cooperatively, including in relation to the matters contemplated in this agreement, to further develop and consider the Project.

## Procurement and Cost Plan

17. In carrying out the Preliminary Activities and without limiting the operation of clause 29, Interlink Roads must use best endeavours to comply with:
  - (a) the procurement and cost plan set out in Schedule 3 and any updated procurement and cost plan which has been provided under clause 2 of Schedule 3 (**Procurement and Cost Plan**); and
  - (b) the other requirements set out in Schedule 3.
18. Interlink Roads must ensure the expenditure incurred by it in connection with the Preliminary Activities is efficient and economic and on commercial terms.
19. Interlink Roads must regularly (at least monthly) and promptly update the RTA on:
  - (a) all Preliminary Activities performed as well as costs incurred in relation to those Preliminary Activities; and
  - (b) cash flow estimates for the carrying out of the remaining Preliminary Activities.

## Program

20. Interlink Roads must use best endeavours to:
  - (a) carry out the Preliminary Activities in accordance with the program set out in Schedule 4 and any updated program; and
  - (b) comply with the other requirements set out in Schedule 4.

## Cost of carrying out Preliminary Activities and other obligations under this agreement

21. Subject to clauses 25 and 28, Interlink Roads must pay all its own costs of undertaking and completing the Preliminary Activities and fulfilling its other obligations under this agreement.
22. Subject to clause 23, the RTA must pay its own costs incurred in fulfilling its obligations under this agreement.
23. If the Project reaches Financial Close, Interlink Roads must reimburse the RTA, within 14 days of receiving a request for reimbursement after the achievement of Financial Close, for all external costs incurred by the RTA in connection with the Environmental Assessment and Planning Approval process up to Financial Close, subject to a maximum amount of \$3million. The RTA must provide Interlink Roads with updated forecasts of costs and records of incurred costs as reasonably requested by Interlink Roads. Interlink Roads may finance the amount payable to the RTA by including that amount in the overall Project cost set out in the financial model included in the final Project documentation signed between the RTA and Interlink Roads.
24. If, at any stage, the NSW Government or the RTA decides to proceed with no part of the Base Scope of Works, the RTA must provide written notice to Interlink Roads of that fact as soon as reasonably practicable.
25. If:
  - (a) this agreement terminates under clause 47; or



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- (b) the RTA terminates this agreement under clause 49(a) or clause 49(b),

Interlink Roads may then claim, and the RTA will promptly reimburse Interlink Roads for, 100% of the Preliminary Activities Costs (as defined in clause 29) provided Interlink Roads has:

- (c) reasonably progressed the completion of the Preliminary Activities in accordance with the latest submitted Program;
- (d) carried out the Preliminary Activities to the standards required by Schedule 2; and
- (e) provided to the RTA the materials required by clause 35.
26. In determining whether Interlink Roads has reasonably progressed the completion of the Preliminary Activities for the purposes of clause 25(c), regard must be had to the extent, if any, to which Interlink Roads has been delayed in carrying out the Preliminary Activities as a result of the RTA's failure to provide Interlink Roads with such inputs as the Project Control Group has agreed are reasonably required to be provided by the RTA to Interlink Roads for the purposes of carrying out the Preliminary Activities by the time agreed by the Project Control Group for the provision of those inputs. Any disagreement in relation to whether Interlink Roads has been delayed by the RTA as contemplated by this clause 26 will be referred to the Project Control Group for consideration.
27. Where the RTA considers (acting reasonably) that Interlink Roads has failed to carry out the Preliminary Activities to the standards required by Schedule 2, the RTA will pay to Interlink Roads under clause 25 that proportion of the Preliminary Activities Costs as the RTA determines (acting reasonably) represents a reasonable amount for the performance of the Preliminary Activities (up to or committed prior to the date of termination) to the standard to which they were performed. Any disagreement in relation to an amount determined by the RTA under this clause 27 will be referred to the Project Control Group for consideration.
28. If the NSW Government or the RTA proceeds with the whole or part of the Project, it is envisaged that:
- (a) other than where clause 25 applies, the Preliminary Activities Costs; and
- (b) the Other Project Proposal Costs,
- will be financed by being incorporated into the overall Project cost set out in the financial model included in the final Project documentation signed between the RTA and Interlink Roads and therefore:
- (c) will not themselves be reimbursed by the RTA under this agreement; and
- (d) may not be claimed on any basis whatsoever by Interlink Roads against the RTA or the NSW Government, except as contemplated in this clause 28.
29. For the purposes of this agreement, **Preliminary Activities Costs** means the costs reasonably and actually incurred by Interlink Roads in carrying out the Preliminary Activities:
- (a) from 9 November 2009 to the date of signing of this agreement by Interlink Roads;
- (b) from the date of signing of this agreement by Interlink Roads up to the earlier of:
- (i) the date on which the NSW Government or the RTA provides written notice to Interlink Roads that it has decided to proceed with no part of the Base Scope of Works;
- (ii) the date referred to in clause 47; and



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- (iii) the date of any notice given by the RTA under clause 49(b); and
- (c) which have been incurred in accordance with the requirements of Schedule 2 and the Procurement and Cost Plan and have been substantiated to such a level of detail and verification as is reasonably required by the RTA,

subject to an upper reimbursement limit of \_\_\_\_\_ or such other amount as may be agreed in writing between the RTA and Interlink Roads. This includes costs incurred or committed up to the date of the notification or termination referred to in clause 25, provided such amount is invoiced no later than two months from that date.

### Variations

- 30. The RTA may, at any time during the term of this agreement, seek an increase, change or decrease in:
  - (a) the Base Scope of Works or the Preliminary Activities; or
  - (b) the Draft Scope of Works and Technical Criteria once finalised and agreed between the RTA and Interlink Roads,by written notice to Interlink Roads (**Variation**).
- 31. Any Variation must be agreed in writing between the parties and should have regard to the impact that such a Variation would have on the target Financial Close date, the upper reimbursement limit referred to in clauses 23 and 29 and the Program.

### Governance Protocol

- 32. The parties must use best endeavours to comply with the governance protocol set out in Schedule 5 at all times during the term of this agreement.

### Intellectual property rights

- 33. Interlink Roads:
  - (a) grants to the RTA (and warrants that it has the right to grant) a perpetual, irrevocable, royalty free, non-exclusive licence (including the right to sub-license) to make whatever use of all intellectual property rights the RTA considers necessary or desirable in relation to the Project, in:
    - (i) the Updated Proposal (excluding the traffic report and traffic outputs which form part of the Updated Proposal);
    - (ii) the Procurement Strategy; and
    - (iii) all Design Documentation, cost estimates and financial models provided to the RTA under this agreement; and
  - (b) must use best endeavours to procure for the RTA a perpetual, irrevocable, royalty free, non-exclusive licence (including the right to sub-license) to make whatever use of all intellectual property rights the RTA considers necessary or desirable in relation to the Project, in all other materials provided to the RTA under this agreement.
- 34. Interlink Roads warrants that all materials provided to the RTA under this agreement and the use of those materials in accordance with the licence granted under clause 33, will not infringe any intellectual property right or any moral right.

## Delivery up of materials produced

35. On the date of payment of any amount by the RTA to Interlink Roads under clause 25 or otherwise at the expiry or termination of this agreement (whichever is the earliest), Interlink Roads must (if it has not already done so in accordance with this agreement) deliver to the RTA a complete set of the materials specified in paragraphs (a) and (b) below, produced on or after the date of signing of this agreement by Interlink Roads, subject to the materials then existing and excluding superseded draft versions:
- (a) design documentation relating in any way to the Project, whether complete or not; and
  - (b) other materials reasonably required by the RTA to complete the design, Environmental Assessment and procurement processes.
36. The RTA may also request from Interlink Roads the delivery of design documentation that Interlink Roads has produced in relation to the Project before the date of signing of this agreement by Interlink Roads. The delivery of such material by Interlink Roads would be subject to a separate reimbursement by the RTA to Interlink Roads for all reasonable costs incurred in the development of the material to be agreed between the RTA and Interlink Roads consequent upon the RTA making the request.

## Insurance

37. Interlink Roads must effect and maintain the following insurances:
- (a) workers compensation insurance for any injury, damage, expense, loss or liability suffered or incurred by any person engaged in the Preliminary Activities (or their dependants):
    - (i) giving rise to a claim:
      - (A) under any statute relating to workers or accident compensation; or
      - (B) for employer's liability at common law for not less than the amount customarily insured by prudent insureds in the relevant jurisdiction for any one event (but only in jurisdictions where common law claims are permissible outside the relevant statutory scheme);
    - (ii) in every State or Territory where the Preliminary Activities will be carried out as well as each State or Territory where Interlink Roads' employees normally reside or where their contract of employment was made; and
    - (iii) where possible under the relevant State or Territory law or scheme governing workers compensation insurance, extend the cover so as to indemnify the RTA for the RTA's liability to persons engaged by Interlink Roads; and
  - (b) public liability insurance which must:
    - (i) be written on an occurrence basis;
    - (ii) name Interlink Roads, its employees, contractors, suppliers or service providers from time to time involved in the Preliminary Activities as insureds;
    - (iii) cover the insureds for their liability to third parties for loss of, loss of use of, or damage to property and injury to, illness of or death of any person (other than liability which the law requires to be covered under a workers compensation insurance policy) occurring during the course of or in connection with the Preliminary Activities;



- (iv) cover the RTA and Interlink Roads' respective liability to each other for loss of use of or loss or damage to property and the death of or injury or illness to any person (other than liability which the law requires to be covered under a workers compensation insurance policy); and
  - (v) have a limit of indemnity for each and every occurrence of not less than \$20million.
38. Interlink Roads must ensure that any contractors, suppliers or service providers that are engaged to carry out any of the Preliminary Activities maintain adequate insurance.
39. Interlink Roads must, promptly upon request by the RTA, provide reasonable evidence to the RTA of Interlink Roads' compliance with clauses 37 and 38.

**Acknowledgement and release**

40. Without limiting or derogating from their respective obligations under this agreement, the RTA and Interlink Roads acknowledge and agree that each party is under no obligation to (and have made no representation that they will):
- (a) agree to or proceed with the Project, the Proposal, the Updated Proposal, the Base Scope of Works or the Draft Scope of Works and Technical Criteria in any form; or
  - (b) enter into any contractual arrangement in respect of the Project, the Proposal, the Updated Proposal, the Base Scope of Works, the Draft Scope of Works and Technical Criteria or any other arrangement or scope of works similar to the Project, the Proposal, the Updated Proposal, the Base Scope of Works or the Draft Scope of Works and Technical Criteria.
41. Other than:
- (a) a claim for payment under clause 25 (if applicable); and
  - (b) in the event that the NSW Government or the RTA decides to proceed, in whole or in part, with the Project, the incorporation of those costs as contemplated under clause 28,

Interlink Roads releases the RTA and the NSW Government from all claims whatsoever in respect of any losses, costs or damages incurred or suffered (whether present or future, fixed or unascertained, actual or contingent) arising out of or in connection with any of this agreement, the Project, the Proposal, the Updated Proposal, the Base Scope of Works, the Draft Scope of Works and Technical Criteria or any meetings, correspondence, discussions, negotiations or documentation relating to any of those matters.

42. Other than a claim for payment under clause 23, the RTA releases Interlink Roads from all claims whatsoever in respect of any losses, costs or damages incurred or suffered (whether present or future, fixed or unascertained, actual or contingent) arising out of or in connection with any of the Proposal, the Updated Proposal or any meetings, correspondence, discussions, negotiations or documentation relating to any of those matters.
43. RTA and Interlink Roads acknowledge and agree that the releases in clauses 41 and 42 do not prejudice or limit the rights or obligations of either party under any subsequent agreement entered into by them in respect of the Project.
44. Interlink Roads acknowledges and agrees that:
- (a) the RTA's receipt, review or approval of, or consultation or comments regarding, any documents or other information referred to in this agreement is solely for the purpose of monitoring Interlink Roads' performance under this agreement;





- (b) the RTA owes no duty of care to Interlink Roads to review such documents and information for errors, omissions or compliance with the requirements of this agreement or otherwise; and
- (c) the RTA's review, approval, consultation or comments regarding such documents or information does not lessen or otherwise affect Interlink Roads' obligations under this agreement.

#### **No impact on judgment and discretion**

- 45. Nothing in this agreement requires the RTA or the NSW Government to do any thing which would (or which seeks or purports to) interfere with, direct, compromise, restrict or otherwise fetter the independent exercise of any judgement or discretion of the NSW Director-General of Planning or any NSW Government agency.
- 46. Interlink Roads acknowledges and agrees that nothing in this agreement will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the RTA or the NSW Government to exercise any of its functions and powers pursuant to any legislation or otherwise.

#### **Termination**

- 47. Subject to clause 49, this agreement will terminate on 23 June 2010.
- 48. Interlink Roads can continue to develop the Updated Proposal during the period between the submission of the Updated Proposal and the expiry or earlier termination of this agreement, subject to a further underwriting arrangement to be agreed between the parties prior to submission of the Updated Proposal.
- 49. The RTA and Interlink Roads agree that this agreement will terminate immediately if any of the following occur before the date referred to in clause 47:
  - (a) any of the NSW Government or the RTA provides written notice to Interlink Roads that it has decided to proceed with no part of the Base Scope of Works; or
  - (b) the RTA provides written notice to Interlink Roads that this agreement is to terminate for any reason; or
  - (c) the RTA and Interlink Roads enter into an agreement which supersedes this agreement; or
  - (d) Interlink Roads provides written notice to the RTA that it has decided to proceed with no part of the Base Scope of Works.
- 50. This agreement may only terminate in the circumstances contemplated in clauses 47 and 49, unless the RTA and Interlink Roads otherwise agree in writing.

#### **GST**

- 51. Unless indicated otherwise, all amounts referred to in this agreement are stated exclusive of GST. If GST is or will be imposed on a supply made under or in connection with this agreement, to the extent that the consideration otherwise provided for that supply under this agreement is not stated to include an amount in respect of GST on the supply:
  - (a) the consideration otherwise provided for that supply is increased by the amount of that GST; and
  - (b) the recipient must make payment of the increase at the same time as the consideration is provided subject to receipt of a tax invoice.
- 52. Where any indemnity, reimbursement or similar payment under this agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit, or any



notional input tax credit, to which the party (or its representative member) is entitled in relation to the relevant cost, expense or other liability. Each of the RTA and Interlink Roads will be assumed to be entitled to full input tax credits unless they provide evidence to the other party to the contrary.

53. The supplier of a taxable supply under this agreement will issue a tax invoice or adjustment note to the recipient in relation to the supply.
54. For the purposes of clauses 51, 52 and 53 words defined in the GST Law have the same meaning in clauses 51, 52 and 53 unless the context makes it clear that a different meaning is intended.

### **Confidentiality**

55. Subject to clause 56, the RTA and Interlink Roads must keep the terms of this agreement confidential.
56. The RTA and Interlink Roads may disclose the terms of this agreement:
  - (a) to its employees, professional advisers, bankers, auditors, financial advisers, financiers, insurance brokers or other consultants, contractors, subcontractors and suppliers on those persons undertaking to keep the terms of this agreement confidential;
  - (b) to comply with any applicable law or requirement of any regulatory body or government agency including any relevant stock exchange;
  - (c) in the case of the RTA:
    - (i) to the Minister (or Office of the Minister) with responsibility for the RTA;
    - (ii) to any other Minister or government agency for a purpose related to the Project; or
    - (iii) in accordance with government policy or for any legitimate government purpose or process;
  - (d) in the case of Interlink Roads, to Interlink Roads' shareholders, directors and investors; and
  - (e) for any other purpose with the prior written consent of the other party.

### **General**

57. Any date or period of time set out in this agreement may be extended (or otherwise amended) by written agreement between the RTA and Interlink Roads at any time.
58. This agreement is governed by the laws in force in the State of New South Wales.
59. The RTA and Interlink Roads submit to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this agreement.
60. The RTA and Interlink Roads agree that, to the extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any rights, obligations and liabilities arising under or in relation to this agreement howsoever such rights, obligations or liabilities are sought to be enforced.
61. Nothing in this agreement creates, or implies an intention to create, a relationship of employment, partnership or joint venture between the RTA and Interlink Roads and neither the RTA nor Interlink Roads may act or has the authority to act as agent of or in any way bind or commit the other to any obligation.

- 62. In this agreement the word "**includes**" and "**including**", and any variants of those words, will be read as if followed by the words "**without limitation**".
- 63. This agreement constitutes the entire, final and concluded agreement between the RTA and Interlink Roads about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.
- 64. The obligations in clauses 21, 22, 23, 25, 26, 27, 28, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43, 51, 52, 53, 54, 55, 56, 58, 59, 60 and this clause 64 survive any termination or expiry of this agreement.

Yours faithfully

Michael Bushby  
Chief Executive

Executed by Interlink Roads Pty  
Ltd (ABN 53 003 845 430) in  
accordance with s127(1) of the  
*Corporations Act 2001* (Cth)

Signature of director

PAUL FOSTER  
Name

Signature of director/secretary

B. BOURKE  
Name

18 DECEMBER 2009.  
Date





# Schedule 1

## BASE SCOPE OF WORKS

The Base Scope of Works includes:

1. eastbound widening by one lane from Camden Valley Way to Hume Highway and Moorebank Avenue to Fairford Road; westbound widening by one lane westbound from King Georges Road to Moorebank Avenue and Hume Highway to Camden Valley Way;
2. noise attenuation measures for the section of the M5 South West Motorway between King Georges Road and Camden Valley Way to mitigate noise from increased traffic volumes; and
3. provision of Operations Management and Control Systems (OMCS) for the M5 South West Motorway.

# Schedule 2

## REQUIREMENTS FOR PRELIMINARY ACTIVITIES

### 1. General requirements for the Preliminary Activities

Without limiting the other requirements of this Schedule 2, Interlink Roads must:

- (a) use best endeavours to ensure that:
  - (i) the Preliminary Activities are carried out to a standard consistent with, and which is fit for its intended purpose as set out in, this Schedule 2;
  - (ii) the Preliminary Activities are carried out so as to comply with Schedule 8; and
  - (iii) completion of the Preliminary Activities is achieved in accordance with the latest submitted Program; and
- (b) ensure that the concept design documentation produced in accordance with this agreement is of a quality and standard capable of being relied upon by each of the RTA and the NSW Government.

### 2. Purpose of the Preliminary Activities

In addition to the purposes set out elsewhere in this Schedule 2, Interlink Roads and the RTA acknowledge and agree that the purpose of the Preliminary Activities is to (among other things) achieve all of the following:

- (a) confirm the feasibility of the Base Scope of Works;
- (b) enable the RTA and Interlink Roads to review, assess and have increased level of certainty in relation to:
  - (i) the scope for the Base Scope of Works; and
  - (ii) the estimated cost (including operation and maintenance) of the Base Scope of Works;
- (c) enable the RTA to understand traffic estimates and supporting high level assumptions; and
- (d) provide the minimum requirements to be included in the Updated Proposal to assist the NSW Government to fully consider whether to proceed with the Project as required by the NSW Working With Government Guidelines.

### 3. Concept design documentation

The concept design documentation must:

- (a) where possible satisfy the requirements of the Draft Scope of Works and Technical Criteria (including in relation to the electronic form of the concept design documentation);
- (b) provide sufficient information to ensure that the Base Scope of Works can be constructed in the available land, except in the case of any OMCS equipment required to be installed outside of the M5 South Western Motorway lease area;
- (c) be sufficient to enable the RTA to carry out the Environmental Assessment process for the Project;





- (d) be sufficient to enable a concept estimate of cost to be established; and
- (e) be prepared in accordance with the relevant requirements set out in this Schedule 2.

#### **4. Specific requirements**

- (a) Interlink Roads must prepare, develop and submit all Design Documentation necessary to comply with the requirements of this Schedule 2, including to specifically include the items listed and in the format described in Attachment 1 to this Schedule 2.
- (b) Without limiting paragraph (a), the Design Documentation must generally comply with the requirements of the Draft Scope of Works and Technical Criteria.
- (c) If Interlink Roads considers any design outcome may not comply with any requirement of this agreement, it must seek the RTA's approval (which will be at the RTA's discretion acting reasonably) to any non-conformance, by submitting a proposed non-conformance to the RTA.

#### **5. Concept estimate of cost**

The concept estimate of cost must:

- (a) be prepared in accordance with a format satisfactory to the RTA; and
- (b) include schedules of:
  - (i) estimated quantities;
  - (ii) rates;
  - (iii) prime cost items;
  - (iv) overhead and management costs; and
  - (v) risk, design, escalation and other contingencies.

#### **6. Traffic forecasts and financial models**

##### **6.1 Historical Traffic Data**

Interlink Roads must provide the RTA with historical revenue traffic count data, including as a minimum, hourly revenue traffic count data for the past three years at each toll plaza in each direction and each tolled ramp where captured and available. This data must be provided to the RTA no later than 30 days following the date of signing of this agreement by Interlink Roads.

##### **6.2 Traffic Reporting**

Interlink Roads must submit a traffic report which addresses, as a minimum, the following matters:

- (a) The traffic forecasting methodology including high level description of:
  - (i) the construction of the traffic model;
  - (ii) the traffic modelling package utilised;
  - (iii) calibration of the traffic model, including how network model has been calibrated and how this compares to observed traffic conditions;
  - (iv) stated preference survey results;



- (v) assumptions about the Project used in connection with the traffic model including the following:
  - (A) applied travel zoning system;
  - (B) population forecasts;
  - (C) employment forecasts;
  - (D) land use and development assumptions ;
  - (E) road network, the transport system and future major transport proposals included in the model. Interlink Roads transport network assumptions base and future;
  - (F) methodology to address mode selection and shift;
  - (G) distribution of employment and population growth rates along the M5 South Western Motorway corridor;
  - (H) induced travel demand;
  - (I) capacity constraints and how the traffic model deals with capacity constraints;
  - (J) expansion factors and any effects of day of the week or time of year seasonality, including appropriate quarterly adjustment factors for traffic forecasts to take seasonality into account if used in the forecast;
  - (K) summary of trip matrices used;
  - (L) values of travel time savings adopted; and
  - (M) ramp-up assumptions.

### 6.3 Traffic Outputs

- (b) The outputs of the traffic model must include at a minimum for each year from the year ending 30 June 2010 until the year ending 30 June 2034:
  - (i) vehicles per hour during the morning peak, evening peak and interpeak at each toll plaza;
  - (ii) average annual daily volumes for cars and trucks at each toll plaza and in each direction;
  - (iii) the methodology and calculation of how the annual traffic forecasts from the traffic model are converted into financial years;



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- (iv) forecast traffic flows on links of the motorway and adjacent alternative main routes and by direction; and
- (v) difference plots for the surrounding network for all of the scenarios detailed above.

#### 6.4 Financial Model

The financial model must, as a minimum:

- (a) **Financial Model Construction:** be constructed, and be tested, to a level sufficient to ensure that the outputs generated are robust and can be relied upon by the RTA;
- (b) **Assumptions and Data Book:** incorporate detailed assumptions and be accompanied by a data book which sets out all assumptions utilised;
- (c) **Manual:** be accompanied by an instruction manual that provides the information necessary for the RTA and its advisers to operate the financial model;
- (d) **Financial Projections:** set out a fully integrated set of financial projections covering the proposed concession period for the Project which considers the traffic scenarios set out in clause 6.2 and 6.3 of Schedule 2; and
- (e) **Outputs:** deliver the mutually agreed outputs, sensitivities and compensation methodology.

#### 7. Procurement Strategy

- (a) The Procurement Strategy must as a minimum detail a procurement methodology for Interlink Roads to engage one or more design and construction contractor(s) to deliver the Project including strategies so as to facilitate early contractor involvement in the:
  - (i) development of the concept design (including as relevant for the Environmental Assessment process); and
  - (ii) development of the cost estimate.
- (b) Interlink Roads must use its best endeavours to implement the Procurement Strategy including by:
  - (i) preparing procurement documentation for request for tenders to facilitate the early contractor activities; and
  - (ii) appointing a contractor to perform the early contractor activities.

#### 8. Updated Proposal

The Updated Proposal must comply with the requirements of Schedule 8.

# Attachment 1 to Schedule 2

## 1. Concept Design Documentation

The following Design Documentation must be submitted together with a concept design report from Interlink Roads which:

- (a) confirms compliance with the requirements of the draft Scope of Works and Technical Criteria or, subject to clause 4(c) of Schedule 2, identifies a non-compliance and proposes a change to the Draft Scope of Works and Technical Criteria or a permissible non-conformance;
- (b) identifies all design criteria adopted;
- (c) identifies integration issues with existing infrastructure and mitigation strategies;
- (d) identifies the durability requirements for each element;
- (e) identifies the performance criteria selected for the element;
- (f) identifies preferred option and other options investigated;
- (g) includes a value management report generated just prior to BCF with limited contractor input;
- (h) describes geometric design;
- (i) includes details of road design related calculations;
- (j) includes details of supporting logic and justification of any unorthodox design treatments;
- (k) includes details of design guides and references adopted;
- (l) identifies and confirms that all urban and landscape design criteria have been addressed to a preliminary level for each element;
- (m) identifies the structural and bridge design loadings and design standards that have been or will be adopted for detailed design of each element;
- (n) includes details of certification for all structural designs;
- (o) includes Stage 2 road safety audit report and post audit action plan;
- (p) includes a report on how OHS impacts have been incorporated;
- (q) includes detailed MX (12D) models;
- (r) includes a preliminary report on how the design has incorporated environmental mitigation measures;
- (s) includes a preliminary report on how the design has incorporated waste minimisation principles;
- (t) includes details batter design;
- (u) describes impact on properties and includes property adjustment plans;
- (v) includes drainage design assessment;
- (w) details the construction staging options and the determined construction staging to a preliminary definition;



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- (x) details provision for traffic management to suit proposed preliminary staging methodology;
- (y) describes impact on road network traffic and local community during construction to the extent possible from preliminary work; and
- (z) includes preliminary constructability assessments.

## 2. Concept Design Documentation Requirements for Environmental Assessment

The Design Documentation and construction methodology information required to be completed as part of the concept design and to be used in the Environmental Assessment includes:

- (a) A description of the Project generally consistent with other current RTA Environmental Assessment documentation;
- (b) Definition of total construction footprint;
- (c) Outline of the proposed construction methodology;
- (d) Statement of design criteria;
- (e) Proposed activities at and locations of potential construction site compounds and other ancillary facilities as determined with limited contractor input;
- (f) Initial forecast construction traffic movements;
- (g) Initial estimates of materials, plant and machinery (for, amongst other things, input into greenhouse gas assessment);
- (h) Topographic string lines (input to noise assessment);
- (i) Flooding assessment to the extent necessary for Environmental Assessment;
- (j) Urban design inputs;
- (k) Potential property impacts/adjustments – both direct and indirect; and
- (l) Drainage design documentation, including consideration of catchment areas, permeability and runoff, assessment of existing drainage infrastructure, sedimentation basins and drainage during construction to the extent necessary for Environmental Assessment.

## 3. Format of Design Documentation

### 3.1 Drawing presentation requirements

At all stages of their development shall generally conform with the *RTA CADD Advisory Group - CADD Manual*. Notwithstanding the content of this manual Interlink Roads must:

- (a) confirm and obtain agreement to the structure, type and composition of drawings, reports and computer models with the RTA;
- (b) ensure the appropriate cross-referencing between concept design drawings and other documentation;
- (c) incorporate and reference appropriate model and standard drawings. Where model drawings are not available or not suitable for a specific purpose, develop a supplementary drawing that fulfils the purpose or include all the necessary details on the drawings; and
- (d) provide all concept design drawings as A3 hard copies and pdf electronic files.



### **3.2 The MX requirements**

- (a) The concept design for road works must be developed using MX (12D or MOSS) with input files. The MX Model (12D or MOSS) files can be supplied in Genio format. Enhancement may be undertaken using Autocad or Microstation. The organisation of CADD Data is to conform to the requirements of this document as well the CADD Manual. Feature Labelling conventions are to comply with the MX (12D or MOSS) Road Feature Name Set. Alternative organisation of data shall not be permitted.
- (b) MX (12D or MOSS) design is required for all components of the work that will be constructed. The design model(s) is (are) to be complete in every way and shall include all permanent changes to the existing terrain.
- (c) The models are to be complete in every way and are to be fully documented. Superfluous or superseded data shall be removed from the model files.
- (d) Electronic copies of all data files used in the computer modelling for the concept design must be provided to the RTA.
- (e) Sedimentation basins and constructed wetlands must be included in MX (or 12D) models

### **3.3 Concept design report requirements**

Interlink Roads must prepare for comment four unbound hard copies of the draft report at 80% Concept Design and final report at 100% Concept Design (in a loose-leaf binder) plus an electronic copy of the report on CD (using Microsoft Word and/or PDF format).



# Schedule 3

## PROCUREMENT AND COST PLAN AND ENGAGEMENT OF CONTRACTORS

### 1. Purpose of Procurement and Cost Plan

Interlink Roads acknowledges and agrees that an intended purpose of the Procurement and Cost Plan is for Interlink Roads to:

- (a) provide a detailed description of how Interlink Roads intends to carry out the Preliminary Activities in accordance with the requirements of this agreement with respect to the subject matter of the Procurement and Cost Plan; and
- (b) provide a detailed estimate of the proposed costs of Interlink Roads carrying out the Preliminary Activities in accordance with the requirements of this agreement.

### 2. Submission of updated Procurement and Cost Plan

- (a) Interlink Roads must:
  - (i) update and refine the Procurement and Cost Plan every month throughout the performance of the Preliminary Activities so that the Procurement and Cost Plan remains current and details:
    - (A) how Interlink Roads proposes to procure and complete each of the Preliminary Activities in accordance with this agreement; and
    - (B) the actual costs incurred and projected costs in carrying out the Preliminary Activities in accordance with this agreement; and
  - (ii) promptly submit each updated Procurement and Cost Plan to the RTA for comment.
- (b) Within 14 days from receipt of each updated Procurement and Cost Plan, the RTA may review and provide comments to Interlink Roads.
- (c) If the RTA provides comments under paragraph (b), Interlink Roads must respond to the comments made by the RTA and appropriately address them as necessary.

### 3. Requirements in relation to the procurement of contractors and administration of contracts

- (a) Interlink Roads may only engage contractors, suppliers or service providers to undertake the Preliminary Activities if those contractors, suppliers or service providers:
  - (i) are competent and experienced;
  - (ii) nominate key individuals with sufficient experience to carry out the relevant Preliminary Activity and undertake that those individuals will carry out the relevant Preliminary Activity; and
  - (iii) are pre-qualified with the RTA (where an RTA pre-qualification list exists for a work, supply or service required for the Preliminary Activities),or are otherwise specified in the Procurement and Cost Plan.
- (b) The RTA may request Interlink Roads to provide information which demonstrates how these requirements are fulfilled.



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#### 4. Requirements of the Procurement and Cost Plan

Interlink Roads must ensure that the Procurement and Cost Plan addresses and includes all of the following elements:

- (a) a methodology must be detailed as to how the Preliminary Activities will be carried out and completed, including timeframes and estimated costs;
- (b) in relation to the management approach for the Preliminary Activities, the Procurement Plan must also include the following:
  - (i) management structure, including roles and responsibilities as well as an organisation structure diagram;
  - (ii) details of the contractors, suppliers and service providers proposed to be used to carry out the Preliminary Activities;
  - (iii) confirmation that those persons satisfy the requirements of clause 3 of this Schedule 3; and
  - (iv) methodology for coordinating the activities of the persons referred to in paragraph (ii) above;
- (c) an estimate of the costs to be incurred in undertaking the Preliminary Activities, such cost estimate to be broken down by key activities;
- (d) details as to how such costs will be forecast and reported to the RTA; and
- (e) details of any increase in the amount payable or any new work or service to be performed under this agreement (as the case may be).

#### 5. Procurement and Cost Plan

The initial Procurement and Cost Plan is set out in Attachment 1 to this Schedule 3 and considered satisfactory in meeting the requirements set out above.



# Attachment 1 to Schedule 3

**Date: 17/12/2009**

**Revision: E**

**Procurement of Services for the BCF:**

**Methodology**

Interlink will manage the M5 widening project in accordance with Interlink's management system which is certified to the respective standards for quality (AS9000), environment (AS14000) and safety (AS4801).

A Project Manager (PM) will be appointed to deliver the Preliminary Activities. Within Interlink, the PM will report to an Interlink Project Compliance Group (IPCG) and Interlink Board. The Interlink PM will report progress through the IA Project Control Group (See Schedule 5 of Initial Agreement)

The PM will be assisted by a Project Coordinator with the responsibility to assist the PM with coordination of activities and to ensure that the appropriate project plans and controls are in place. The primary plan for coordination of the Preliminary Activities will be the Project Implementation Plan (PIP). The overall intent is to ensure compliance with the IA. The PIP will include the following sub plans:

- Resourcing plan;
- Program of work;
- Budget and cost control system;
- Quality assurance and control plan;
- Risk management and assessment plan;
- Environmental management plan;
- Occupational health and safety plan;
- All other plans necessary to undertake the project effectively

Individual managers will be appointed for each work stream (see attachment 1). This manager will have responsibilities for delivering outputs for the Preliminary Activities and for coordination and integration of their outputs with:

- The PM and Project Coordinator,
- other work stream managers,
- RTA,
- Service providers, and
- Other appropriate stakeholders.

**Management Structure Outline**

The internal Management structure, including work streams is shown at attachment 1.

The relationship between Interlink project team and RTA project team is shown in attachment 1 to Schedule 5 of the Initial Agreement.

**Management Roles and Responsibilities**

Positions within Interlink's project team have been allocated to individuals who have been selected for their knowledge and expertise in the areas to which they have been assigned. They will be responsible for delivering the appropriate outputs, co-ordination, integration and ensuring that the appropriate project controls are implemented to ensure outputs are achieved on time, at the appropriate standard and on or below cost.



The key personnel within the team, along with their details and responsibilities are noted below:

- **Project Manager - Jonathan Hunt:** Jonathan joined Interlink recently from Lend lease. He has 20 years experience in various aspects of project development, project finance and management with corporates, institutions, government and private investors. He has responsibility for the management of the M5 Widening negotiation and development.
- **Project Coordinator - Hass McCook:** Hass is a civil engineer and is employed by Interlink as a project manager. He has 5 years experience in engineering project management including PPPs. He is responsible for assisting the PM to ensure the effective coordination of the multi-disciplinary work streams. Complementary to ensuring compliance with the PIP and delivery of outputs his role encompasses programming, document control, communications protocols, monitoring the budget, reporting and integrating and relaying information to the work stream managers, RTA and other stakeholders.
- **Environmental Manager - Caitlin Richards:** Caitlin is an environmental management consultant contracted to Interlink with 12 years experience in the planning and environmental assessment of major infrastructure projects. She will be primarily responsible for advising Interlink on environmental matters. She will also supervise the peer review and monitor progress of the environmental assessment being managed by the RTA.
- **Communications and Community Relations Manager - Tanya Baini:** Tanya is a Communications and Community Relations expert under contract from Transurban and has 15 years experience in government and corporate relations and communication. She is responsible for providing Interlink with communications advice to stakeholders and on Communications and Community Relations and development of the revised proposal document. She will be assisted by specialist Kreab Gavin Anderson staff who are Interlink's long term public affairs consultants.
- **Finance and Traffic Manager - Chris Wong:** Chris is a Development Manager in the Strategy and Corporate Development Group at Transurban with 7 years experience in the tolling sector including a number of successful M&A transactions and road upgrade projects in Victoria. He is responsible for coordinating the development of traffic forecasts and the financial model for the Preliminary Activities. He will assist with development of the financial aspects of the revised proposal.
- **Engineering Design Manager - Rod Cameron:** Rod has over 30 years experience as a civil engineer and project manager. He is engaged by Interlink through Aurora Projects, a specialist project management organization. He has recent and current experience with PPPs in NSW. He is responsible for ensuring that the concept design is delivered to the agreed standard within the timeframe and cost. He will also assist with development of the engineering aspects of the revised proposal.
- **Engineering Project Manager - Voytek Szczepanik:** Voytek has over 13 years of experience as a civil engineer, and is certified practicing project manager (CPPM) with the Australian Institute of Project Management. Voytek is also on the NSW Treasury Gateway Review panel and is a former Interlink project manager with extensive experience on the M5. He is engaged by Interlink through Artifex Management Group (Artifex), a professional services firm specialising in the provision of project management, where he is a director. Artifex provides services to a number of Government organisations including TIDC and NSW T&I where Artifex is a panel project management service provider.
- **Procurement Manager - Gerald Renton:** Gerald is a civil engineer with over 30 years experience in engineering and project management. He has been contracted as Interlink's Development Manager for over 10 years. He is also a director of Gerald Renton and Partners, infrastructure management consultants and has worked on other toll road projects. He is responsible for establishing the terms of procurement for the services during the BCF phase, and also for determining the procurement strategy for the overall project.





### Contractor, Suppliers and Service Providers

Interlink will engage competent contractors, suppliers and service providers in accordance with the requirements of Clause 3 of Schedule 3 in all cases except where the requirement is not applicable.

The following contractors, suppliers and service providers will be engaged for the project:

- **Traffic Forecasting:**
  - Contractor: Integrated Management Information Systems (IMIS): An Aurecon subsidiary,
  - Contract Type: will be engaged under AS 4122 Contract terms and conditions to provide Interlink with traffic forecasts.
  - Engagement: IMIS will be directly engaged given that it has had a long term (over 10 years) relationship and knowledge of the M5 corridor including the provision of forecasts for the September 2008 proposal. IMIS costs are comparable with other traffic forecast specialists when benchmarked.
  - Personnel. Mark Tacey will lead the IMIS team. He has extensive industry experience with the M5 and with other toll road traffic forecasting.
  - Peer review: Interlink will also engage a third party to conduct a peer review of the traffic forecasts prepare by IMIS.
  
- **Engineering Design:**
  - Contractor: Kellogg Brown and Root (KBR)
  - Contract Type: KBR will be engaged under AS 4122 Contract terms and conditions to provide Interlink with engineering design services for the civil works (including Noise attenuation) and Operational Management and Control System (OMCS).
  - Engagement: KBR will be directly engaged given that it has had a long term (over 10 years) relationship and knowledge of the M5 corridor including the provision of the engineering design for the September 2008 proposal. No other supplier could provide the same quality of service within the time frame required. KBR costs are comparable with other design consultants. Interlink may also engage third parties to conduct a peer review of the costs estimates and design.
  - Personnel: KBR will appoint Brian Vaughan as the Project Director, Adam Watts as the Project Manager, and Geoff Herman as the Technical lead to coordinate the individual design disciplines. All have extensive or appropriate experience in design. Where specialist skills are required they may be outsourced subject to Interlink and RTA consent. A project design office will be established in the Kent St, Sydney office. The delivery of the outputs will be coordinated, integrated with other obligations (e.g. environmental) and reviewed with KBR by Interlink's Engineering work stream manager, Rod Cameron, who will be assisted by a Voytek Szczepanik (Artifex Management Group). In addition the design outputs will also be reviewed by Interlink's Asset Manager and his team of engineers. All will be tasked to ensure that the concept design meets Interlink's obligations plus cost effective and efficient long term maintenance needs. The work stream manager and his assistant will ensure that they and KBR coordinate with RTA engineers. RTA personnel will be encouraged to participate in the design development process.
  
- **Environmental:** RTA will conduct the management of the environmental assessment (EA). Interlink's role will be one of review by its Engineering and Environmental work stream managers, Rod Cameron and Dr Caitlin Richards, respectively.

KBR or another specialist noise consultant (selected by competitive tender) will be engaged under AS 4122 Contract terms and conditions to conduct a peer review of the environmental noise assessment to ensure appropriate input into the noise attenuation design.



- **Communications and Community Relations:** Interlink will continue to engage Kreab Gavin Anderson (KGA) for communications and community relations services given their long term relations with Interlink and involvement in all previous widening proposals. KGA will work closely with Together with the Communications and Community Relations Manager to establish inputs and provide feedback on outputs from the EA process. The KGA team will be lead by Christine Grima. Christine has more than 10 years experience in media, communications and policy. Her previous employment includes service as a media and policy advisor to senior NSW Ministers, the Premier of NSW and State Government agencies covering issues relating to water policy, the environment and infrastructure planning. As a senior financial analyst with NSW Treasury, Christine worked with various NSW Government agencies to provide policy advice on organisational performance. KGA costs are comparable with other public affairs consultants.
- **Construction:** Interlink intend to engage a tier one construction contractor via competitive tender process in order fast track the procurement process, provide a market tested construction cost, constructability input to the design and input in to the revised proposal. The timing and terms of the engagement will be dependent upon the procurement strategy adopted, to be agreed with the RTA.
- **Cost Estimation:** A cost estimator will be engaged via competitive tender (e.g. McDonald and Partners or Page Kirkland) will be engaged to work with the engineering design team to provide an estimate of the total construction cost as the concept design is developed. In addition, the contractor who is engaged on construction will also provide an independent market tested cost estimate for comparison. See Construction above.
- **Risk Management:** An experienced consultant will be engaged via competitive tender or benchmarking and under AS 4122 terms and conditions to conduct risk management processes in order to test schedule, costs and project implementation risks.
- **Insurance:** Willis and Partners will be retained to broker insurance arrangements given that they are Interlink's current insurance brokers and have provided advice and assistance on insurance matters on an ongoing basis for over 10 years. Willis has demonstrated ability to provide insurance at or below industry rates. Donald Mitchell Innes will manage the relationship and processes to obtain the most effective terms and rates.
- **Legal Services:** Allens Arthur Robinson will be retained to provide legal reviews and advice. Allens were selected under competitive tender arrangements in 2007. Robert Watt is the relationship manager for Interlink. They have been engaged on a time and materials agreement since that time.
- **Financial Consultancy:** Transurban is providing financial consultancy services after successfully competing in a competitive tender process in 2007. Transurban is engaged on an 'arms length' basis to provide the services under a financial close success fee arrangement. RTA has been previously advised and consented to the arrangement. Tom Honan, Transurban CFO, is responsible for the transaction team. KPMG will conduct an audit of the financial model to confirm its mathematical and structural integrity. Mallesons will provide advice on tax.

## Attachment 1

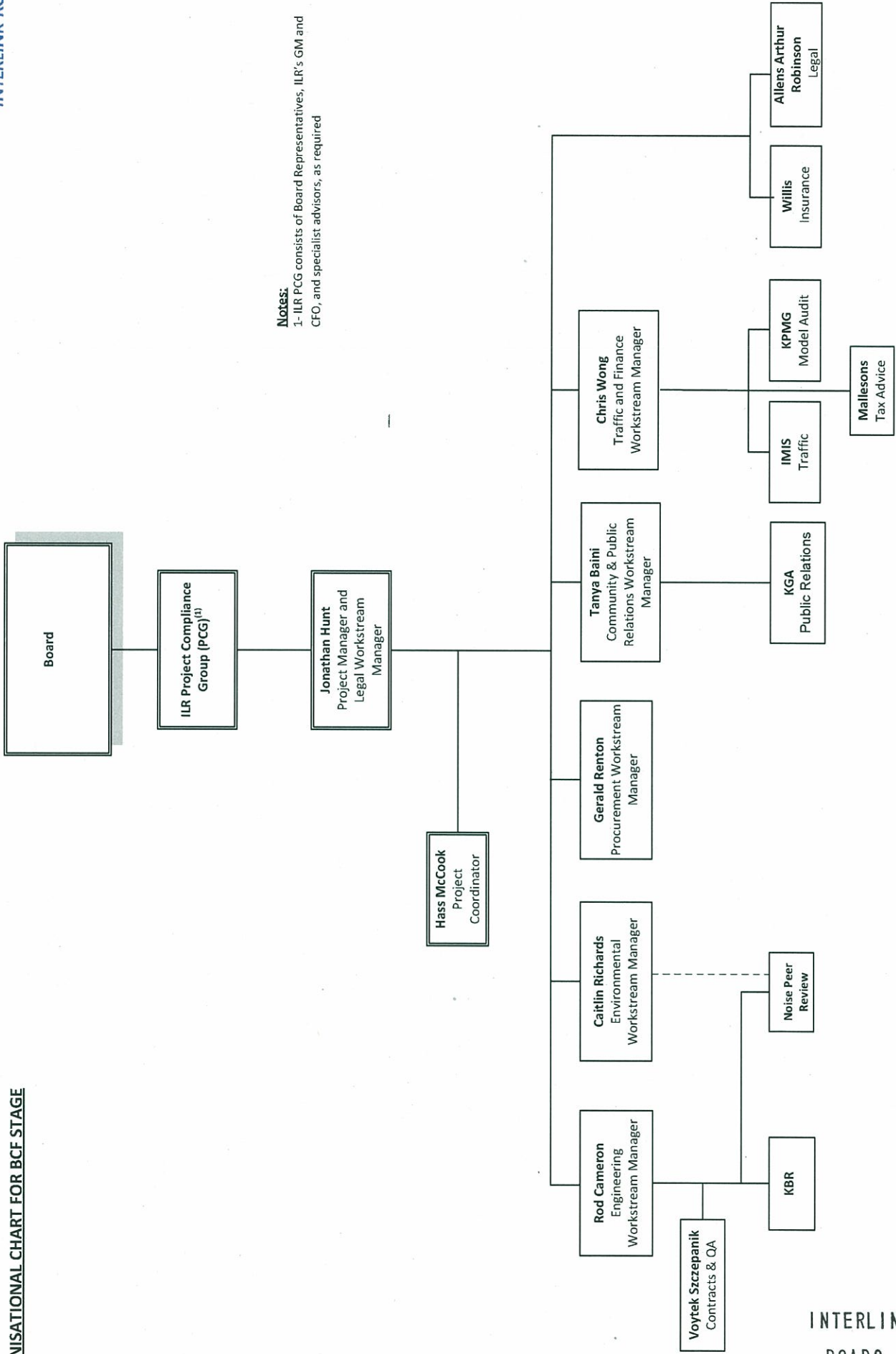
### Organisational Chart



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**ORGANISATIONAL CHART FOR BCF STAGE**



**Notes:**  
1- ILR PCG consists of Board Representatives, ILR's GM and CFO, and specialist advisors, as required

# Schedule 4

## MINIMUM REQUIREMENTS FOR PROGRAM AND INITIAL PROGRAM

### 1. Program

The initial Program is set out in Attachment 1 to this Schedule 4.

### 2. Submission of updated Program

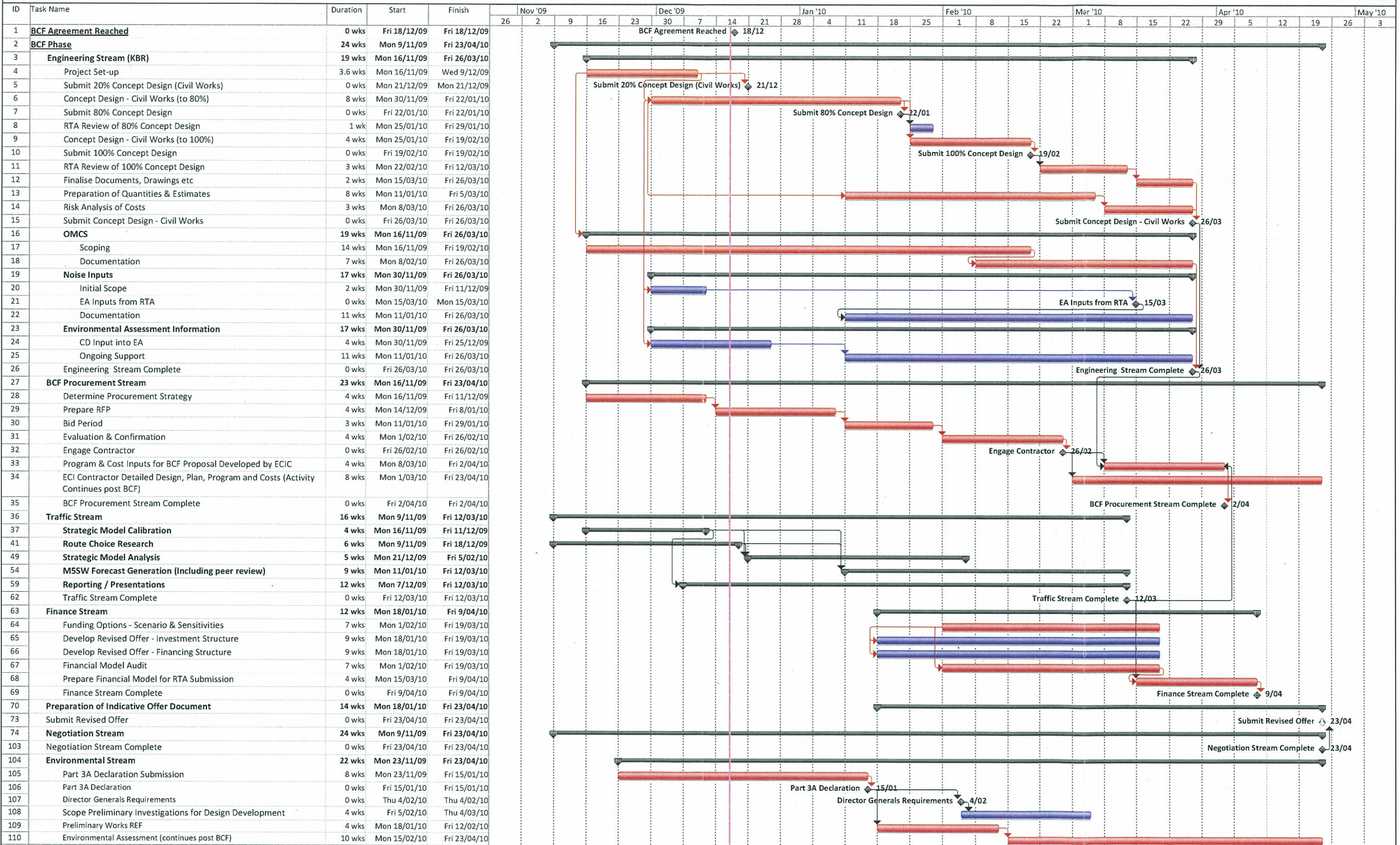
- (a) Interlink Roads must prepare and submit to the RTA for its review an updated, accurate and detailed program for the carrying out of the Preliminary Activities every 4 weeks after the date of signing of this agreement by Interlink Roads which:
  - (i) complies with the requirements of this Schedule 4; and
  - (ii) must not change any of the dates in the Program unless Interlink Roads can demonstrate to the satisfaction of the RTA (acting reasonably) that the change to the Program will not prejudice completion of the Preliminary Activity to which the change relates by its scheduled date for completion. Any disagreement in relation to whether the RTA has acted reasonably under this paragraph (ii) will be referred to the Project Control Group for consideration.
- (b) The Program must comply with the following minimum requirements:
  - (i) be a Gantt chart program;
  - (ii) include and identify all of the Preliminary Activities (and the date for delivery and/or carrying out of each Preliminary Activity);
  - (iii) without limiting paragraph (b)(ii) above, indicate sequence and timing of key concept design documentation outputs and demonstrate alignment with the Environmental Assessment process;
  - (iv) include and identify the date(s) for preparation and submission of the Updated Proposal for the Project;
  - (v) be in the format of an event orientated, critical path network;
  - (vi) be drawn to a weekly time scale;
  - (vii) provide sufficient detail to allow the RTA to identify the duration and sequence of, and the inter-relationships between, planned milestones and activities;
  - (viii) show completed activities; and
  - (ix) be submitted in both hard copy and electronic format. The RTA uses Microsoft Project 2007 and Interlink Roads must use compatible software for the Program.



# Attachment 1 to Schedule 4



M5 WIDENING PROJECT - INITIAL PROGRAM FOR PRELIMINARY ACTIVITIES



Project: M5 Widening Project - Initial Program for Preliminary Activities  
Date: 17/12/2009 Rev: F





# Schedule 5

## GOVERNANCE PROTOCOL

Section	Description of Content
1. Background	<ul style="list-style-type: none"> <li>(a) Interlink Roads holds, under a Project Deed entered into with the RTA, the tollway concession on the M5 Motorway until 2023.</li> <li>(b) An unsolicited proposal to upgrade the M5 Motorway was received from Interlink Roads on September 26, 2008.</li> <li>(c) Approval from the Budget Committee of Cabinet to negotiate directly with Interlink Roads regarding the Project scope and cost estimates was received on December 16, 2008.</li> <li>(d) A NSW Government steering committee has been formed, chaired by the Department of Premier and Cabinet and including representatives from the RTA and Treasury, to direct negotiations. An RTA Senior Review group has been formed, including four RTA directors, to consider and make decisions on the Updated Proposal and negotiations towards a project agreement with Interlink Roads.</li> </ul>
2. Governance Structure	See Attachment 1 to this Schedule 5 which sets out a general diagrammatical overview.
3. Project Control Group	<ul style="list-style-type: none"> <li>(a) A Project Control Group (<b>PCG</b>) must be formed to monitor the performance of the parties and govern the administration of activities to be carried out during the term of this agreement.</li> <li>(b) The objectives of the PCG are to:               <ul style="list-style-type: none"> <li>(i) assist in the resolution of any matters referred to the PCG by either the RTA or Interlink Roads;</li> <li>(ii) monitor the progress of the activities to be carried out under this agreement; and</li> <li>(iii) ensure the quality of the activities is in accordance with the requirements of this agreement.</li> </ul> </li> <li>(c) Further to the objectives set out in paragraph (b), and without limiting any other provision of this agreement, if after Interlink Roads has submitted an Updated Proposal to the RTA the RTA considers that Interlink Roads has failed to carry out the Preliminary Activities to the standards required by Schedule 2, the RTA must if it is reasonably practicable to do so:               <ul style="list-style-type: none"> <li>(i) consult with the Project Control Group; and</li> <li>(ii) thereafter provide written notice to Interlink Roads specifying:                   <ul style="list-style-type: none"> <li>(A) the basis on which it considers Interlink Roads has failed to comply with those standards; and</li> </ul> </li> </ul> </li> </ul>

	<p>(B) a reasonable period within which Interlink Roads must rectify such failure.</p> <p>(d) The PCG will include three representatives ("<b>PCG Representatives</b>") each from Interlink Roads and the RTA, as follows, and such other members as the parties may agree from time to time or as a party may nominate in substitution for the members set out below:</p> <p>(i) Interlink Roads</p> <p>(A) Jonathan Hunt, M5 Widening Project Manager, Interlink Roads;</p> <p>(B) Chris Wong, Development Manager, Transurban;</p> <p>(C) Raymond Golzar, General Manager Australian Development, Transurban.</p> <p>(ii) RTA</p> <p>(A) Paul Goldsmith, General Manager, Motorway Projects;</p> <p>(B) Brad Emmeluth, Project Services Manager (M5 Widening);</p> <p>(C) Mathew Webb, Corporate Financial Strategy.</p> <p>(e) The persons referred to above may appoint delegates to attend PCG meetings in their absence, who are authorised to act on their behalf.</p> <p>(f) The nominated Interlink Roads and RTA PCG Representatives will:</p> <p>(i) receive (or delegate receipt of) all communications between the RTA and Interlink Roads in relation to this agreement;</p> <p>(ii) facilitate all meetings between the RTA and Interlink Roads in relation to this agreement;</p> <p>(iii) transmit (or delegate transmittal of) all communications between the RTA and Interlink Roads in relation to this agreement; and</p> <p>(iv) escalate any issues which cannot be resolved by the PCG to the Business Directors of both parties.</p> <p>(g) The current nominated Interlink Roads and RTA Business Directors are:</p> <p>(i) Interlink Roads</p> <p>(A) Rex Wright, General Manager</p> <p>(ii) RTA</p> <p>(A) Brian Watters, Director, Major Infrastructure.</p> <p>(h) The Business Directors will be the first point of contact for either party in respect of issues in relation to this agreement which (it considers) have not been properly addressed by the respective PCG Representatives.</p> <p>(i) If the Business Directors are unable to resolve any issue under this agreement, the matter may be escalated by either party to the Interlink Roads Chairman and the RTA Chief Executive for resolution.</p>
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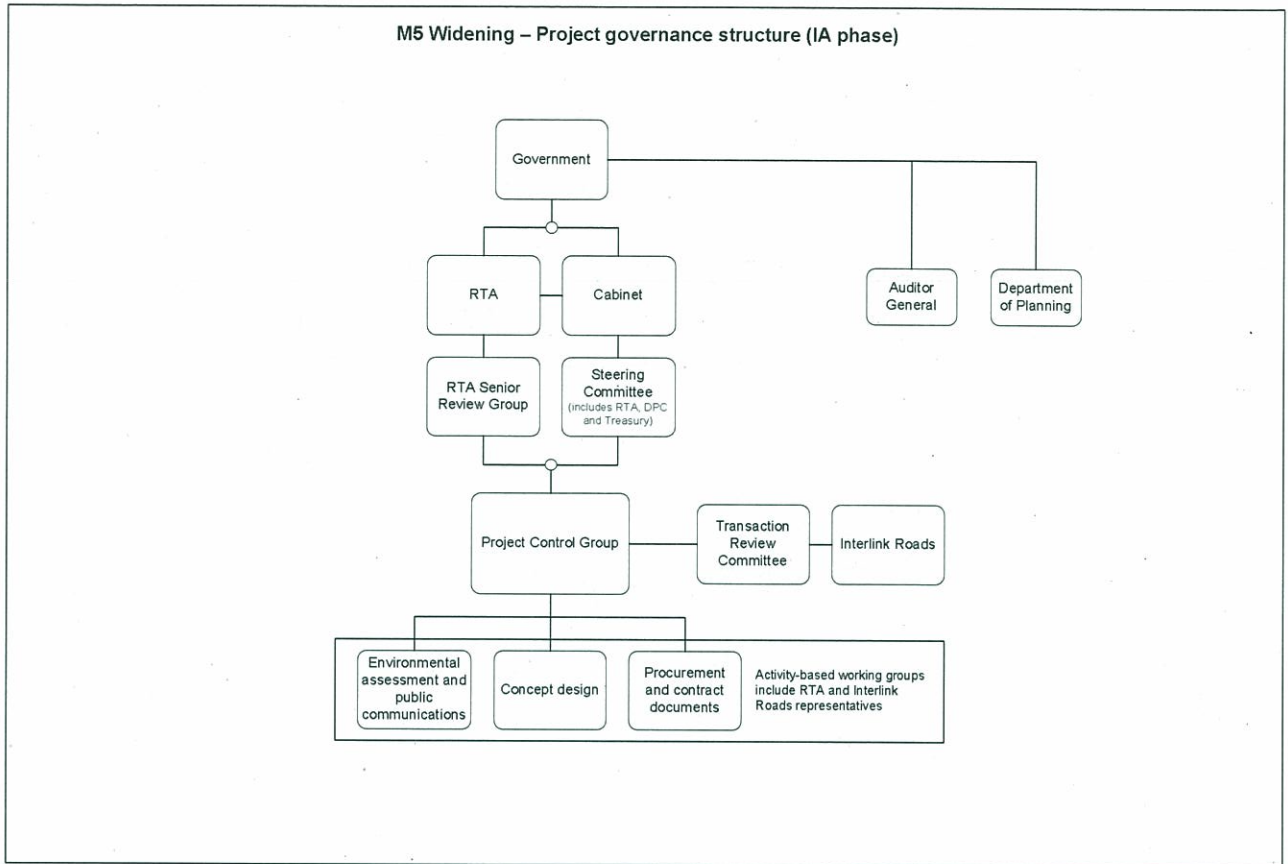
<p>4. Communication and Administration</p>	<p>(a) The Project Control Group must meet at least monthly for the purposes of:</p> <ul style="list-style-type: none"> <li>(i) monitoring progress of activities under this agreement;</li> <li>(ii) monitoring quality of outputs from activities under this agreement;</li> <li>(iii) monitoring costs of activities under this agreement;</li> <li>(iv) considering any environmental and public communication issues arising from the activities under this agreement;</li> <li>(v) considering any concept design issues arising from the activities under this agreement;</li> <li>(vi) considering the Procurement Strategy or contract documentation issues arising from the activities under this agreement;</li> <li>(vii) considering any commercial issues arising from the activities under this agreement;</li> <li>(viii) considering any OHS issues arising from the activities under this agreement; and</li> <li>(ix) identifying any critical issues which cannot be resolved in a timely manner for escalation.</li> </ul> <p>(b) A PCG meeting agenda must be developed and agreed by both parties, to include the items identified above. The meetings will be chaired alternately by the PCG Representatives. Meeting minutes shall be recorded alternately by the parties and issued for concurrence from the other party within 1 week of the meeting date.</p> <p>(c) All meetings of the Project Control Group (as well as meetings between PCG Representatives) shall be held for discussion purposes only. Nothing said at any of those meetings shall be binding upon the parties. The parties shall only be bound by such matters as are conveyed to the parties in writing and signed by the authorised Directors or Chief Executives.</p> <p>(d) So as to promote integrity and probity in the activities to be undertaken under this agreement, meetings may be conducted in the presence of the Probity Auditor if commercial matters are to be discussed.</p> <p>(e) Any issues of a probity nature arising from activities or issues under this agreement may be raised by either party directly with the Probity Auditor.</p> <p>(f) The Project Control Group must maintain a general issues schedule to register and resolve other issues of a technical, community, environmental, OHS or any other nature.</p> <p>(g) The parties may agree, through the Project Control Group, to establish additional project management groups or tools.</p>
<p>5. Probity</p>	<p>(a) The RTA has appointed a Probity Adviser, O'Connor Marsden and Associates.</p> <p>(b) The Probity Adviser will:</p> <ul style="list-style-type: none"> <li>(i) advise the RTA on the development of accountable and transparent processes and procedures, in accordance with relevant NSW Government, ICAC and RTA policies;</li> </ul>

	<ul style="list-style-type: none"> <li>(ii) review Project documents and attend commercial meetings (if any) as appropriate;</li> <li>(iii) review executed confidentiality deeds and conflict of interest declarations; and</li> <li>(iv) assist and advise the RTA in addressing probity issues as they arise.</li> </ul> <p>(c) The Probity Adviser is not part of any negotiation team nor involved in decision making activities.</p>
6. Development Principles	<ul style="list-style-type: none"> <li>(a) It is acknowledged by both parties that the following development principles and critical issues will need to be addressed in any submissions to the NSW Government in relation to the Project.</li> <li>(b) Interlink Roads must assist the RTA to provide sufficient information to adequately address the development principles.</li> <li>(c) The broad development principles are to: <ul style="list-style-type: none"> <li>(i) support and align with the NSW Government's State Plan, Metropolitan Strategy, Urban Transport Statement and Infrastructure Strategy;</li> <li>(ii) enhance the strategic road network in Sydney's southwest to support economic growth;</li> <li>(iii) improve access and connectivity between key residential, employment and educational precincts in Sydney's southwest;</li> <li>(iv) improve travel times by reducing congestion during peak periods for the benefit of local and regional traffic;</li> <li>(v) improve safety and incident management for all road users and surrounding communities;</li> <li>(vi) provide adequate involvement of the community in the development of the Updated Proposal and Environmental Assessment; and</li> <li>(vii) ensure acceptable levels of environmental and social impacts during construction and operation phases.</li> </ul> </li> </ul>



# Attachment 1 to Schedule 5

## M5 Widening – Project Governance Structure



# Schedule 6

## ENVIRONMENTAL ASSESSMENT PROTOCOL

### 1. General

- (a) RTA will seek a Part 3A declaration under the *Environmental Planning and Assessment Act 1979* (NSW) (**EP&A Act**). A critical Infrastructure declaration will also be sought at the same time as the Part 3A declaration.
- (b) RTA will be the proponent for the Project under Part 3A of the EP&A Act.
- (c) RTA will seek approval of the Project under Part 3A of the EP&A Act.
- (d) RTA will lead the Environmental Assessment of the Project and will manage the preparation of all Environmental Assessment documentation, with input and agreement from Interlink Roads as set out below.

### 2. Environmental Assessment Working Group - Governance structure

The Environmental Assessment process will be managed in accordance with the following governance structure as well. Other relevant individuals may also attend EA Working Group meetings as required:

Group / Committee	Roles / responsibilities	Initial members
EA Working Group	To monitor the preparation and finalisation of the Environmental Assessment and the Project Approval and to co-ordinate the concept design inputs into the Environmental Assessment	Hass McCook (Interlink Roads) Caitlin Richards (Interlink Roads) Rod Cameron (Interlink Roads) Voytek Szczepanik (Interlink Roads) Joy Duncan (RTA) Braith Gilchrist or Nick Francesconi (RTA) Two additional representatives of the RTA as notified by the RTA to Interlink Roads.
Project Control Group	Refer Schedule 5	Refer Schedule 5

### 3. RTA resources

- (a) The RTA will ensure that its team involved in the Environmental Assessment is appropriately qualified, experienced and resourced.
- (b) The RTA will engage and manage a lead environmental assessment consultant and necessary specialist consultants.
- (c) The RTA will provide a reasonable opportunity for Interlink Roads to review and comment on all briefs prior to engaging resources in respect of the Environmental





Assessment. Interlink Roads shall be given two business days to complete its review and provide comments and the RTA shall provide a written response to any comments from Interlink Roads prior to engaging resources.

- (d) The RTA and Interlink Roads may invite their consultants to attend EA Working Group meetings, from time to time.

#### **4. Environmental Assessment document review and approval**

- (a) The RTA will provide Interlink Roads with a reasonable opportunity to review and comment on:
  - (i) reports produced in final draft form; and
  - (ii) other related documents and submissions prior to submission to the Department of Planning,in respect of the Environmental Assessment.
- (b) Interlink Roads shall be given seven days to complete its review. Interlink Roads will provide all comments to the RTA in writing and the RTA shall provide a written response to all comments from Interlink Roads prior to finalising the document.
- (c) Interlink Roads will be:
  - (i) notified of; and
  - (ii) consulted in any discussions between the RTA and Department of Planning in regard to,any draft or final conditions of Project Approval.
- (d) Interlink Roads will be consulted as described in clause 11 of this Schedule 6.

#### **5. Design development and construction methodology**

- (a) Without limiting the operation of Schedule 9, Interlink Roads will advise the RTA of any preliminary works (including surveys, test drilling, test excavations, utility identification and location and pavement investigations) required during design development that may require environmental assessment under the EP&A Act. RTA will manage the environmental assessment and determination of preliminary works which required assessment under Part 5 of the EP&A Act. The RTA is under no obligation to proceed with preliminary works and may elect to decide not to proceed with preliminary works (for example, after considering the outcomes from the environmental assessment which has been undertaken for the preliminary works).
- (b) Interlink Roads will provide concept design and construction methodology inputs required for the preparation of the Environmental Assessment to the RTA in a timely manner.

#### **6. Operational noise assessment**

- (a) The RTA will:
  - (i) prepare an operational noise assessment as part of the Environmental Assessment; and
  - (ii) provide the operational noise assessment to Interlink Roads. The operational noise assessment shall be subject to the document review process set out in clause 4 of this Schedule 6.

- (b) Interlink Roads will develop its design to include adequate operational noise mitigation measures.

**7. Community consultation**

- (a) The RTA will provide Interlink Roads with a Community Involvement Plan (**CIP**) addressing proposed communication activities and protocols during the carrying out of the Preliminary Activities. The CIP shall incorporate processes for the review and comment requirements as set out in clause 4 of this Schedule 6. Any subsequent proposed changes to the finalised CIP will be submitted to Interlink Roads for review and comment.
- (b) Proposed public communications material related to the Project will be provided to Interlink Roads for review and comment. Interlink Roads will be given seven days to complete its review and the RTA will provide a written response to all comments from Interlink Roads.
- (c) Communications material related to the Project will be provided to Interlink Roads for review and comment. Interlink Roads will be given two business days to complete its review and the RTA will provide a written response to all comments from Interlink Roads.

**8. Stakeholder engagement**

- (a) Interlink Roads will be invited to attend Environmental Assessment related discussions with external stakeholders including NSW Government agencies (including the Department of Planning and the Department of Environment, Climate Change and Water) and local councils.
- (b) The RTA will provide Interlink Roads with a schedule of all anticipated stakeholder meetings and will keep Interlink Roads advised of when all meetings are scheduled.

**9. Access to Interlink Roads lease areas and existing documentation**

- (a) The parties will agree a protocol for physical access of the Interlink Roads lease areas.
- (b) Interlink Roads will provide the RTA with hard and electronic copies of recent M5 widening environmental assessment reports prepared by Interlink Roads' consultants.

**10. Target program to Planning Approval**

- (a) The parties commit to using best endeavours to meet the Environmental Assessment process timeline in order to meet the overall Project target program below.
- (b) The parties acknowledge review of the Environmental Assessment by the Department of Planning and planning approval by the Minister for Planning is an independent process which is not controlled by the RTA.

<b>Document</b>	<b>Responsibility</b>	<b>Target completion date</b>
Part 3A and critical infrastructure Declaration submission	RTA	December 2009 / January 2010
Preliminary Environmental Assessment (and project application) submission	RTA	December 2009 / January 2010



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Part 3A Declaration	Minister for Planning	January 2010
Director-General's requirements	Department of Planning	January 2010
Scope preliminary investigations for design development	Interlink Roads	February 2010
Preliminary works REF	RTA	February 2010
Design and construction inputs to the Environmental Assessment	Interlink Roads	February 2010
Environmental Assessment	RTA	June 2010
Adequacy assessment	Department of Planning	June 2010
Environmental Assessment display	Department of Planning	July/August 2010
Submissions Report	RTA	October/November 2010
Preferred Project Report	RTA	October/November 2010

#### 11. M5 East Duplication

- (a) The RTA will prepare separate environmental assessment reports for the Project and the M5 East duplication project unless it has otherwise consulted with Interlink Roads.
- (b) The RTA intends to progress the Environmental Assessment process for the Project immediately upon commencement of the BCF phase. The RTA will undertake to use best endeavours to ensure that the Environmental Assessment program and timeline for the Project is not unreasonably inhibited by the M5 East duplication.
- (c) The RTA will notify Interlink Roads in a reasonable period if it becomes aware of any issue with the M5 East duplication that may impact on the timing of the Environmental Assessment.

#### 12. RTA Environmental Assessment cost recovery

- (a) The RTA will ensure that adopted schedules of rates and upper fee limits for external consultants and anticipated and actual project costs are considered value for money.
- (b) If the Project reaches financial close, the RTA will receive a reimbursement for all external costs incurred by the RTA in connection with the Environmental Assessment process in accordance with clause 23 of this agreement.

#### 13. Issues Management

Any issues not resolved by the EA Working Group will be managed through the Project Control Group, in accordance with Schedule 5.

#### 14. Acknowledgement

Interlink Roads acknowledges and agrees that nothing in this Schedule 6 will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the RTA or the NSW Government to exercise any of its functions and powers pursuant to any legislation or otherwise.



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# Schedule 7

## DRAFT SCOPE OF WORKS AND TECHNICAL CRITERIA

The Draft Scope of Works and Technical Criteria comprises the documents listed below:

- (a) in respect of the OMCS works, the document provided by the RTA to Interlink Roads on July 16, 2009, titled "M5W OMCS Scope Spreadsheet" V4.0XLS"; and
- (b) in respect of other works:
  - (i) Base Scope of Works and Technical Criteria document titled "M5 SWTC draft - Exhibit A Scope of Works and Technical Criteria - SWTC Draft ver 1 1cd 10-Nov.doc" sent to Interlink Roads by email from the RTA (Brad Emmeluth) on 10 November 2009;
  - (ii) Appendix 14 - Project Plan Requirements, Appendix 20 - Design Information and Appendix 24 - Company Documentation Schedule "M5 West Widening project SWTC Appendices 14, 20 and 24 Commercial in Confidence" sent to Interlink Roads by email from the RTA (Brad Emmeluth) on 19 November 2009;
  - (iii) Appendix 1 - Location Sketch titled "Figure 1 M5 West Widening - proposed scope of works" tabled at the design/EA co-ordination meeting between the RTA and Interlink Roads on 27 November 2009; and
  - (iv) Appendix 9 - Reference Documents "M5 West Widening Proposal SWTC Appendix 9 Reference documents" sent to Interlink Roads by email from the RTA (Brad Emmeluth) on 15 December 2009.



# Schedule 8

## MINIMUM REQUIREMENTS TO BE INCLUDED IN INTERLINK ROADS' UPDATED PROPOSAL

### 1. Minimum content

The Updated Proposal to be submitted by Interlink Roads must comprise, as a minimum, the following:

- (a) Background;
- (b) Project Scope of Works;
- (c) Project Program;
- (d) Risk Assessment and Allocation;
- (e) Funding and Financial Framework;
- (f) Contractual Framework;
- (g) Traffic Report and Traffic Outputs;
- (h) Particular Conditions;
- (i) Delivery Program;
- (j) Financial Model;
- (k) Approvals Process;
- (l) Key Terms;
- (m) Statement of current and proposed appointment of Contractors and Sub-Contractors; and
- (n) Concept Estimate.

### 2. Standard and content

The standard and content of the Updated Proposal must be no less than the standard and content of the Proposal.

### 3. NSW Government related content

In addition, the Updated Proposal must include the following sections for NSW Government to consider:

- (a) value for money;
- (b) public interest evaluation as required by the NSW Government's Working With Government Guidelines for Privately Financed Projects, December 2006 ("WWGG");
- (c) justification of toll levels which consider value for money for road users; and
- (d) a procurement process, which considers NSW Government governance and probity standards, through compliance with Working With Government Guidelines for Privately Financed Projects and the ICAC Guidelines for Managing Risks in Direct Negotiations.



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# Schedule 9

## CONCEPT DESIGN PROTOCOL

### 1. Purpose of Concept Design

The purpose of the Design Documentation is to:

- (a) enable the RTA and Interlink Roads to establish the feasibility of the Project;
- (b) demonstrate consideration of the Development Principles (Schedule 5);
- (c) provide sufficient design detail to be able to determine the environmental impacts of the project design in accordance with the *Environmental Planning and Assessment Act 1979* (NSW);
- (d) provide design documentation to assist the communication of the environmental impacts and benefits to the community and stakeholders;
- (e) accurately identify any land that needs to be acquired;
- (f) enable the parties to prepare Project documentation, including the development of the SWTC;
- (g) provide adequate certainty of scope for accurate cost estimates to be agreed;
- (h) enable the detailed design and the construction of the Project; and
- (i) ensure that the Project integrates with the existing and planned road network.

### 2. Concept Design Working Group

- (a) A Concept Design Working Group must be formed.
- (b) The Concept Design Working Group must meet on a regular weekly basis, or such other regular period as the RTA and Interlink Roads agree in writing.
- (c) The purpose of the meetings of the Concept Design Working Group are:
  - (i) to consider and manage:
    - (A) the status and progress of Design Documentation and other concept design processes;
    - (B) the quality and standard of the Design Documentation and other concept design outputs;
    - (C) to consider the interface with the Environmental Assessment; and
    - (D) any other matters required by the RTA and Interlink Roads;
  - (ii) to undertake the function:
    - (A) in a co-operative manner which fosters open communication;
    - (B) with the objective of facilitating the efficient development of the Design Documentation in a timely manner in order to not delay the Environmental Assessment; and
    - (C) to resolve any issues arising out of, or in connection with, or identified in, the Design Documentation.





- (d) The Concept Design Working Group comprises:
  - (i) Interlink Roads' M5 Widening project manager;
  - (ii) Interlink Roads' M5 Widening design manager;
  - (iii) the RTA's M5 Widening Project Services Manager;
  - (iv) the RTA's M5 Widening design manager;
  - (v) representatives of Interlink Roads' design consultants, as required;
  - (vi) internal design specialists from the RTA as required and nominated by the RTA; and
  - (vii) other persons, as either the RTA or Interlink Roads reasonably requires from time to time, having regard to the elements of the Design Documentation being considered at the Concept Design Working Group meeting.
- (e) The role of chairperson for Concept Design Working Group meetings will be held by an Interlink Roads' representative referred to in this clause.
- (f) Interlink Roads must maintain close liaison with the RTA staff during the development of the Design Documentation. Interlink Road's Project Director and the RTA's Representative must organise meetings with other staff as required.
- (g) Interlink Roads must conduct an inception meeting no later than one week after the date of signing of this agreement by Interlink Roads.
- (h) Interlink Roads must provide formal design presentations to the RTA. These presentations must outline the salient features and merits of the design at the 20%, 80% and 100% concept design stages.
- (i) Interlink Roads must arrange sufficient site visits for all appropriate personnel to perform the concept design activities.

### **3. RTA's review of Design Documentation**

- (a) Interlink Roads must prepare, develop and complete all Design Documentation in accordance with this Schedule 9 and the other requirements of this agreement.
- (b) Interlink Roads must provide up to four sets of all Design Documentation, as required by RTA's Project Services Manager; and any other information which RTA's Project Services Manager may reasonably request in order to review and consider the Design Documentation.
- (c) Interlink Roads must also provide all assumptions, inputs, calculations and outputs to enable interrogation and a complete understanding of the material by the RTA.
- (d) Interlink Roads must submit the Design Documentation to the RTA on a progressive basis, at a reasonable rate of submission and in sufficient time to allow review and comment in accordance with the Program.
- (e) The format of the Design Documentation must be as specified in Attachment 1 of Schedule 2.
- (f) Interlink Roads must allow 14 days for RTA's review from the date of submission of each set of final Design Documentation. Within that 14 day period, the RTA may provide written comments to Interlink Roads on each Design Documentation submission.



- (g) If required, Interlink Roads must promptly amend the Design Documentation, and resubmit the Design Documentation for RTA's further review in which case the process in this clause 3 will reapply.
- (h) Interlink Roads acknowledges and agrees that:
  - (i) the RTA has no design obligations in respect of the Design Documentation; and
  - (ii) the RTA owes no duty to Interlink Roads to review the Design Documentation for errors, omissions or compliance with the requirements of this agreement or to make any comments regarding any Design Documentation.
- (i) In considering any Design Documentation submitted under this clause the RTA is entitled to consult with, and take into account any views and requirements of, any relevant Authority.

#### **4. Concept Design Management Plan**

- (a) Interlink Roads must provide a Concept Design Management Plan within 14 days of the date of signing of this agreement by Interlink Roads.
- (b) The Concept Design Management Plan must, as a minimum, address the following;
  - (i) key positions, roles and responsibilities;
  - (ii) organisation structure, including sub-consultants;
  - (iii) list of all outputs;
  - (iv) Interlink Roads' Design Documentation review process;
  - (v) plan for managing the RTA's review of Design Documentation; and
  - (vi) form and presentation of Design Documentation.
- (c) Within that 14 days of the submission of the Concept Design Management Plan, the RTA may provide written comments to Interlink Roads if it believes the Concept Design Management Plan does not comply with the requirements of this agreement.
- (d) If required, Interlink Roads must promptly amend the Concept Design Management Plan, and resubmit the Concept Design Management Plan for RTA's further review in which case the process in this clause 4 will reapply.
- (e) In carrying out the Preliminary Activities relating to the concept design, Interlink Roads must comply with the Concept Design Management Plan which has been submitted in accordance with this clause 4.



## **M5 West Widening project – Initial Agreement**

### **Contract Disclosure**

The RTA has withheld certain information, as allowed under Part 3, Division 5 Section 32 of the Government Information and Public Access (GIPA) Act 2009 and, in accordance with the Act, provides the following information.

Clause 5	- timing of key milestone
Clause 9 Definition	- financial information
Clause 29	- financial information
Schedule 2 Clause 6.3(a)	- financial information
Schedule 3 Attachment 2	- financial information

This information not only relates to the financial affairs of Interlink Roads, but would place the company at a substantial commercial disadvantage in relation to other contractors or potential contractors for future projects of a similar kind.